Form approved Budget Bureau
Wyoming (U)
(12-

OIL AND GAS LEASE

[redacted] [redacted] [redacted]

THIS AGREEMENT, made and entered into this 6th day of September, 19 94, by and between Irene M. Swain, a single woman

of P.O.Box 124, Daniel, Wyoming 83115, hereinafter called lessor (whether one or more), and Staxwood, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RECORDED Sept 8, 1994 1:50PM
248351 IN BOOK 99 O&G PAGE 1
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachen

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 1245.63 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~four (4)~~ 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 the address shown above ~~bank at [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.

[illegible]

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.

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.

Where language is found to be contradictive between the above language in Oil and Gas Lease and the attached Exhibit "A" to this Oil and Gas Lease, it is hereby agreed and understood that the language in the Exhibit "A" will prevail and supersede all other language in the Oil and Gas Lease.

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

X Edna M Swain
Edna M. Swain, a single woman

SSN: 530 -44- 0701

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 8TH day of SEPTEMBER, 19 94, before me personally appeared EDNA M. SWAIN, 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.

Register of Deeds

By ..... Deputy

AFTER RECORDING, RETURN TO: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 6, 1994, by and between Edna Mae Swain, a single woman, as Lessor, and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Township 33 North,Range 110 West, 6th P.M.
Section 3: that part of the SW/4NW/4 & NW/4SW/4 lying West of the Green River
Section 4: Lot 2, 3, 4, S/2N/2, E/2SE/4, SW/4, N/2SW/4SE/4, NW/4SE/4
Section 5: S/2NE/4, N/2SE/4, SE/4SE/4
Section 8: E/2NE/4
Section 9: SW/4NW/4, E/2NW/4, NW/4NW/4
Township 34 North, Range 110 West, 6th P.M.
Section 32: SE/4SE/4
Section 33: SW/4SE/4, S/2SW/4

together with all accretion and riparian rights thereto and all right, title and interest to the bed of the Green River

Containing 1245.63 acres, more or less, located in Sublette County, Wyoming.

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached, Lessor and Lessee also agree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) If Lessor royalty income from producing well or wells is less than the yearly lease rental payments, then Lessee shall reimburse to Lessor payment equal to the annual rental payments. If payment is not received within ninety (90) days from date of first production payment less than annual rental payment, then this lease shall terminate as to both parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to total depth drilled or produced from plus 100 feet, whichever is greater beyond said period as to all lands covered hereby so long as Lessee engages in and commences in actual drilling operations on at least one (1) test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost, gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages incurred by Lessor's actions regarding the connections from the point of connection to the dwellings, and the taking and/or using of said gas. Lessee is liable for the pipeline from the point of connection to the wellhead. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor the estimated loss to agriculture for roadway right-of-way and location site. If production is encountered, annual payment, to be determined at well completion and revised yearly shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12 completion of drilling any and a[illegible], drilling mud shall be removed, location site and access road shall be restored to as near as possible to their original state and re-seeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

14) Lessee shall be required to use all reasonable and prudent effort to protect and to prevent loss to lessor's ranching operations in the construction of pipelines, locations, telephone lines, powerlines, tanks, ponds, roadways, plants or any other such construction.

15) Lessor shall receive 100% gross of all royalty proceeds subject to the limitations stated in paragraph 17 below. There will be no deductions for production costs, pipeline, trucking or any other cost deducted from the proceeds.

16) Lessee shall not drill a well within one quarter mile from a house or barn or water source unless Lessor agrees otherwise in writing.

17) It is hereby understood that the Grantors, their heirs, successors and assignees named in the Warranty Deed dated February 7, 1966, Recorded in Book 13 of Deeds, Page 3, have retained the right to one-half of the royalty proceeds (not to include bonus payment or delay rental payment paid pursuant to this Oil and Gas Lease as to the following described lands:

Township 33 North, Range 110 West, 6th P.M.
Section 4: SW/4, N/2SW/4SE/4, NW/4SE/4
Section 9: E/2NW/4, NW/4NW/4

Signed for Identification

Edna M. Swain

Edna M. Swain, a single woman

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of June, 19 94, by and between Boyd P. Kelly, Individually and as Trustee of the Boyd C. Kelly Trust

of 1505 Caballeros, San Luis Obispo, California 93401, 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 & 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: NE/4, SE/4
Section 30: Lot 1,2,3, E/2NW/4, NE/4SW/4,
Section 33: E/2 Section 34: SW/4

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 ~~XXXXXXXXXX~~ 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 ~~XXXXXX~~ Bank of ~~XXXXXXXXX

interests. [redacted] allowing such execution, shall furnish lessor [redacted] 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.

Boyd C. Kelly Trust

X [signature]

Boyd P. Kelly, Trustee

Tax ID#: 567 02 0062

X [signature]

Boyd P. Kelly, Individually

SSN#: 567 02 0062

STATE OF California
COUNTY OF San Luis Obispo } SS.

(Individual—~~Wyo.~~ CA.)

see attached certificate for Notarial Seal

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:

04/22/96

[signature]
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:

04/22/94

[signature]
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: .....

8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 51

State of California
County of San Luis Obispo

On 08/23/94 (DATE) before me, Winifred D. Alexander Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Boyd P. Kelly, Trustee of Boyd C Kelly Trust (NAME(S) OF SIGNER(S)),

☐ personally known to me - OR - ☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WINNIFRED D. ALEXANDER
Comm. #964877
NOTARY PUBLIC CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires April 22, 1996

WITNESS my hand and official seal.

8/23/94

Hand Seal in lower left Corner of Document

Winifred D. Alexander
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☑ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Oil & Gas Lease

NUMBER OF PAGES 1 DATE OF DOCUMENT 08/23/94

SIGNER(S) OTHER THAN NAMED ABOVE None

©1992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-718

Producers 88 -Revised
Wyoming (U)
(12-56)

[redacted]

OIL AND GAS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 6th day of September, 19 94, by and between John E. Wardell, a single man

of P.O. Box 33, Daniel, Wyoming 83115, 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:

SEE EXHIBIT "A" ATTACHED HERETO

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 682.37 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ Two (2) 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 (which ... shall continue as the depository regardless of changes in ownership of said land), the sum of $10.00 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, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee 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.

[redacted] JEW SKS

248356

RECORDED Sept 8, 19 94 3:45PM
IN BOOK 990 PAGE 9
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

9

[redacted] SKS JEW

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.

[redacted] SKS JEW

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.

[redacted] JEW SKS

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

X John E. Wardell
John E. Wardell, a single man
SSN: 520-38-7848

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 8th day of September, 1994, before me personally appeared John E. Wardell, 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.

Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated September 6, 1994, by and between John E. Wardell, a single man, as Lessor, and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Township 30 North, Range 110 West, 6th P.M.
Section 19: E/2SE4, SW/4SE/4
Section 30: Lots 1, 2, 5, 6, 9 & 12
Township 29 North, Range 110 West, 6th P.M.
Section 4: S/2SW/4SE/4
Section 9: E/2

together with all accretion and riparian rights thereto and all right, title and interest to the bed of the Green River

containing 682.37 acres, more or less, located in Sublette County, Wyoming.

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached, Lessor and Lessee also agree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2 If Lessor royalty income from producing well or wells is less than the yearly lease rental payments, then Lessee shall reimburse to Lessor payment equal to the annual rental payments. If payment is not received within ninety (90) days from date of first production payment less than annual rental payment, then this lease shall terminate as to both parites.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State Law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to total depth drilled or produced from plus 100 feet, whichever is greater beyond said period as to all lands covered hereby so long as Lessee engages in and commences in actual drilling operations on at least one (1) test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost, gas from any producing well located on lands covered by this lease for electricity and heat for any principal

dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages incurred by Lessor's actions regarding the connections from the point of connection to the dwellings, and the taking and/or using of said gas. Lessee is liable for the pipeline from the point of connection to the wellhead. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor the estimated loss to agriculture for roadway right-of-way and location site. If production is encountered, annual payment, to be determined at well completion and revised yearly shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible to their original state and reseeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

14) Lessee shall be required to use all reasonable and prudent effort to protect and to prevent loss to Lessor's ranching operations in the construction of pipelines, locations, telephone lines, powerlines, tanks, ponds roadways, plants or any other such construction.

15) Lessor shall receive 100% of all royalty proceeds subject to the limitations stated in paragraph 17 below. There will be no deductions for production costs, pipeline, trucking or any other cost deducted from the proceeds.

16) Lessee shall not drill a well within one quarter mile from a house or barn or water source unless Lessor agrees otherwise in writing.

17) It is hereby understood that the Grantors, their heirs, successors and assignees named in the Warranty Deed dated February 7, 1966, Recorded in Book 13 of Deeds, Page 3, have retained the right to one-half of the royalty proceeds (not to include bonus payment or delay rental payment paid pursuant to this Oil & Gas Lease as to the following described lands:

<u>Township 33 North, Range 110 West, 6th P.M.</u>
Section 4: S/2SW/4SE/4
Section 9: E/2

SIGNED FOR IDENTIFICATION

John E. Wardell

John E. Wardell, a single man

THIS AGREEMENT made and entered into this ..... day of September, 19[redacted] and between

Robert M[redacted]ler and Tara L. Miller[redacted] husband & wife

of P.O. Box 67, Big Piney, Wyoming 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:

SEE EXHIBIT "A" ATTACHED HERETO

248363

RECORDED Sept 9, 1994 11:15AM
IN BOOK 99 Misc PAGE 13
FEES 14.00 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 87[illegible]17.23 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 The Address Shown Above which bank or its successors, which shall continue as the depository of said rental 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 written agreement setting forth the development or operation approved by the Secretary of the Interior or other officer or representative of the United States authorized to approve such unit agreements and, from time to time, with like approval to modify, change or terminate any such agreement or any of such 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 herein. In the event that the production 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 only royalty payments or 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 pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

~~Interested Lessee, following such election, shall~~

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.~~

RMM TM SRS

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

X Robert M Miller
Robert M. Miller
SSN: 520-54-9601

X Tara L. Miller
Tara L. Miller
SSN: 520-68-4671

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 6th day of September, 1994, before me personally appeared Robert M. Miller and Tara L. 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:
Nov. 4, 1996

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

Leka L Sanders
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]

or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to all formations beyond said period as to all lands covered hereby so long as Lessee engages in test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages inccurred by Lessor's actions regarding the connections, and the taking and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portionof land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

SIGNED FOR IDENTIFICATION

X _____
Robert M. Miller

X _____
Tara L. Miller

[redacted] EXHIBIT "A" [redacted]

Attached to and made a part of that certain Oil & Gas Lease Dated September 6, 1994, by and between Robert M. Miller and Tara L. Miller, husband and wife, as Lessor and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Description of Lands

Township 31 North, Range 110 West of the 6th P.M.
Section 7: Lots 3, 4 , SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West of the 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 111 West of the 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SW/4

Township 34 North, Range 111 West of the 6th P.M.
Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 34 North, Range 112 West of the 6th P.M.
Section 1: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West of the 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

Township 35 North, Range 112 West of the 6th P.M.
Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 7: NE/4NE/4
Section 8: N/2NW/4, SW/4NW/4
Section 9: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 10: N/2NE/4, SE/4NE/4, NE/4NW/4
Section 11: S/2N/2, N/2SE/4, NE/4SW/4
Section 13: SW/4SW/4
Section 14: SW/4NE/4, NE/4NW/4, S/2NW/4, S/2
Section 15: S/2N/2, S/2
Section 22: N/2N/2
Section 23: NW/4NE/4, N/2NW/4
Section 25: E/2SE/4

Township 36 North, Range 112 West of the 6th P.M.
Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4 and all portions of the NW/4NW/4, E/2E/2 lying and being West of the center line of State Highway 187
Section 13: W/2NW/4, SW/4, all portions of the E/2NW/4 lying and being West of the center line of State Highway 187
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

All above lands containing 8717.23 acres, more or less

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this EXHIBIT "A" is attached, Lessor and Lessee also agrree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first production to the one year (1) anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor(s) within ninety(90) days from the anniversary date that a deficiency in royalty occurs as described above this lease shall terminate as to all parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed

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

OIL AND [redacted]AS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 6th day of September, 19 94, by and between Kathleen A. Miller, a single woman

of P.O.Box 243,Daniel,Wyoming 83115, 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:

SEE EXHIBIT "A" ATTACHED HERETO

248364

RECORDED Sept 9, 1994 11:15AM
IN BOOK 99046 PAGE 19
FEES 16.00 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 8717.23 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXX XXXXXXX~~ 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 ~~XXXXXX

[illegible]

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.~~

SKS
Km

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

x Kathleen A. Miller
Kathleen A. Miller, a single woman
520-70-5607
SSN:

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 6th day of September, 1994, before me personally appeared Kathleen A. 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.

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.

(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]

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease Dated September 6, 1994, by and between Kathleen A. Miller, a single woman, as Lessor and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Description of Lands

Township 31 North, Range 110 West of the 6th P.M.
Section 7: Lots 3, 4 , SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West of the 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 111 West of the 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SW/4

Township 34 North, Range 111 West of the 6th P.M.
Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 34 North, Range 112 West of the 6th P.M.
Section 1: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West of the 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

Township 35 North, Range 112 West of the 6th P.M.
Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 7: NE/4NE/4
Section 8: N/2NW/4, SW/4NW/4
Section 9: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 10: N/2NE/4, SE/4NE/4, NE/4NW/4
Section 11: S/2N/2, N/2SE/4, NE/4SW/4
Section 13: SW/4SW/4
Section 14: SW/4NE/4, NE/4NW/4, S/2NW/4, S/2
Section 15: S/2N/2, S/2
Section 22: N/2N/2
Section 23: NW/4NE/4, N/2NW/4
Section 25: E/2SE/4

Township 36 North, Range 112 West of the 6th P.M.
Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4 and all portions of the NW/4NW/4, E/2E/2 lying and being West of the center line of State Highway 187
Section 13: W/2NW/4, SW/4, all portions of the E/2NW/4 lying and being West of the center line of State Highway 187
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

All above lands containing 8717.23 acres, more or less

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this EXHIBIT "A" is attached, Lessor and Lessee also agrree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first production to the one year (1) anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor(s) within ninety(90) days from the anniversary date that a deficiency in royalty occurs as described above this lease shall terminate as to all parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed

[redacted] [redacted] [redacted]

or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to all formations beyond said period as to all lands covered hereby so long as Lessee engages in test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages inccurred by Lessor's actions regarding the connections, and the taking and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portionof land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

SIGNED FOR IDENTIFICATION

x Kathleen A. Miller
Kathleen A. Miller, a single woman

Producers 88—R
Wyoming (U)
(12-56)

OIL AND [redacted]S LEASE

[redacted]

THIS AGREEMENT, made and entered into this 6th day of September, 1994, by and between Shad Z. Roberts & Patricia M. Roberts, husband & wife

of P.O.Box 11, Daniel, Wyoming 83115, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

248365

RECORDED Sept. 9 1994 11:15 AM
IN BOOK 99 Mis PAGE 25
FEES 11.00 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 8717.23 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXXXXXXXX~~ THREE (3) ~~XXXXXXXXXX~~ 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 ~~XXXXXXXXX

[illegible]

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 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 effect the purposes for which this lease is made.~~

JZR SKS PMR

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

x Shad Roberts
Shad Z. Roberts
SSN: 520-68-4417

x Patricia M Roberts
Patricia M Roberts
SSN: 520 20 5624

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 8th day of September, 19 94, before me personally appeared Shad Z. Roberts & Patricia M. Roberts, 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:
My Commission Expires: 10-06-96

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]

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease Dated September 6, 1994, by and between Shad Z. Roberts and Patricia M. Roberts, husband and wife, as Lessor and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Description of Lands

Township 31 North, Range 110 West of the 6th P.M.
Section 7: Lots 3, 4 , SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West of the 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 111 West of the 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SW/4

Township 34 North, Range 111 West of the 6th P.M.
Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 34 North, Range 112 West of the 6th P.M.
Section 1: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West of the 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

Township 35 North, Range 112 West of the 6th P.M.
Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 7: NE/4NE/4
Section 8: N/2NW/4, SW/4NW/4
Section 9: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 10: N/2NE/4, SE/4NE/4, NE/4NW/4
Section 11: S/2N/2, N/2SE/4, NE/4SW/4
Section 13: SW/4SW/4
Section 14: SW/4NE/4, NE/4NW/4, S/2NW/4, S/2
Section 15: S/2N/2, S/2
Section 22: N/2N/2
Section 23: NW/4NE/4, N/2NW/4
Section 25: E/2SE/4

Township 36 North, Range 112 West of the 6th P.M.
Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4 and all portions of the NW/4NW/4, E/2E/2 lying and being West of the center line of State Highway 187
Section 13: W/2NW/4, SW/4, all portions of the E/2NW/4 lying and being West of the center line of State Highway 187
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

All above lands containing 8717.23 acres, more or less

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this EXHIBIT "A" is attached, Lessor and Lessee also agrree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first production to the one year (1) anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor(s) within ninety(90) days from the anniversary date that a deficiency in royalty occurs as described above this lease shall terminate as to all parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed

(...)ed acreage necessary to abide [redacted] State law, order, rule or regul[redacted] the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to all formations beyond said period as to all lands covered hereby so long as Lessee engages in test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages inccurred by Lessor's actions regarding the connections, and the taking and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portionof land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

SIGNED FOR IDENTIFICATION

x Shad Z. Roberts
Shad Z. Roberts

x Patricia M Roberts
Patricia M. Roberts

[redacted] Price & DeeAnn B. Pric[redacted] husband and wife [redacted]

of P.O.Box 370,Daniel,Wyoming 83115, 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 ony 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 32 North, Range 110 West, 6th P.M.
Section 5: SE/4SE/4
Section 8: NE/4, E/2SE/4
Section 9: SW/4NW/4, W/2SW/4
Township 33 North, Range 110 West, 6th P.M.
Section 7: SE/4NE/4
Section 8: S/2NW/4, W/2NE/4, N/2SW/4, SE/4
Section 9: SW/4

248370

RECORDED Sept 9, 1994 12:00 PM
IN BOOK 99 046 PAGE 31
FEES 14.00 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 1000.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~four (4)~~ 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.

SKS, CCF DBP

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, which 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 ony 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.

[redacted]

SKS, CCF DBP

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.

An Exhibit "A" is attached which includes additional language to this lease.

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

X Charles C. Price
Charles C. Price

SSN: 528-58-3550

X DeeAnn B. Price
DeeAnn B. Price

SSN: 528-66-9697

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 9th day of September, 1994, before me personally appeared Charles + DeeAnn Price, 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:
6-21-97

SHONDA K. BRANDENBURG - Notary Public
County of Sublette
Wyoming
My Commission Expires June 21, 1997

Shonda Brandenburg
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]

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated May 25, 1994, by and between Charles C. Price and DeeAnn B. Price, husband and wife, as Lessor, and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Where languange is found to be contradictive between the above language in the Oil & Gas Lease and the attached Exhibit "A" to this Oil & Gas Lease, it is hereby agreed and understood that the language in the Exhibit "A" shall prevail and supersede all other language in the Oil & Gas Lease.

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) If Lessor royalty income from producing well or wells is less than the yearly lease rental payments, then Lessee shall reimburse to Lessor payment equal to the annual rental payments. If payment is not received within ninety (90) days from date of first production payment less than annual rental payment, then this lease shall terminate as to both parites.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State Law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to total depth drilled or produced from plus 100 feet, whichever is greater beyond said period as to all lands covered hereby so long as Lessee engages in and commences in actual drilling operations on at least one (1) test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled

to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost, gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages incurred by Lessor's actions regarding the connections from the point of connection to the dwellings, and the taking and/or using of said gas. Lessee is liable for the pipeline from the point of connection to the wellhead. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor the estimated loss to agriculture for roadway right-of-way and location site. If production is encountered, annual payment, to be determined at well completion and revised yearly shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible to their original state and reseeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

14) Lessee shall be required to use all reasonable and prudent effort to protect and to prevent loss to Lessor's ranching operations in the construction of pipelines, locations, telephone lines, powerlines, tanks, ponds roadways, plants or any other such construction.

[redacted] ~~graph 17 below.~~ There will be [redacted] uctions for production costs, p[redacted] marketing or any other cost deducted from the proceeds.

16) Lessee shall not drill a well within one quarter mile from a house or barn or water source unless Lessor agrees otherwise in writing.

SIGNED FOR IDENTIFICATION

Charles C. Price

Charles C. Price

DeeAnn B. Price

DeeAnn B. Price

Transfer of Interest in Oil & Gas Rights
From Pauline F. Hischier to Pauline F. Hischier Trust

All interests in Sections 3, 4, 9 and 10, Township 27 North, Range 113 West, 6th P.M. Wyoming in the North LaBarge Shallow Unit Area in Sublette County, Wyoming

and

All interests in

0869500001 - Saddle Ridge Unit

Initial Participating Area (Revised) for the Mesaverde 5th zone of the Saddle Ridge Unit as approved by the U.S. Geological Survey, effective as of April 1, 1963, and containing 375.91 acres.

1091800001 - North LaBarge (Deep) Unit

Initial Participating Area for the Frontier Formation of the North LaBarge Deep Unit as approved by the U.S. Geological Survey, effective as of August 1, 1958, and containing 4,279.03 acres.

Trustor, Pauline F. Hischier, executed this document per Declaration of Trust on 30th of October, 1990.

248410

RECORDED Sept. 13, 1994 2:00 PM
IN BOOK 99 Q76 PAGE 36
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Henry E. Reed
Successor Trustee
Pauline F. Hischier Trust

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 6th day of September, 1994, before me, the undersigned, a Notary Public for the State of Montana, personally appeared HENRY E. REED, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 09-18-94

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW132423

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: Donald B Anderson Ltd
   Street: 1200 17th St #1150
   City, State, Zip Code: Denver CO 80202

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

248465

RECORDED Sept. 16, 1994 8:25a M
IN BOOK 99 Oth PAGE 38
FEES $ 28.00 Mary D. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saston

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0300N R. 113OW 06th Meridian WY State Sublette County

sec 013 N2NE SENE;
025 ALL;
026 N2 SE;
035 W2;

Total acres in lease 1560 000
Rental retained $ _____

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Supervisory Land Law Examiner (Title)

MAY 11 1994 (Date)

EFFECTIVE DATE OF LEASE JUN 01 1994

FOR LESSEE

(Continued on reverse)

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 [redacted] direct and indirect, in each public domain and acq[redacted] parately in the same State do not exceed 246,080 acres [redacted] gas leases (of which up to 200,000 acres may be in oil [redacted]ons), or 300,000 acres in leases in each leasing [redacted]ska of which up to 200,000 acres may be in options, (4) [redacted] ot 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 they include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

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

Duly executed this _____ day of _____, 19 ____

_____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease. $1.50; for 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.

40

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

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

OMB NO. 1004 0074
Expires: April 30, 1994

State	Date of sale
Wyoming	4/5/94

PARCEL NUMBER

AMOUNT OF BID *(See Instructions below)*

THE BID IS FOR *(Check one)* :	TOTAL BID	PAYMENT SUBMITTED WITH BID
☑ Oil and Gas Parcel Number 472		
☐ Geothermal Parcel Number Name of Known Geothermal Resource Area (KGRA)		

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

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

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

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

David B. Anderson LTD
Print or Type Name of Lessee

[signature]
Signature of Lessee or Bidder

1200 17th Street #1150
Address of Lessee

Denver CO 80202
City State Zip Code

INSTRUCTIONS

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

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

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

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

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

(Continued on reverse)

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

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

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

WYW132423

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #1;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW132423

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Feb 1 to Jul 31;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2;

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW132423

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within 1/4 mile of the Lander Trail will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale Oil and Gas Lease Stipulation #2;

For the purpose of:

(3) protecting significant historic trails.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW132423

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within 1/4 mile of a sage/sharp-tailed grouse strutting/dancing ground will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2;

For the purpose of:

(3) protecting sage/sharp-tailed grouse breeding habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW132423

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within 1/2 mile of active sage grouse leks between midnight and 9:00 AM from March 1 to May 15 will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts. This may include development, operations and maintenance of facilities;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2;

For the purpose of:

(3) protecting sage grouse breeding activities.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW132423

SPECIAL LEASE NOTICE

THREATENED, ENDANGERED, CANDIDATE, OR OTHER SPECIAL STATUS PLANT AND ANIMAL SPECIES

The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species are present. (Endangered Species Act of 1973 as amended, Sections 2 and 7.)

SPECIES: Astragalus drabelliformis (bastard draba milkvetch), Cirsium aridum (Cedar Rim thistle);

NOTICE TO LESSEE

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: THAT **Donald B. Anderson Ltd., 1200 - 17th Street, Suite 1150, Denver, CO 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 acknowledged by Assignor, does hereby transfer, bargain, sell, grant, assign and convey, subject to any conditions, exceptions or reservations which may be hereinafter stated unto the following named parties, hereinafter collectively referred to as **Assignee,** an undivided overriding royalty interest set out opposite their names, as follows:

NAME	INTEREST
Joseph C. Anderson 1200 - 17th Street, Suite 1150 Denver, Colorado 80202	3.50%
Cheryl L. Robacker 3335 Beech Ct. Golden, CO 80401	0.75%
Pamela B. Larson 10604 W. Quarles Avenue Littleton, Colorado 80127	0.75%

In and to all the oil, oil-well casinghead gas, gas-well gas, all other hydrocarbons in liquid or gas phase, all gases whether or not combustible in and under that may be produced, saved and marketed from the following oil and gas lease located in Sublette County, Wyoming:

Lessor:	WYW-132423
Lessee:	Donald B. Anderson Ltd.
Lease Date:	6/01/1994
Expiration:	5/31/2004
Description:	**TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M.** Section 13: N/2NE/4, SE/4NE/4 Section 25: All Section 26: N/2, SE/4 Section 35: W/2 Containing 1,560.00 acres, more or less.

The overriding royalty interest herein conveyed is payable out of and only out of the oil and gas produced, saved and marketed pursuant to terms and provisions of the oil and gas lease described above. Said overriding royalty interest shall be free and clear of all costs and expenses of development and operation of every kind and nature except its share of taxes attributable thereto.

The overriding royalty interest herein conveyed shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the oil and gas lease or unavoidably lost; and no recycling operations or pressure maintenance operations benefitting said land.

248466

RECORDED Sept. 16, 1994 8:35AM
IN BOOK 99 Of 10 PAGE 50
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadon

Assignee, by their acceptance hereof, agree and consent that if the aforesaid lease covers less than the entire and undivided mineral estate in the land purported to be covered by the aforesaid lease, then said overriding royalty interest shall be reduced to that ratio which the mineral interest actually covered by said lease bears to the entire and undivided mineral estate in said tract of land; and further if Assignor owns less than 100% interest in the oil and gas lease, then the overriding royalty shall be reduced to that ratio which Assignor's actual interest owned bears to 100% working interest in the oil and gas lease.

This assignment is made without warranty, express or implied. This assignment is binding upon and shall inure to the benefit of respective heirs, successors and assigns of the parties hereto.

EXECUTED THIS 12TH day of September, 1994.

DONALD B. ANDERSON LTD.

Joseph C. Anderson, Partner

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joseph C. Anderson, Partner of Donald B. Anderson Ltd.

This 12th day of September, 1994.

WITNESS my hand and official seal.

My commission expires:
Commission Expires Sept. 30, 1996

Joella E. Romero
Notary Public

NOTARY PUBLIC JOELLA E. ROMERO STATE OF COLORADO

STATEMENT OF ASSIGNEE'S QUALIFICATION TO HOLD OVERRIDING ROYALTY INTERESTS
USA WYW-132423

1. 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 o f 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 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.

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

Dated this 12TH day September, 1994.

Joseph C. Anderson

Cheryl L. Robacker

Pamela B. Larson

[redacted] [redacted] [redacted] ATLOCK'S

FORM TA 21-2 REV 3 19 94

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated July 1, 1994, from Sue L. O'Neill, 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:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

248506

RECORDED Sept. 19, 1994 9:10A M
IN BOOK 99 Pg 46 PAGE 53
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Kevin Patrick O'Neill, a married man dealing in his sole and separate property

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
Sue L. O'Neill, a single woman	Bank of America 8001 North Oracle Road Tucson, Arizona 85704	$260.92
Kevin Patrick O'Neill, a married man dealing in his sole and separate property	-0-	-0-

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 1st day of July, 1994.

X Kelsey O'Neill (SEAL)

Kevin Patrick O'Neill, a married man dealing in his sole and separate property (SEAL)

(SEAL)

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

STATE OF New York
COUNTY OF Erie } 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 28 day of July, 19 94, personally appeared Kevin Patrick O'neill

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 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 MARK J. MARANTO
Notary Public, State of New York
No. 01MA5014665
Qualified in Niagara County
Commission Expires June 6, 95

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

EXHIBIT "A" attached to and made a part of that certain Ratification and Rental Division Order, dated July 1, 1994, by and between Sue L. O'Neill, a single woman, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lot 2(37.30), Lot 3(37.30), Lot 4(37.32), SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lot 1(37.33), Lot 2(37.34), E/2NW/4, NE/4SW/4, E/2
Section 20: NE/4, E/2NW/4, NW/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)
Section 11: Lot 1(33.62), Lot 2(31.98), Lot 3(30.34), Lot 4(28.70), SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lot 1(39.37), Lot 2(38.88), Lot 3(37.04), Lot 4(35.31), S/2N/2, N/2S/2, SW/4SW/4, S/2SE/4
Section 13: NE/4NE/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lot 3(40.06), Lot 4(40.02), SE/4SW/4, SW/4SE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

All of the above lands containing 5,218.30 acres, more or less.

Signed for Identification

Kevin Patrick O'Neill

FORM TA-21-2 REV 3-15-84

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 25, 1994, from Gordon M. Mickelson & Margaret G. Mickelson, husband & wife, as Lessors, to Starwood, Inc.,a Texas Corporation, as Lessee, recorded in Book _____, Page _____, 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 110 West, 6th P.M.
Section 20: E/2NE/4, SW/4NE/4, E/2SE/4
Section 21: Lot 9, W/2SW/4, SE/4SW/4
Section 27: Lots 2 & 3
Section 28 Lot1, SW/4NE/4, N/2NW/4, E/2SW/4, W/2SE/4, SE/4NW/4
Section 33: NE/4
Section 34: Lot 3

together with all accretion and reparian 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 Daniel E. Chapel, a widower

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
Daniel E. Chapel, a widower	P.O.Box 338 Big Piney, Wyoming 83113	$948.12

248507

RECORDED Sept. 19, 1994 9:10A M
IN BOOK 990PG PAGE 56
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

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 30 day of August, 1994.

Patricia Chapel

x Daniel E. Chapel (SEAL)
Daniel E. Chapel, a widower

(SEAL)

SSN: 520-42-9553 (SEAL)

(SEAL)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

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 30 day of August, 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 1998

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

Bonnie Bennett
Notary Public.

Address: Box 391 Big Piney, Wy

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 ,

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

58

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 9th day of August, 19 94, by and between Marian G. Pinson, a single woman

of 3045 Buena Vida Circle, Apt. 111E, Las Cruces, New Mexico 88011

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 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4

RECORDED Sept. 19, 1994 9:10AM
248508 IN BOOK 99 016 PAGE 58
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacks

of Section – – – – – – – – –, Township – – – – – – – – – –, Range – – ~~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 600.00 acres, being the purpose and intent of lessor 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. MGP 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 (⅛) 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 (⅛) 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 (⅛) 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 (⅛) 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 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 One Thousand Two Hundred and no/100 - - - - - - - - - - - - - DOLLARS ($ 1,200.00), 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, 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, roteably 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. Less[redacted]g such execution, shall furnish lessor with o[redacted]such unit agreement by mail to lessor's last k[redacted]ess as shown by lessee's records[redacted] give lessor written notice of approval of the [redacted]the same manner within a reasonable time afte[redacted] 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 17th day of August, 19 94, before me personally appeared MARIAN G. PINSON, to me known to be the person (~~s~~) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as h~~is~~ (or her or ~~their~~) free act and deed.

My commission expires:
6-17-97

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 ....., 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: .....

60

Producers 88- Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 9th day of August, 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 Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessor (whether one or more), and 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 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4

248509

RECORDED Sept. 19, 1994 9:10 AM
IN BOOK 99 046 PAGE 60
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sapp

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 600.00 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.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 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 One Thousand Two Hundred and no/100 - - - - - - - - - - DOLLARS ($ 1,200.00), 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, 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. Les[redacted] g such execution, shall furnish lessor with o[redacted] such unit agreement by mail to lessor's last k[redacted]ss as shown by lessee's recu.d[redacted] give lessor written notice of approval of the [redacted] the same manner within a reasonable time afte[redacted] 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 17th day of August, 19 94, before me personally appeared JACKIE MAE MARTIN and her husband, R. WILSON MARTIN, pro forma, to me known to be the ~~person(s)~~ persons) described in and who executed the foregoing instrument, and acknowledged that ~~he (she) (they)~~ they) executed the same as his (or her or their) free act and deed.

My commission expires:
6-17-97

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: .....

62

Producers 88--Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of August, 1994, 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 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4

248510

RECORDED Sept. 19, 1994 9:10 AM
IN BOOK 99 Oth PAGE 62
FEES 8.00
By Cathy Sorlien SUBLETTE COUNTY CLERK
COUNTY CLERK

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 600.00 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.

B.F. T.F.

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 One Thousand Two Hundred and no/100 - DOLLARS ($ 1,200.00), 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, 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. Les[redacted]ng such execution, shall furnish lessor with a[redacted] such unit agreement by mail to lessor's last k[redacted]ess as shown by lessee's rec[redacted] give lessor written notice of approval of the [redacted] the same manner within a reasonable time aft[redacted] 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 15th day of August, 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

Dina 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: ____

Producers 88—Revised
Wyoming (U)
(12-56)

64

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of August, 19 94, by and between Vernon Bennett and Linda Bennett, Individually and as husband and wife

of HCR 76 Box 10, Des Moines, New Mexico 88418

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 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4

248511

RECORDED Sept. 19, 1994 9:10 A M
IN BOOK 99 076 PAGE 64
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacco

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 600.00 acres.

U.B. L.B.
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 One Thousand Two Hundred and NO/100 DOLLARS ($ 1,200.00), 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, 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 or 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. Les[redacted]ng such execution, shall furnish lessor with [redacted] such unit agreement by mail to lessor's last k[redacted]ess as shown by lessee's recor[redacted] give lessor written notice of approval of the[redacted] the same manner within a reasonable time aft[redacted] 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 Chaves } SS.

(Individual—Wyo.)

On this 16 day of August, 19 94, before me personally appeared Vernon Bennett and 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:

10/15-97

Erlene Bradley
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: .....

66

Producers 8[illegible]—Revised
W[illegible]oming (U)
(1[illegible]6)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of August, 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

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 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4

248512

RECORDED Sept. 19, 1994 9:10A M
IN BOOK 99 Of 6 PAGE 66
FEES 8.00
SUBLETTE COUNTY CLERK
By [illegible] Sayler
COUNTY CLERK

of Section [illegible], Township [illegible], Range [illegible], if 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 600.00 acres, more or less.

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.

B.A. B.V.A.
B.A. B.V.A.

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 One Thousand Two Hundred and NO/100 - - - - - - - - - - - - DOLLARS ($ 1,200.00), 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, 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. Le[redacted]ng such execution, shall furnish lessor with [redacted] such unit agreement by mail to lessor's last [redacted]ess as shown by lessee's record[redacted] give lessor written notice of approval of the [redacted] the same manner within a reasonable time aft[redacted] notified of such approval.

Lessee shall have the right to use, free of cost, all 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
by Beverly Allen, Attorney in fact

STATE OF NEW MEXICO
COUNTY OF CURRY } SS.

(Individual—Wyo.)

On this 15th day of August, 19 94, before me personally appeared BEVERLY ALLEN, personally and as attorney in fact for 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 ____, 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: ____

Wyoming (U)
(12-56)

68

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 6th day of September, 1994, by and between Robert M. Miller, as Personal Representative of the Estate of Mildred M. Miller, deceased of P.O. Box 67, Big Piney, Wyoming 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:

SEE EXHIBIT "A" ATTACHED HERETO

248513

RECORDED Sept 19 1994 M
IN BOOK 99 Or6 PAGE 68
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Cathy Sauston

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 5508.79 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 At Address SHown Above ~~[illegible]~~ sum of $2.00 per net acre ~~[illegible]~~ DOLLARS ($ ~~[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, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee 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. Lessee is hereby granted the same rights and privileges with respect to any land covered by this lease as are granted to lessee by any such unit agreement, and all drilling and development obligations of this lease, including the obligation to pay royalties, shall be satisfied by compliance with the terms and provisions of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may otherwise be 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, whether such operations are conducted by lessee, by those owning an interest in the land covered by said agreement, or by others, there shall be allocated to the land covered by this lease and included in such unit such proportion of the oil and gas produced from all lands in such unit as the number of surface acres in the land covered by this lease and included in such unit bears to the total number of surface acres in all lands included in such unit, and such allocation shall be conclusive, determinative, and binding upon all parties hereto for the purpose of computing royalties hereunder to be paid to lessor by lessee. Royalties hereunder shall be computed on the production so allocated. Nothing herein contained shall operate to grant, lease or convey to lessee, any interest in the land covered by this lease beyond the term hereof, or any rights or interests in any other lands or formations than those embraced in the land covered by this lease, or any term longer than the term of this lease, or any rights to any leasehold royalty

[redacted] [redacted] [redacted]

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.~~

RMM SKS

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

X Robert M. Miller, Personal Representative
Robert M. Miller, as Personal Representative of the Estate of Mildred M. Miller, deceased
SSN or FIN:

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 6th day of September, 1997, before me personally appeared Robert M. Miller, personal representative of Estate of Mildred M. Miller 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:
Nov. 4, 1996

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

Lela L. Sanders
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: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease Dated September 6, 1994, by and between Robert M. Miller, as Personal Representative of the Estate of Mildred M. Miller, deceased, as Lessor and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Description of Lands

Township 31 North, Range 110 West of the 6th P.M.
Section 7: Lots 3, 4 , SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West of the 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 34 North, Range 110 West of the 6th P.M.
Section 30: Lot 4, SE/4SW/4

Township 34 North, Range 111 West of the 6th P.M.
Section 25: S/2
Section 26: S/2
Section 27: W/2SE/4, SE/4SE/4
Section 28: S/2NW/4, SW/4
Section 34: N/2NE/4
Section 35: NE/4, E/2NW/4, NW/4NW/4, N/2SE/4
Section 36: N/2

Township 34 North, Range 112 West of the 6th P.M.
Section 1: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West of the 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4 & SW/4SW/4

Township 35 North, Range 112 West of the 6th P.M.
Section 9: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 25:E/2SE/4

[redacted] [redacted] [redacted]

Township 36 North, Range 112 West of the 6th P.M.

Section 13: W/2NW/4, SW/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4 & N/2SW/4

All above lands containing 5508.79 **acres, more or less**

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this EXHIBIT "A" is attached, Lessor and Lessee also agrree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first production to the one year (1) anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor(s) within ninety(90) days from the anniversary date that a deficiency in royalty occurs as described above this lease shall terminate as to all parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to all formations beyond said period as to all lands covered hereby so long as Lessee engages in test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during

each succeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages inccurred by Lessor's actions regarding the connections, and the taking and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portionof land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

SIGNED FOR IDENTIFICATION

X Robert M Miller Personal Rep. for Mildred M Miller estate

Robert M. Miller, as Personal Representative of the Estate of Mildred M. Miller, deceased

Produce.s 88—[redacted]
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 25th day of August 19 94, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband & wife

of P.O.Box 190, Big Piney, Wyoming 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 31 North, Range 110 West, 6th P.M.
Section 20: E/2NE/4, SW/4NE/4, E/2SE/4
Section 21: Lot 9, W/2SW/4, SE/4SW/4
Section 27: Lots 2 & 3
Section 28: Lot 1, SW/4NE/4, N/2NW/4, E/2SW/4, W/2SE/4 & SE/4NW/4
Section 33: NE/4
Section 34: Lot 3

together with all accretion and reparian right, title and interest to the bed of the Green River

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 948.12 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~xxxxx~~ 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 ~~BANK~~ ~~[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 accoraing 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 beors to the whole and undivided mineral fee.

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

Lessee 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

248514

RECORDED Sept. 19, 1994 9:10 AM
IN BOOK 99 Misc PAGE 73
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

73

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, all 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 all, 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.

The royalty is one-eight (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

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

X Gordon M. Mickelson
Gordon M. Mickelson

SSN: 520-42-9681

X Margaret G. Mickelson
Margaret G. Mickelson

SSN: 520-20-6473

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 7th day of September, 19 94, before me personally appeared Gordon M. Mickelson, 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:

My Commission Expires: 10-06-96

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 7th day of September, 19 94, before me personally appeared Margaret G. Mickelson, 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:

My Commission Expires: 10-06-96

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]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Wold University Endowment Fund ----- (Assignor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, does hereby sell, assign, transfer and convey unto University Endowment Fund, a partnership, of 139 West 2nd Street, Suite 200, Casper, Wyoming 82601 ---------- (Assignee), an overriding royalty of see Exhibit "A" percent (XXXXXXXXXXXXXXXXXXXX) of the amount or value of all oil, gas, gas condensate, and all other liquid or liquefiable hydrocarbon substances and all other valuable gases, materials, matters, minerals, solutions, substances and vapors, whether similar or dissimilar, associated and produced therewith (the "product") produced, saved, or marketed from the lands described below and located in Sublette County, Wyoming ---------, under and pursuant to that certain Oil and Gas Lease from XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX to XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, effective XXXXXXXXXXXXXXXX, 19 XX, as lease/contract No. XXXXXXXXXXXXXXXXXXXXXXXXX, to wit:

see attached Exhibit "A"

248525

RECORDED Sept. 19 19 94 11:35a M
IN BOOK 99 Of 6 PAGE 75
FEES 25.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

The value upon which the overriding royalty is to be paid is the price ultimately paid for the product to the Lessee without deduction for any costs the Lessee may incur for development, operating, production, processing, or transportation costs on the product, save and except the Assignee shall bear its proper share of the expense of ad valorem and severance taxes. Said overriding royalty shall be computed and paid at the same time as royalties on production are payable to the Lessor under said lease, and in no event shall said overriding royalty be based on a value or amount less than that upon which the royalty payable to the Lessor under said lease is based.

The overriding royalty, in kind or cash at Assignee's election, shall be payable to Assignee on all sums and amounts of money, bonuses, premiums, and all other benefits in cash, kind or otherwise derived, received or realized by, or to inure to the benefit of Lessee (including advance payments under take-or-pay contracts) from the exchange, sale, swap or use of any one or more of said products derived from the above-described lands.

IN WITNESS WHEREOF, this assignment is executed and delivered this 19th day of January ----------, 19 94, but shall be effective as of January 1, --------, 19 94.

ATTEST WITNESS:

ASSIGNOR: WOLD UNIVERSITY ENDOWMENT FUND

Peter I. Wold, General Partner

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 19th day of January, 1994, before me, a Notary Public in and for said county, personally appeared Peter I. Wold, general partner of Wold University Endowment Fund, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said partnership.

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

Notary Public

My Commission Expires: 11/1/96

Judith L. Sightler Notary Public County of Natrona State of Wyoming My Commission Expires Nov 1, 1996

EXHIBIT "A"

TO THAT ASSIGNMENT OF OVERRIDING ROYALTY FROM WOLD UNIVERSITY ENDOWMENT FUND
TO UNIVERSITY ENDOWMENT FUND
Effective January 1, 1994

Sublette County, Wyoming

In the following leases, the top of the Mississippian Madison formation shall be defined as 14,122 feet on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW/4 of Section 10, Township 28 North, Range 114 West, Sublette County, Wyoming. The base of the Nugget Sandstone shall be defined as it occurs in the Dry Piney Unit No. 21 Well in the SENW of Section 4, Township 27 North, Range 114 West, Sublette County, Wyoming.

Lease No.	Dated	From	To	Description	Interest Conveyed (decimal)
W-05689	06/01/51	United States of America	Joseph R. Taucher	T.28N., R.114W., 6th P.M. Sec. 33: S/2SW — 80.00 acres from the base of the Nugget Sandstone to the top of the Madison formation	.00875 overriding royalty
W-0317227	06/01/65	United States of America	R.J. Ackerman	T.28N., R.114W., 6th P.M. Sec. 28: W/2NW, SW/4 — 240.00 acres from the surface of the ground to the top of the Madison formation	.02 overriding royalty
W-0317227A	06/01/65	United States of America	R.J. Ackerman	T.28N., R.114W., 6th P.M. Sec. 33: NW/4, N/2SW — 240.00 acres from the surface of the ground to the top of the Madison formation	.02 overriding royalty
W-0320213	11/01/65	United States of America	George C. Reeves	T.28N., R.114W., 6th P.M. Sec. 20: All (Lots 1-20) Sec. 29: Lots 3-8 and 13-15 — 1008.39 acres from the surface of the ground to the top of the Madison formation	.0025 overriding royalty

Lease No.	Dated	From	To	Description	Interest Conveyed (decimal)
W-96756	06/01/51	United States of America	Joseph R. Taucher	T.28N., R.114W., 6th P.M. Sec. 33: SE/4 Sec. 34: N/2N/2, SWNW — 360.00 acres from the base of the Nugget sandstone to the top of the Madison formation	.00875 overriding royalty
W-17208	03/01/69	United States of America	Edna M. Jones	T.28N., R.114W., 6th P.M. Sec. 32: Lots 16-20 – 180.42 acres from the surface of the ground to the top of the Madison formation	.015 overriding royalty
W-20038	03/01/69	United States of America	Edna M. Jones	T.28N., R.114W., 6th P.M. Sec. 28: E/2NE, NWNE, NWSE — 160.00 acres from the surface of the ground to the top of the Madison formation	.015 overriding royalty
W-20039	03/01/69	United States of America	Edna M. Jones	T.28N., R.114W., 6th P.M. Sec. 33: SWNE — 40.00 acres from the surface of the ground to the top of the Madison formation	.015 overriding royalty
W-11603	04/01/68	United States of America	J.E. Joujon-Roche	T.28N., R.114W., 6th P.M. Sec. 21: E/2 — 320.00 acres from the surface of the ground to the top of the Madison formation	.0066667 overriding royalty (1/3 of 2%)
W-38076	02/01/73	United States of America	John A. Kochergen	T.28N., R.114W., 6th P.M. Sec. 9: S/2 Sec. 10: SW/4 — 480.00 acres from the surface of the ground to the top of the Madison formation	.01 overriding royalty
W-51103	11/01/65	United States of America	George C. Reeves	T.28N., R.114W., 6th P.M. Sec. 17: Lots 1-3, 5-20 — 693.05 acres from the surface of the ground to the top of the Madison formation	.0025 overriding royalty

Lease No.	Dated	From	To	Description	Interest Conveyed (decimal)
W-0320841A	12/01/65	United States of America	W.L. Kiggens and Helen Howell	T.29N., R.114W., 6th P.M. Sec. 32: Lots 1-4, N/2S/2, N/2 — 662.95 acres from the surface of the ground to the top of the Madison formation	.01 overriding royalty
W-0325131	06/01/66	United States of America	Phillip E. Flanagan	T.29N., R.115W., 6th P.M. Sec. 24: W/2 Sec. 25: All — 960.00 acres from the surface of the ground to the top of the Madison formation	.01 overriding royalty
W-1329	10/01/66	United States of America	W.R. Carter	T.29N., R.115W., 6th P.M. Sec. 36: Lots 3, 4, NE/4, N/2SE — 321.29 acres from the surface of the ground to the top of the Madison formation	.01 overriding royalty
W-36057	10/01/66	United States of America	W.R. Carter	T.29N., R.114W., 6th P.M. Sec. 31: Lots 1-7, NE/4, E/2NW, NESW, N/2SE — 638.34 acres from the surface of the ground to the top of the Madison formation	.01 overriding royalty
W-45878	10/01/74	United States of America	Tom Panos	T.28N., R.115W., 6th P.M. Sec. 4: Lot 6, SW/4 — 192.92 acres from the surface of the ground to the top of the Madison formation	.05 overriding royalty
W-57546	02/01/77	United States of America	Patricia Halagan	T.28N., R.115W., 6th P.M. Sec. 26: All — 640.00 acres from the surface of the ground to the top of the Madison formation	.01 overriding royalty
W-80232	04/01/79	United States of America	Gus Carras	T.29N., R.115W., 6th P.M. Sec. 14: S/2, NE/4, E/2NW — 560.00 acres from the surface of the ground to the top of the Madison formation	.035 overriding royalty

Lease No.	Dated	From	To	Description	Interest Conveyed (decimal)
W-59398	08/01/77	United States of America	Fred D. Volz	T.29N., R.114W., 6th P.M. Sec. 18: NE/4 Sec. 20: All — 800.00 acres	.0045 overriding royalty (90% of 1/2 of 1% of 8/8)
W-8140	06/01/51	United States of America	Joseph R. Taucher	T.27N., R.114W., 6th P.M. Sec. 2: Lots 1,2,3,4, S/2N/2, S/2 Sec. 3: Lots 1,2,3,4, S/2N/2, N/2S/2 Sec. 4: Lots 1,2,3,4, S/2N/2 T.28N., R.114W., 6th P.M. Sec. 34: S/2NE, SENW, S/2 Sec. 35: SW/4 — 2040.44 acres from the base of the Nugget sandstone to the top of the Madison formation	.00875 overriding royalty
W-52404	12/01/75	United States of America	Edward C. Reinauer	T.29N., R.115W., 6th P.M. Sec. 12: All — 640.00 acres	.0225 overriding royalty (90% of 2.5% of 8/8)
W-78475	06/01/74	United States of America	Joanne Pritchett	T.29N., R.114W., 6th P.M. Sec. 10: All Sec. 15: E/2 — 960.00 acres	.00225 overriding royalty (90% of 1/4 of 1% of 8/8)
W-67196	04/01/79	United States of America	Gus Carras	T.29N., R.115W., 6th P.M. Sec. 1: All Sec. 2: All Sec. 11: E/2, E/2W/2 — 1760.00 acres	.035 overriding royalty
W-38887	04/01/73	United States of America	Howell Spear	T.29N., R.114W., 6th P.M. Sec. 4: Lot 4, S/2NE, SWNW, S/2 Sec. 5: Lots 1,2,3, S/2N/2, S/2 — 1000.90 acres	.0045 overriding royalty (90% of 1/2 of 1% of 8/8)
W-34473	06/01/72	United States of America	Louis Stein	T.29N., R.114W., 6th P.M. Sec. 24: W/2NE, SW/4, N/2SE — 320.00 acres	.00225 overriding royalty (90% of 1/4 of 1% of 8/8)

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Wold University Endowment Fund ----- (Assignor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, does hereby sell, assign, transfer and convey unto University Endowment Fund, a partnership ,of 139 West 2nd Street, Suite 200, Casper, Wyoming 82601 ---------- (Assignee), an overriding royalty of ---three------ percent (3% of 8/8----------) of the amount or value of all oil, gas, gas condensate, and all other liquid or liquefiable hydrocarbon substances and all other valuable gases, materials, matters, minerals, solutions, substances and vapors, whether similar or dissimilar, associated and produced therewith (the "product") produced, saved, or marketed from the lands described below and located in Sublette County, Wyoming , under and pursuant to that certain Oil and Gas Lease from the United States of America ----- to Peter I. Wold ----------, effective July 1 , 1982 , as lease/contract No. W-80186 ---------- , to wit:

T. 28N., R. 113W., 6th P.M.
Sec. 2: SENW, SWSW, E½SW
Sec. 3: S½SE
Sec. 10: E½ --- containing 560.00 acres m/l

248526

RECORDED Sept 19, 1994 11:35AM
IN BOOK 996 PAGE 80
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

The value upon which the overriding royalty is to be paid is the price ultimately paid for the product to the Lessee without deduction for any costs the Lessee may incur for development, operating, production, processing, or transportation costs on the product, save and except the Assignee shall bear its proper share of the expense of ad valorem and severance taxes. Said overriding royalty shall be computed and paid at the same time as royalties on production are payable to the Lessor under said lease, and in no event shall said overriding royalty be based on a value or amount less than that upon which the royalty payable to the Lessor under said lease is based.

The overriding royalty, in kind or cash at Assignee's election, shall be payable to Assignee on all sums and amounts of money, bonuses, premiums, and all other benefits in cash, kind or otherwise derived, received or realized by, or to inure to the benefit of Lessee (including advance payments under take-or-pay contracts) from the exchange, sale, swap or use of any one or more of said products derived from the above-described lands.

IN WITNESS WHEREOF, this assignment is executed and delivered this 19th day of January , 1994 , but shall be effective as of January 1 , 1994 .

ATTEST: Witness:

ASSIGNOR: WOLD UNIVERSITY ENDOWMENT FUND

Peter I. Wold

Peter I. Wold, General Partner

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 19th day of January , 1994 , before me, a Notary Public in and for said county, personally appeared Peter I. Wold, general partner of Wold University Endowment Fund, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said partnership.

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

Judith L. Highfill – Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 1, 1996

Judith L. Highfill
Notary Public

My Commission Expires: 11/1/96

Texaco Exploration and
Produc[redacted] Inc.
P.O. Box 46513
Denver, CO 80201

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.

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 9th day of June, 1994.

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

24854S

RECORDED Sept. 19, 1994 1:10 PM
IN BOOK 99 Misc PAGE 81
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 9th 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

MBW

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

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909338	4/30/93	Robert P. Arambel, et ux	Contex Energy Company	27N-106W Sec 27: SWSW 28: NWSE 34: W2NW, SENW, NWSE	240.00	OGBk 96, Pg 638
OGL WY909338	4/30/93	Rosemary Abriani, et vir	Contex Energy Company	27N-106W Sec 27: SWSW 28: NWSE 34: W2NW, SENW, NWSE	240.00	OGBk 96, Pg 640

PRODUCERS 88—PAID UP
11-87 POOLING

Casper Press
134 N. Center
Casper, Wyo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of September, 1994, by and between

Elva Louise Vible, a widow

whose post office address is 537 N. Franklin Ave., Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and

Leonard Hay whose post office address is P. O. Box 188, Rock Springs, WY 82902, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ~~XXXX

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 Teton } ss.

The foregoing instrument was acknowledged before me this 16th day of September 19 94 by Elva Louise Vible

Witness my hand and official seal.

My Commission Expires:

LINDA G. CRISWELL - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Aug. 28, 1997

Linda G Criswell
Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

.....
Notary Public.

(SEAL)

My Commission expires.....

No.....

FROM

TO

.....d.....19.....

.....Acres.....

.....County,.....

.....

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

of.....19....., at

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

.....Page.....

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

.....
County Clerk.

.....
Deputy.

When recorded return to

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

EXHIBIT A TO OIL AND GAS LEASE
DATED SEPTEMBER 16, 1994
BETWEEN
Elva Louise Vible, Lessor,
and
Leonard Hay, Lessee

"Property Description"

In Township 31 North, Range 108 West of the 6th P.M.

Section 5: Lot 4 (NW/4NW/4); SW/4NW/4.
Section 6: Lots 1, 2 (N/2NE/4); S/2NE/4; Lot 5 (SW/4NW/4); SE/4NW/4; Lots 6, 7, 12, 13 (SW/4).
Section 7: Lot 2 (NW/4NW/4); NE/4NW/4; NW/4NE/4.

In Township 32 North, Range 108 West of the 6th P.M.

Section 32: S/2SW/4.

In Township 31 North, Range 109 West of the 6th P.M.

Section 1: S/2NE/4; Lot 5 (SE/4SE/4); NE/4SE/4; W/2SE/4; E/2SW/4; SW/4SW/4.
Section 11: E/2NE/4.
Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4); NW/4NW/4; Lot 4 (SW/4NW/4).

SIGNATURES FOR IDENTIFICATION:

Elva Louise Vible, Lessor

Leonard Hay, Lessee

Producers 88—Revised
Wyoming (U)
(12-56)

86

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 6th day of September, 19 94, by and between Matthew D. Miller & Lisa R. Miller, husband & wife

of 170 N. 8th, Larimie, Wyoming 82070, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

248552

RECORDED Sept 20, 1994 11:30 AM
IN BOOK 99 Misc 6 PAGE 86
FEES 16.00
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 8717.23 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~TEN (10)~~ THREE (3) ~~YEARS~~ 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 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land), 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, ruteably 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.

[illegible] of the above described lands with other [illegible] by [illegible] or [illegible] [illegible] hereby [illegible] to [illegible] such [illegible] the terms, conditions and provisions of [illegible] shall be deemed modified to conform to the [illegible] such approved [illegible] and all drilling and development requirements of this lease [illegible] be otherwise modified in said agreement. In the event [illegible] described lands, or any part thereof, shall hereafter be operated under any such agreement [illegible] the production [illegible] allocated to different portions of the land covered by said agreement, then the production [illegible] particular tract of land pursuant to [illegible] shall be [illegible] 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]

[redacted] [redacted] [redacted]

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 Matthew D. Miller

Matthew D. Miller

SSN: 520 20 5640

X Lisa R. Miller

Lisa R. Miller

SSN: 520-90-4971

STATE OF Wyoming
COUNTY OF Albany } SS.

(Individual—Wyo.)

On this 13 day of September, 1994, before me personally appeared Matthew D. Miller and Lisa 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:

May 21, 1995

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: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease Dated September 6, 1994, by and between Matthew D. Miller and Lisa R. Miller, husband and wife, as Lessor and Starwood, Inc., a Texas Corporation, as Lessee, to wit:

Description of Lands

Township 31 North, Range 110 West of the 6th P.M.
Section 7: Lots 3, 4 , SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West of the 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 111 West of the 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SW/4

Township 34 North, Range 111 West of the 6th P.M.
Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 34 North, Range 112 West of the 6th P.M.
Section 1: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West of the 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

[redacted] [redacted] [redacted]

Township 35 North, Range 112 West of the 6th P.M.

Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 7: NE/4NE/4
Section 8: N/2NW/4, SW/4NW/4
Section 9: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 10: N/2NE/4, SE/4NE/4, NE/4NW/4
Section 11: S/2N/2, N/2SE/4, NE/4SW/4
Section 13: SW/4SW/4
Section 14: SW/4NE/4, NE/4NW/4, S/2NW/4, S/2
Section 15: S/2N/2, S/2
Section 22: N/2N/2
Section 23: NW/4NE/4, N/2NW/4
Section 25: E/2SE/4

Township 36 North, Range 112 West of the 6th P.M.

Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4 and all portions of the NW/4NW/4, E/2E/2 lying and being West of the center line of State Highway 187
Section 13: W/2NW/4, SW/4, all portions of the E/2NW/4 lying and being West of the center line of State Highway 187
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

All above lands containing 8717.23 acres, more or less

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this EXHIBIT "A" is attached, Lessor and Lessee also agrree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first production to the one year (1) anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor(s) within ninety(90) days from the anniversary date that a deficiency in royalty occurs as described above this lease shall terminate as to all parties.

3) Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed

or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

4) If a producing well on an adjacent lease is pooled with only parts of said lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of said lease shall not be construed as valid lease production and the portion of the lease not pooled will terminate at the end of the primary term, subject to part 5 herein. Lessee will be allowed to segregate that portion of pooled acreage (not to exceed 640 acres for a gas well and 320 acres for an oil well) from the lease.

5) Production from any well drilled hereunder shall not serve to extend the term hereof for a period of more than one (1) year subsequent to the end of the primary term hereof, except as to such lands as are contained in the spacing unit in which any such well is located; provided, however, that Lessee may maintain this lease in full force and effect as to all formations beyond said period as to all lands covered hereby so long as Lessee engages in test well prior to the end of said one (1) year period subsequent to the end of the primary term hereof and Lessee likewise engages in or commences actual drilling operations on at least one test well during each succeding one (1) year period. Following the termination of this lease as to the undeveloped acreage pursuant to the terms hereof, it is understood and agreed that production from any well drilled hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

6) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead, and use, free of cost gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages inccurred by Lessor's actions regarding the connections, and the taking and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building a location.

8) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

9) At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portionof land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration.

[redacted] [redacted] [redacted]

10) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

11) If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

12) Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

13) Drilling sites will be fenced to prevent livestock from impeding operations.

14) In the event an existing road is used on Lessor's land to gain access to a well site for development of Lessor's mineral interest described herein, Lessee agrees to upgrade said road(s) to the standards utilized by the Bureau of Land Management (BLM) for access to BLM well sites.

SIGNED FOR IDENTIFICATION

Matthew D. Miller

Lisa R. Miller

92

Produce s 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of September, 19 93, by and between Stanetta Twiford, individually, and as Personal Representative of the Estate of John H. Schmitz, deceased of P.O. Box 325, Glendo, Wyoming 82213 Starwood, Inc., a Texas Corporation, hereinafter called lessor (whether one or more), and 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

248553

RECORDED Sept 22 1994 11:30 AM
IN BOOK 99 Oil PAGE 92
FEES 10.00 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 308.29 acres.

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 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~~ Bank at Lessor's address shown above (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 *SIX HUNDRED SIXTEEN AND 58/100* * * * * * DOLLARS ($ 616.58), 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 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. Lessee, following such execution, shall furnish lessor with a [redacted] such unit agreement by mail to lessor's last kn[redacted]ss as shown by lessee's records [redacted] give lessor written notice of approval of the [redacted] the same manner within a reasonable time after [redacted] 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 Stanetta Twiford
Stanetta Twiford, individually, and as Personal Representative of the Estate of **John H. Schmitz,** deceased

SSN: 520-46-0424

STATE OF Wyoming
COUNTY OF Platte } SS.

(Individual—Wyo.)

On this 2nd day of September, 1994, before me personally appeared Stanetta Twiford, individually, and as Personal Representative of the Estate od John H. Schmitz, deceased, 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 20, 1996

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: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 10, 1993 by and between Stanetta Twiford, Individually, and as Personal Representative for the Estate of John H. Schmitz, deceased, as Lessor, and Starwood, Inc., a Texas Corporation, as Lessee, to-wit:

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE, N/2SE
Section 21: Lots 4, 9, SWNW

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

Containing 308.29 Acres, more or less.

SIGNED FOR IDENTIFICATION:

Stanetta Twiford, Individually, and as Personal Representative for the Estate of John H. Schmitz, deceased

X Stanetta Twiford

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss. *KNOW ALL MEN BY THESE PRESENTS:*
COUNTY OF NATRONA)

THAT McMURRY OIL COMPANY, a Wyoming corporation, Box 220, Casper, Wyoming 82602-0220, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
NERD ENTERPRISES, INC. P. O. Box 949 Casper, WY 82602	.61875%
FORT COLLINS CONSOLIDATED ROYALTIES P. O. Box 1363 Cheyenne, WY 82003	.59375%
EDWARD M. WARNER 1512 Larimer Street, Suite 1000 Denver, CO 80202	.05000%
W. N. McMURRY REVOCABLE TRUST P. O. Box 220 Casper, WY 82602	.61875%
CATHERINE M. MARTIN 3621 Dalraida Parkway Montgomery, AL 36109 **and** JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	} AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP .61875%

BEING in all a total of an undivided 2.50% of EIGHT/EIGHTS (2.50% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

THE interests conveyed herein will be subject to its proportionate share of taxes and transportation charges. In addition the Assignor reserves the right to market any production from these leases and lands in a fair manner without approval or authority from the Assignees or their assigns.

248567

RECORDED Sept. 20, 1994 1:05 PM
IN BOOK 99 Misc PAGE 95
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of April 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 15th day of SEPTEMBER, 1994, before me personally appeared JOHN W. MARTIN, whose identity is personally known to me and who by me duly sworn, did say that he is the President of McMurry Oil Company, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

_____
Notary Public

My Commission Expires:

LEASE SCHEDULE

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

Attached to and made part of that certain **Assignment** of Overriding Royalty Interests dated the 1st day of April, 1994, by the McMurry Oil Company.

Lease No. Record #	Lessor	Original Lessee	Lease Date	Description	Acres
5903005230	BLM #W-57521	Trommeter, Dorothy M.	2/01/77	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 4: LOTS 1-4; S/2S/2 SEC. 10: ALL SEC. 11: ALL	2,229.96

Form 3000-3a
(November 1990)

98

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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

Lease Serial No.
W 97280

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Stanley Energy W., Inc.
1776 Lincoln Street, Suite 410
Denver, Colorado 80203-4316

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North Range 109 West, 6th PM WY Section 21: All Section 28: All Section 29: E/2, S/2SW/4 Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2 Sublette County, Wyoming * This 2.6% overriding royalty interest shall be borne solely by the interest assigned to Stanley Energy W., Inc, , and is payable to Assignors in the amount of 2.6% of 8/8ths or 6.5% of the 40% interest conveyed herein.	100%	40%	60%	2.6%*	

248571

RECORDED Sept. 20, 19 94 8:35 AM
IN BOOK 99 D 46 PAGE 98
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sopton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

Continued): ADDITI[redacted]E for Names and addresses of additional transfe[redacted]n No. 1, if needed, or for Land Description in Ite[redacted]needed.

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EDWARD R. HUDSON, R., and WILLIAM A. HUDSON, II, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of August, 1994

Virginia Clarke

VIRGINIA CLARKE Notary Public State of Texas

My Commission Expires: 7-31-96

NOTARY PUBLIC STATE OF TEXAS

Notary Public
STATE OF TEXAS
My Comm. Exp. JULY 31 1996

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

nsferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws he United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or ociations 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 hich the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in 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 rict 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 es 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) 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) he Mineral Leasing Act, and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

nsferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. plicable 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 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 n bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

y 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.

d this 22 day of August 19 94

Edward R. Hudson, Jr., &
of Transferor William A. Hudson, II
Please type or print

eror Edward R. Hudson, Jr.
(Signature)

y-in-fact William A. Hudson, II
(Signature)

6 Texas Street
(Transferor's Address)

ort Worth, TX 76102
(City) (State) (Zip Code)

Executed this 7th day of September, 19 94

Transferee Stanley Energy W., Inc.
(Signature)

or

Attorney-in-fact
(Signature)

BURDEN HOURS STATEMENT

reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and ting 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 ement, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork ion Project (1004-0034), Washington, D.C. 20503.

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 nts or representations as to any matter within its jurisdiction.

100

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Lewis & Clark Exploration Company For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Elva Louise Vible all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Lewis & Clark Exploration Company as lessee, dated the 5th day of January 19 94, insofar as same covers the following described land, to-wit:

T32N,R108W of the 6th P.M.
Section 31: Lots 3,4 and Section 32: S½SW¼;
T31,R108W of the 6th P.M.
Section 5: Lot 5,W½NW¼,Section 6: Lots 1,2,3,4,5,6,7,12,13,S½NE¼,SE¼NW¼, S½SE¼,E½SW¼, and Section 7: Lots 1,2,NW¼NE¼;
T31N,R109W of the 6th P.M.
Section 1: Lot 5,S½NE¼,N½SE¼,SW¼SE¼,NE¼SW¼,S½SW¼, Section 11: E½NE¼ and Section 12: Lots 1,2,3,4,NW¼NW¼

248574

RECORDED Sept. 20 19 94 4:10 PM
IN BOOK 99 OR PAGE 100
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Dalton

Section _____, Township _____, Range _____, and containing 1336 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 960+6 Page 101.

Executed this 16th day of September, 1994.

Lewis & Clark Exploration Company
Donald R. Hembre
Donald R. Hembre, President

COUNTY OF Dc } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

STATE OF Colorado
COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR CORPORATION

I, Donald R. Hembre, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, to me personally known as the president (or other officer) _____ of Lewis & Clark Expl. CO and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) Lewis & Clark Exploration Company, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 16th day of SEPTEMBER, 19 94
My commission expires 7/7/97

Notary Public.

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

Serial No. [redacted] WYW133773

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)* ☒ 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

248576

RECORDED Sept. 20 19 94 4:25 PM
IN BOOK 99 016 PAGE 101
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
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. 027ON R. 110W 06th Meridian WY State Sublette County
sec 019 LOTS 3,4;
019 E2SW;
030 LOTS 1 2;
030 E2NW,SE;
027ON 111OW 06th WY
sec. 024 SE;
025 NE;

Total acres in lease 781.710
Rental retained $ 1173 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.

4. Type and primary term of lease:

Noncompetitive lease (ten years)

Competitive lease (ten years)

Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

for Supervisory Land Law Examiner (Title) SEP 12 1994 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1994

(Continued on reverse)

WY18 040-00011-00

FOR LESSEE

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 4th day of September, 19 94

(Signature of Lessee or Attorney-in-fact)

McMurray 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.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERI[redacted]ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE
W-90672

This Overriding Royalty Assignment, made this 8th day of July, 19 94, by and between

Estate of William H. Short, Jr.

whose address is 3767 Prairie Dunes Drive, Sarasota, Florida 34238

hereinafter called ~~Lessor~~ Assignor; and, Bruce C. Martens (.6667%) & Charles W. Peck (.3333%)

P. O. Box 8348 P. O. Box 8348

Denver, Colorado 80201 Denver, Colorado 80201

hereinafter called Assignee:

Witnesseth:

Whereas, ~~Lessor~~ Assignor is the owner of ~~and has been granted~~ an overriding royalty in that certain Oil and Gas Lease by the United States of America, dated February 1, 19 85

bearing Serial No. W-90672, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Township 28 North, Range 107 West, 6th P.M.

Section 4: Lot 1, W½SE¼
Section 7: Lots 5, 6, 7, 8, E½W½

Containing 412.76 acres, more or less

248613

RECORDED Sept 22 1994 430PM
IN BOOK 99 PAGE 103
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By TRACEY L Fields

NOW, Therefore, in consideration of the premises and the sum of ten and no/00--- Dollars, and other valuable consideration, receipt hereof is hereby acknowledged, the undersigned ~~Lessor~~ Assignor hereby sells, conveys, transfers, assigns and sets over unto Assignee, their heirs and signs, an overriding royalty interest of 1% of 8/8ths (One percent of eight-eighths) in the proportions as set out above all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense Assignee.

This Overriding Royalty Assignment shall be subject to term of the assignment.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Assignor or Assignor's successors or assigns.

IN WITNESS WHEREOF, ~~Lessor~~ Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

William H. Short, III, Personal Representative
of the Estate of William H. Short, Jr.
Assignor

STATE OF Florida
COUNTY OF Sarasota } ss:

ACKNOWLEDGMENT
Single or Married

On this 30th day of August, 19 94, before me personally appeared WM H Short

William H. Short, III, Personal Representative of the Estate of William H. Short, Jr.

to be 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 (her or their) free act and deed, including the release and waiver of the right of homestead, [redacted]

Given under my hand and seal the day and year in the certificate first above written.

LILIANA DAUCOURT
Notary Public, State of Florida
My Commission Expires
JUNE 22, 1998
Commission No. CC 209559

Notary Public

Commission expires on the [redacted] day of JUNE 22, 1998, A.D., 19[redacted].

103

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.0710%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0284%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.0710%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0284%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.0732%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.2287%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.2287%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.0879%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.0794%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.0801%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0284%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.0972%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.0596%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.1588%
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	0.0397%

248682

RECORDED Sept 26 1994 2:45 PM
IN BOOK 99 Oil & Gas PAGE 1044
FEES $ 22.00
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soules

[redacted] Varese Lane [redacted]lenn, CO 80234	[redacted]
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0099%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0397%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0199%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.0647%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0099%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0099%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.0397%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0199%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.0476%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0199%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0199%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0119%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**1.8333%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Zoe Limited Partnership this 20th day of September, 1994.

My Commission expires: 10/15/97

Notary Public
Address: 2350 E. Arapahoe Rd.
Littleton, CO 80122

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 20 day of September, 1994, from Shama Zoe Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

State of Wyoming Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
93-00112	T30N-R110W, 6th P.M. Sec. 16: All	636.61
93-00113	T30N-R110W, 6th P.M. Sec. 22: Lot 8 Sec. 23: Lot 2	76.49
93-00115	T31N-R110W, 6th P.M. Sec. 8: E/2NW/4 Sec. 15: W/2SW/4	160.00
93-00116	T31N-R110W, 6th P.M. Sec. 36: All	640.00
93-00117	T32N-R110W, 6th P.M. Sec. 16: All	640.00
93-00118	T32N-R110W, 6th P.M. Sec. 21: W/2NE/4, E/2W/2 SE/4SE/4 Sec. 28: E/2NW/4, NE/4SW/4, SW/4SW/4 Sec. 32: N/2SE/4 Sec. 33: NW/4NW/4	560.00
93-00119	T32N-R110W, 6th P.M. Sec. 36: All	640.00
93-00120	T33N-R110W, 6th P.M. Sec. 3: SW/4SW/4 Sec. 4: NE/4NE/4 Sec. 10: NW/4SE/4 Sec. 27: SW/4NE/4	159.45
93-00125	T34N-R110W, 6th P.M. Sec. 32: W/2SW/4, SE/4NE/4	120.00
93-00127	T30N-R111W, 6th P.M. Sec. 36: All	640.00
93-00128	T31N-R111W, 6th P.M. Sec. 16: W/2	320.00
93-00129	T31N-R111W, 6th P.M. Sec. 36: N/2, SE/4	480.00
93-00130	T32N-R111W, 6th P.M. Sec. 16: All	640.00

[redacted] [redacted] [redacted]

[redacted] EXH[redacted]A" contd. [redacted]

Lease Serial Number	Description of Land	Acres
93-00131	T32N-R111W, 6th P.M. Sec. 34: NE/4SE/4	40.00
93-00132	T32N-R111W, 6th P.M. Sec. 36: All	640.00
93-00133	T33N-R111W, 6th P.M. Sec. 16: All	640.00
93-00134	T33N-R111W, 6th P.M. Sec. 36: All	640.00
93-00135	T34N-R111W, 6th P.M. Sec. 16: All	640.00
93-00136	T34N-R111W, 6th P.M. Sec. 29: NE/4NE/4 Sec. 30: S/2SW/4, SW/4SE/4 Sec. 31: NW/4NE/4, S/2NE/4, NW/4	435.43
93-00416	T33N-R112W, 6th P.M. Sec. 36: All	640.00

108

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Kafar Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	3.8712% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.5485% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	3.8712% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.5485% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	3.9931% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	12.4782% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	12.4782% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	4.7970% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.3314% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.3673% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.5485% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.3032% of the overriding royalty interest presently owned by assignor

248683

RECORDED Sept. 2nd, 1994 2:45 PM
IN BOOK 99 OF DEEDS 10.9 PAGE 108
SUBLETTE COUNTY RECORDS COUNTY CLERK
By Cathy Scarton

[redacted]m T. Kilbourne [redacted]wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	[redacted] 3.2486% of the overriding [redacted]y interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	8.6629% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.1657% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5415% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5415% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.1657% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.0829% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.5269% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5415% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5415% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.1657% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.0829% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.5989% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.0829% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.0829% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6497% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	8.1820% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED as of this 20 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Kafar Limited Partnership this 20th day of September, 1994.

My Commission expires: 10/15/97

Notary Public
Address: 2350 E. Arapahoe Rd
Littleton, CO 80122

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 20 day of September, 1994, from Shama Kafar Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

State of Wyoming Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
89-00642	T29N-R110W, 6th P.M. Sec. 6: NE/4SW/4	40.00	1.83%
89-00643	T29N-R110W, 6th P.M. Sec. 16: All	640.00	1.83%

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	3.8712% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.5485% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	3.8712% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.5485% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	3.9931% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	12.4782% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	12.4782% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	4.7970% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.3314% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.3673% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Littleton, CO 80122	1.5485% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.3032% of the overriding royalty interest presently owned by assignor

2486884

RECORDED Sept. 24, 1997 2:45PM
IN BOOK 99 PAGE 111
FEES $ 10.00 ID.
[illegible] COUNTY CLERK
Copies

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.2486% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	8.6629% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.1657% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5415% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5415% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.1657% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.0829% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.5269% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5415% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5415% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.1657% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.0829% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.5989% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.0829% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.0829% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6497% of the overriding royalty interest presently owned by assignor
TOTAL	91.8180% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

[redacted] [redacted] [redacted]

EXECUTED as of this 20 day of September, 1994, effective, however as of the 2nd day, of July, 1994.

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Zoe Limited Partnership this 20th day of September, 1994.

My Commission expires: 10/15/97

Notary Public
Address: 2350 E. Arapahoe Rd
Littleton, CO
80122

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 20 day of September, 1994, from Shama Zoe Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

State of Wyoming Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
93-00415	T32N-R112W, 6th P.M. Sec. 36: All	640.00	1.83%

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned,

Shama Kafar Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.0710%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0284%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.0710%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0284%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.0732%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.2287%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.2287%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.0879%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.0794%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.0801%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0284%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.0972%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.0596%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.1588%
C & J Hill Partnership 10753 [redacted]rese Lane N[redacted]nn, CO 80234	0.0397%

248685

RECORDED Sept. 26, 19 94 AT 2:45 PM
IN BOOK 99 Misc. PAGE 114
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

[redacted]

[redacted]a D. Hill 10753 Varese Lane Northglenn, CO 80234	0.0099%
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0099%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0397%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0199%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.0647%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0099%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0099%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.0397%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0199%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.0476%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0199%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0199%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0119%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**1.8333%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Kafar Limited Partnership this 20th day of September, 1994.

My Commission expires: 10/15/97

Notary Public
Address: 2350 E. Arapahoe Rd
Littleton, CO 80122

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 20 day of September, 1994, from Shama Kafar Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

State of Wyoming Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
89-00641	T30N-R109W, 6th P.M. Sec. 16: All	640.00
89-00645	T30N-R111W, 6th P.M. Sec. 16: All	640.00
89-00646	T31N-R111W, 6th P.M. Sec. 11: NE/4NW/4 Sec. 16: E/2	360.00

[redacted] VENTURE RESOURCES, LTD., a Colorado limited partnership ("*Assignor*"), 4740 N. Mesa Drive, Castle Rock, Colorado 80104, 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., Mountain 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, 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.

248692

RECORDED Sept 25 '94
IN BOOK 99 ORG
FEES 14.25 at 9:10 AM
PAGE 117
SUBLETTE COUNTY CLERK
By Cathy Sayler

pages 117 - 121
are duplicated

Sublette, WY

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 August 17, 1994.

Executed this 14th day of September, 1994, effective for all purposes as of the Effective Date.

ASSIGNOR:

ATTEST:

VENTURE RESOURCES, LTD., by Venture Resources, Inc., General Partner

Secretary

Patrick D. Maher
President

ASSIGNEE:

ATTEST:

PRESIDIO EXPLORATION, INC.

Bruce R. DeBoer
Secretary

Robert L. Smith
President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Patrick D. Maher, President of Venture Resources, Inc., General Partner of Venture Resources, Ltd. on behalf of said corporation.

Witness my hand and notarial seal this 14th day of September, 1994.

My Commission Expires:

MY COMMISSION EXPIRES:
May 3, 1997

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public in and for the
State of Colorado

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Robert L. Smith, President of Presidio Exploration, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 14th day of September, 1994.

My Commission Expires:

My Commission Expires October 25, 1994

(Seal)

NOTARY PUBLIC MELINDA V. BRUCKNER STATE OF COLORADO

Melinda V. Bruckner
Notary Public in and for the
State of Colorado

EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE

AQ	LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	5101403 WY-15274**	01 USA W-64985 L. A. WALSTROM, JR.	10/01/1978	BK 57 PG 79	T 27 N R 112 W SEC 1: SW/4
GA	5101403 WY-15274**	02 USA W-64985 L. A. WALSTROM, JR.	10/01/1978	BK 57 PG 79	T 27 N R 112 W SEC 12: N/2NW/4
GA	5101403 WY-15274**	03 USA W-64985 L. A. WALSTROM, JR.	10/01/1978	BK 57 PG 79	T 27 N R 112 W SEC 2: LOT 8, NE/4SW/4, S/2SW/4, SE/4
GA	6501817 WY-12740**	03 USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 33: NW/4SW/4
GA	6501857 WY-13663**	01 USA W-67178 PHYLLIS HANSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 1, 2, S/2NE/4
GA	6501857 WY-13663**	02 USA W-67178 PHYLLIS HANSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 3, 4, S/2NW/4
GA	6501902 WY-15049**	01 USA W-53094 OWEN P. MILES, JR.	01/01/1976	BK 71 PG 308	T 27 N R 111 W SEC 33: LOTS 1 (30.40), 2 (30.95), NE/4SW/4

126

EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE

LEASE AQ	NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501933	02 USA W-77883 FREDA ESPOSITO	07/01/1976	BK 71 PG 304	T 28 N R 111 W SEC 20: NE/4
GA	6501933	05 USA W-77883 FREDA ESPOSITO	07/01/1976	BK 71 PG 304	T 28 N R 111 W SEC 20: SE/4
GA	6501933	07 USA W-77883 FREDA ESPOSITO	07/01/1976	BK 71 PG 304	T 28 N R 111 W SEC 29: NE/4 SEC 32: NE/4
GA WY-15306**	6501942	01 USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 14: NE/4
GA WY-15306**	6501942	02 USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 14: NW/4
GA WY-15306**	6501942	03 USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 11: S/2

121

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 28: SW¼NE¼, SE¼NW¼, N½SE¼

containing 160.00 acres, more or less;

248697

RECORDED Sept. 27, 1994 9:45 AM
IN BOOK 99 MISC PAGE 117
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

said lease being recorded in Book 98 OG at Page 412 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 5th day of August, 1994.

Betty Louise Fear
Betty Louise Fear

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 5th day of August, 1994, personally appeared Betty Louise Fear and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

BARBARA HENRY
Notary Public
County of
State of Wyoming
My Commission Expires 10/12/97

My commission expires 10/12/97

Barbara Henry
Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of, 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came , president of a corporation of the State of, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 19 94, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 28: SW¼NE¼, SE¼NW¼, N½SE¼

containing 160.00 acres, more or less;

248698

RECORDED Sept. 27 1994 9:45 AM
IN BOOK 99 MISC 046 PAGE 118
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

said lease being recorded in Book 98 OG at Page 412 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 9th day of August, 19 94

Mary Budd Flitner
Mary Budd Flitner

STATE OF Wyoming
COUNTY OF Big Horn } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of August, 19 94 personally appeared Mary Budd Flitner and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that She executed the same as Her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires N. G. Hinckley, Notary Public, County of Big Horn, State of Wyoming, My Commission Expires Feb 29, 1996

N G Hinckley
Notary Public

STATE OF
COUNTY OF

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ___ day of ____, 19___, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came ____, ____ president of ____ corporation of the State of ____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires ____

Notary Public

FORM T3

119

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 19 94, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 112 West, 6th P.M.

Section 28: SW¼NE¼, SE¼NW¼, N½SE¼

containing 160.00 acres, more or less;

248699

RECORDED Sept. 27 19 94 9:45 A M
IN BOOK 99 MM 016 PAGE 119
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

said lease being recorded in Book 98 OG at Page 412 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 5th day of August, 1994.

Nancy Espenscheid
Nancy Espenscheid

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ 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 official seal the day and year last above written.

My commission expires _____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____ _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

_____
Notary Public

[redacted] [redacted] [redacted]

Printed by P&M [redacted] 3) 423-4691 [redacted] [redacted]

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 5th day of August, 19 94, personally appeared Nancy Espenscheid

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 a free and voluntary act and deed for the uses and purposes therein set forth.

BARBARA HENRY
County of
Sublette
Wyoming
My Commission Expires

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

My Commission Expires

Barbara Henry
Notary Public.

Address: Box 144 Big Piney, WY 40

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 .

(SEAL)

My Commission expires

Notary Public.

Address:

No.

FROM

TO

Dated

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

126

FORM T3 121

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 112 West, 6th P.M. 248700

Section 28: SW¼NE¼, SE¼NW¼, N½SE¼

containing 160.00 acres, more or less;

RECORDED Sept 27, 1994 9:45 AM
IN BOOK 99 M 046 PAGE 121
FEES 6.00 Mary J. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

said lease being recorded in Book 98 OG at Page 412 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 26 day of Aug, 1994

William Robert Tanner

William Robert Tanner, also known as
Robert Tanner

STATE OF Wyoming }
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 26th day of August, 1994, personally appeared William Robert Tanner and

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

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

My commission expires 12/24/97

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public

FORM 73

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 28: SW¼NE¼, SE¼NW¼, N½SE¼

containing 160.00 acres, more or less;

248701
RECORDED Sept. 27 1994 9:45 AM
IN BOOK 99 M 046 PAGE 122
FEES 6.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 OG at Page 412 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 12 day of August, 1994.

John L.D. Tanner

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of August, 1994, personally appeared John L. D. Tanner and

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

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

My commission expires April 16, 1998

Bonnie Bennett
Notary Public

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

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

_____
Notary Public

FORM T3

123

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 112 West, 6th P.M.

Section 28: SW¼NE¼, SE¼NW¼, N½SE¼

containing 160.00 acres, more or less;

248702

RECORDED Sept. 27, 1994 9:45 AM
IN BOOK 99 MISC 046 PAGE 123
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

said lease being recorded in Book 98 OG at Page 412 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 11th day of August, 1994.

Richard Frank Tanner

Richard Frank Tanner

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Be it remembered, that the undersigned, a Notary Public, within and for said County and State, on this 11th day of August, 1994, personally appeared Richard Frank Tanner and

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

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

My commission expires November 5, 1994

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of, 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came, president of a corporation of the State of, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

FORM T3 [redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, Betty Louise Fear and Nancy Espensheid, Trustees of the Joseph L. Budd Testamentary Trust, and individually as heirs of John C. Budd, a deceased person, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor s, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 31 North, Range 113 West, 6th P.M.

Section 23: N½, S½SW¼, SE¼
Section 27: NE¼NE¼

containing 600.00 acres, more or less;

248703
RECORDED Sept. 27 1994 9:45a M
IN BOOK 99 M 046 PAGE 124
FEES 6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soston

said lease being recorded in Book 98 0G at Page 349 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 9th day of August, 1994

Mary Budd Flitner
Mary Budd Flitner

STATE OF Wyoming
COUNTY OF Big Horn } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of August, 1994, personally appeared Mary Budd Flitner

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires N. G. Hinckley Notary Public County of Big Horn State of Wyoming My Commission Expires: Feb 29, 1996

n g huckley
Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of, 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came, president of, corporation of the State of, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

FORM T3

125

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3 and 4, S½NW¼, S½
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SW¼SW¼
Section 27: SW¼NW¼, SW¼
Section 28: SE¼NE¼, N½NW¼, SW¼NW¼
Section 34: W½NE¼, SE¼NE¼, E½NW¼, E½SE¼, NW¼SE¼
Section 35: SW¼

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SE¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

248704

RECORDED Sept 27, 1994 9:45 AM
IN BOOK 99 MISC PAGE 125
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 OG at Page 344 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 8th day of August, 1994.

Mary Budd Flitner
Mary Budd Flitner

STATE OF Wyoming
COUNTY OF Big Horn } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 8th day of August, 1994, personally appeared Mary Budd Flitner and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires N. G. Hinckley, County of Big Horn, My Commission Expires: Notary Public, State of Wyoming, Feb 29, 1996

N G Hinckley
Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of, 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came president of

a corporation of the State of, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3 and 4, S½NW¼, S½
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SW¼SW¼
Section 27: SW¼NW¼, SW¼
Section 28: SE¼NE¼, N½NW¼, SW¼NW¼
Section 34: W½NE¼, SE¼NE¼, E½NW¼, E½SE¼, NW¼SE¼
Section 35: SW¼

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SE¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

248705

RECORDED Sept 27 1994 9:45 AM
IN BOOK 99 Misc PAGE 126
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

said lease being recorded in Book 98 OG at Page 344 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 6th day of August, 1994.

Betty Louise Fear
Betty Louise Fear

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ 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 official seal the day and year last above written.

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public

126

Printed by P&M Printing (303) 423-4691

127

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 5th day of August, 19 94, personally appeared Betty Louise Fear

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 a free and voluntary act and deed for the uses and purposes therein set forth.

BARBARA HENRY
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires 10/12/97

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

Barbara Henry
Notary Public.

Address: Box 144 Big Piney, Wyo

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.

(SEAL)

Notary Public.

My Commission expires

Address:

No.
FROM
TO
Dated, 19
No. Acres
County,
erm

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

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3 and 4, S½NW¼, S½
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SW¼SW¼
Section 27: SW¼NW¼, SW¼
Section 28: SE¼NE¼, N½NW¼, SW¼NW¼
Section 34: W½NE¼, SE¼NE¼, E½NW¼, E½SE¼, NW¼SE¼
Section 35: SW¼

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SE¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

248706

RECORDED Sept. 27 19 94 9:45 AM
IN BOOK 99 M 046 PAGE 128
FEES 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 OG at Page 344 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 5th day of August, 1994.

Nancy Espenscheid
Nancy Espenscheid

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ 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 official seal the day and year last above written.

My commission expires _____

_____
Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

_____
Notary Public

Printed by P&M Printing (303) 423-4691

129

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 5th day of August, 19 94, personally appeared Nancy Espenscheid 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 a 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 10/12/97

Barbara Henry
Notary Public
Address: Box 124 Big Piney Wyo

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.
m
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

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3 and 4, S½NW¼, S½
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SW¼SW¼
Section 27: SW¼NW¼, SW¼
Section 28: SE¼NE¼, N½NW¼, SW¼NW¼
Section 34: W½NE¼, SE¼NE¼, E½NW¼, E½SE¼, NW¼SE¼
Section 35: SW¼

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SE¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

248707

RECORDED Sept. 27, 1994 9:45a M
IN BOOK 99 MISC PAGE 130
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 OG at Page 344 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 11th day of Auguat, 1994.

Richard Frank Tanner
Richard Frank Tanner

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 11th day of August, 1994, personally appeared Richard Frank Tanner and

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

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

My commission expires November 5, 1994

Pamelyn R. Fitzpatrick
Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____, corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

_____
Notary Public

FORM T3

131

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 19 94, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3 and 4, S½NW¼, S½;
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SW¼SW¼
Section 27: SW¼NW¼, SW¼
Section 28: SE¼NE¼, N½NW¼, SW¼NW¼
Section 34: W½NE¼, SE¼NE¼, E½NW¼, E½SE¼, NW¼SE¼
Section 35: SW¼

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SE¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

248708

RECORDED Sept. 27 1994 9:45 AM
IN BOOK 99 M46 PAGE 131
FEES 6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 OG at Page 344 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 12 day of August, 1994.

John L.D. Tanner

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of August, 1994, personally appeared John L. D. Tanner and

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

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

My commission expires April 16, 1998

Bonnie Bennett
Notary Public

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

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of, 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came, president of, a corporation of the State of, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 1st day of August, 1994, a certain oil and gas lease was made, executed, and delivered by Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, P.O. Box 748, Big Piney, Wyoming 83113

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

as Lessee, covering the following-described lands in SUBLETTE County, State of WYOMING, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3 and 4, S½NW¼, S½
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SW¼SW¼
Section 27: SW¼NW¼, SW¼
Section 28: SE¼NE¼, N½NW¼, SW¼NW¼
Section 34: W½NE¼, SE¼NE¼, E½NW¼, E½SE¼, NW¼SE¼
Section 35: SW¼

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SE¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

248709

RECORDED Sept. 27 A.D. 94 9:45AM
IN BOOK 99 PAGE 132
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 OG at Page 344 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 26 day of Aug, 1994.

William Robert Tanner, also known as
Robert Tanner

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 26th day of August, 1994, personally appeared William Robert Tanner

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

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

My commission expires 12/26/94

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of, 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came president of corporation of the State of, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

FORM T3 133

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 20th day of July, 19 94, a certain oil and gas lease was made, executed, and delivered by Rock Springs National Bank, Successor Trustee of The Fear Family Trust dated December 5, 1963 as represented by Indenture of Trust recorded in Book 22, Page 13 of Misc. Records of Sublette County, WY, 333 Broadway, Rock Springs WY 82901

as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver CO 80202

as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 112 West, 6th P.M.

Section 1: Lots 14(5.72), 15(39.97), 16(9.92), and the bed of the Green River Riparian to Lots 14, 15 & 16

Section 12: Lots 1(19.00), 2(21.02), 3(11.60), 6(6.21), 7(43.95), 8(48.52), 9(47.98), 10(41.66), 13(34.79), 14(47.45), and the bed of the Green River Riparian to Lots 1,2,3,6,7,8,10 & 13

Section 13: Lots 1(46.91), 2(31.65), 5(37.52), 8(39.58), 9(9.50), 12(20.78), SW¼SE¼, and the bed of the Green River Riparian to Lots 2,5,8,9 & 12

Section 24: Lots 1(44.27), 2(39.59), 3(18.71), and the bed of the Green River Riparian to Lots 2 & 3

containing 706.30 acres, more or less

248710

RECORDED Sept. 27, 1994 9:45A M
IN BOOK 99 M 046 PAGE 133
FEES 6.00 Mary L. Robb COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

said lease being recorded in Book 98 O&G at Page 289 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 9th day of September, 19 94.

Cornelia M. Robinson, aka Cornelia M Fear Robinson

Cornelia M. Robinson, formerly known as Cornelia M. Fear Robinson, a married woman dealing in her sole and separate property

STATE OF ARIZONA
COUNTY OF Maricopa } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9 day of September, 19 94, personally appeared Cornelia M. Robinson, formerly known as Cornelia M. Fear Robinson, a married woman dealing in her sole and separate property

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 9.14.98

OFFICIAL SEAL
DENISE J. WILEY
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 14, 1998

Denise J. Wiley
Notary Public

STATE OF Arizona
COUNTY OF Maricopa } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 9 day of September, 19 94, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Cornelia M Fear Robinson, _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires 9.14.98

OFFICIAL SEAL
DENISE J. WILEY
Notary Public - State of Arizona
MARICOPA CO[redacted]
My Comm. Expires S[redacted]

Denise J. Wiley
Notary Public

[redacted]

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 20th day of July, 19 94, a certain oil and gas lease was made, executed, and delivered by Rock Springs National Bank, Successor Trustee of The Fear Family Trust dated December 5, 1963 as represented by Indenture of Trust recorded in Book 22, Page 13 of Misc. Records of Sublette County, Wy., 333 Broadway, Rock Springs, Wy 82901 as Lessor, to Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 112 West, 6th P.M.

Section 1: Lots 14(5.72), 15(39.97), 16(9.92), and the bed of the Green River Riparian to Lots 14, 15 & 16

Section 12: Lots 1(19.00), 2(21.02), 3(11.60), 6(6.21),7(43.95), 8(48.52), 9(47.98), 10(41.66), 13(34.79), 14(47.45), and the bed of the Green River Riparian to Lots 1,2,3,6,7,8,10 & 13

Section 13: Lots 1(46.91), 2(31.65), 5(37.52), 8(39.58), 9(9.50), 12(20.78), SW¼SE¼, and the bed of the Green River Riparian to Lots 2,5,8,9 & 12

Section 24: Lots 1(44.27), 2(39.59), 3(18.71), and the bed of the Green River Riparian to Lots 2 & 3

containing 706.30 acres, more or less

248711

RECORDED Sept 27, 1994 9:45 AM
IN BOOK 99 M 046 PAGE 134
FEES 6.00
SUBLETTE COUNTY CLERK
BY Cathy Sanders

said lease being recorded in Book 98 O&G at Page 289 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 1 day of September, 19 94.

Edith L Barp

Edith L. Barp, a married woman dealing in her sole and separate property

STATE OF WYOMING
COUNTY OF SUBLETTE } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ___ day of ___, 19 94, personally appeared Edith L. Barp, a married woman dealing in her sole and separate property

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Nov. 4, 1996

LEILA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
Nov 4 1996

Leila L Sanders
Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ___ day of ___, 19___, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came ___, ___ president of ___ Corporation of the State of ___, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires ___

Notary Public

135

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

248712

RECORDED Sept. 27, 1994 9:45AM
IN BOOK 99 M 046 PAGE 185
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

THIS AGREEMENT, made and entered into this 15th day of August 19 94, by and between Miriam Jenkins Bailey, a widow, also known as Miriam J. Bailey and also known as Miriam Jenkins Barlow Bailey and formerly known as Miriam Jenkins Barlow of 900 Donner Way, #304, Salt Lake City, Utah 84108, 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 28 North, Range 112 West, 6th P.M.
Section 11: SW¼SE¼
Section 12: SW¼SW¼
Section 13: Lot 3, W½NW¼
Section 14: N½NE¼, SE¼NE¼
containing 316.64 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)~~ one-seventh(1/7) 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)~~ one-seventh(1/7) of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth(⅛)~~ one-seventh (1/7) 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 15th day of August, 19 95, 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 WASHINGTON FEDERAL SAVINGS Bank, at 1442 Foothill Dr. SLC 84108 (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 three hundred, sixteen and 64/100's DOLLARS ($ 316.64), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other lands, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either [redacted]. When in lessee's judgment it is necessary or advisable to do so, and [redacted] whether

commenced. Pro[illegible] drilling or reworking operations or a well shut-in for any [redacted] where on a unit which includes all or a part of this lea[illegible] treated as if it were production, drill[redacted]ing operations or a well shut-in under this lease. In li[redacted]alties elsewhere herein specified, lessor shall receive [redacted]ion from the unit so pooled royalties [illegible] portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Miriam J Barlow Bailey
Miriam Jenkins Bailey, a widow
aka Miriam J. Bailey
aka Miriam Jenkins Barlow Bailey
fka Miriam Jenkins Barlow

520 46 8356
Social Security No.

STATE OF Utah
COUNTY OF Salt Lake } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 8th day of September, 1994, before me personally appeared Miriam J. Barlow Bailey 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 8th day of September, 1994.

My commission expires: 12-14-96

NOTARY PUBLIC
MARY E. TIPPETTS
First Federal Savings Bank
1442 Foothill Drive
Salt Lake City, Utah 84108
My Commission Expires 12/14/96
STATE OF UTAH

Mary E. Tippetts
Notary Public for the State of Utah
residing at Salt Lake City, Utah

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE, Wyoming, Montana, Colorado

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

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

My commission expires:

_____
Notary Public for the State of _____,
residing at _____

137

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

248713

RECORDED Sept. 27, 1994 9:45a M
IN BOOK 99 M 016 PAGE 137
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

THIS AGREEMENT, made and entered into this 14th day of July, 19 94; by and between Billy K. McAdams and Carmen M. McAdams, husband and wife, as tenants of an estate by the entireties with full right of survivorship of P.O. Box 672, Big Piney, Wyoming 83113, 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 29 North, Range 112 West, 6th P.M.
Section 10: That part of the S½NE¼, N½SE¼, NE¼NW¼SE¼SE¼ described by metes and bounds as contained in EXHIBIT "A" attached hereto and made a part hereof

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.

CPW BKM

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXXX~~ (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 14th day of July, 19 95, 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 Wyoming Employees Federal Credit Union Bank, at Cheyenne, Wyoming (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 Ninety-six and 45/100ths DOLLARS ($ 96.45), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease. Refer to attached Addendum

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 and irrigation ditches 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 ~~XXXXXXXXXXXX~~ 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 lands, 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, irrespective of whether

authority simila[redacted]is with respect to such other land, lease or leases. [redacted] previously formed to include formations not producti[redacted] may be reformed to exclude such n[redacted]g 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 subleasees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. Refer to Addendum to Oil and Gas Lease attached hereto and made a part hereof.

WHEREOF witness our hands as of the day and year first above written.

SS# 450-66-1696

Billy K. McAdams

Billy K. McAdams

SS# 466-78-0817

Carmen M. McAdams

Carmen M. McAdams

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 24th day of August, 19 94, before me personally appeared Billy K. McAdams and Carmen M. McAdams, husband and wife to me known to be the person S described in, and who executed the foregoing instrument, and who acknowledged to me that they he 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 24th day of August, 19 94.

My commission expires: June 24, 1996

Sharlene Lozier
Notary Public
County of Sublette
State of Wyoming
My Commission Expires: Jun 24, 1996

Sharlene Lozier

Notary Public for the State of Wyoming,
residing at Big Piney, Wyo

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 _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 14th day of July, 1994, by and between Billy K. McAdams and Carmen M. McAdams, husband and wife, Lessors, and Contex Energy Company, Lessee.

TRACT A

The West 1,210 feet of the SW¼NE¼ and NW¼SE¼ of Section 10, T29N, R112W, Sublette County, Wyoming lying and being situate northerly of the center-line of the South Piney County Road No. 23-151, described as follows:

BEGINNING at the intersection of the center-line of the said South Piney County Road No. 23-151 with the west line of the said NW¼SE¼, S00°-09.0'E, 495.79 feet from the northwest corner of the said NW¼SE¼;
thence N00°-09.0'W, 495.79 feet along the west line of the said NW¼SE¼ to the northwest corner;
thence continuing N00°-09.0'W, 1,321.49 feet along the west line of the said SW¼NE¼ to the northwest corner;
thence S87°-23.9'E, 1,211.40 feet along the north line of the said SW¼NE¼ to a point;
thence S00°-09.0'E, 1,104.57 feet to a point;
thence continuing S00°-09.0'E, 25.00 feet to an intersection with the center-line of the said County Road;
thence coursing the said center-line as follows:
S71°-14.4'W, 219.11 feet;
S59°-48.4'W, 886.98 feet;
S65°-40.4'W, 228.40 feet;
S49°-45.4'W, 34.20 feet to the intersection of BEGINNING;
containing an area of 40.55 acres, more or less.

TRACT B

The West 1,800 feet of the S½NE¼ and N½SE¼ and the approximate westerly 150 feet of the NE¼NW¼SE¼SE¼ of Section 10, T29N, R112W, Sublette County, Wyoming, lying and being situate southerly of the center-line of the South Piney County Road No. 23-151 of record in the Office of the Clerk of Sublette County, described as follows:

BEGINNING at the intersection of the center-line of the said South Piney County Road No. 23-151 with the west line of the said N½SE¼, S00°-09.0'E, 495.79 feet from the northwest corner of the said N½SE¼;
thence coursing the said center-line as follows:
N49°-45.4'E, 34.20 feet;
N65°-40.4'E, 228.40 feet;
N59°-48.4'E, 886.98 feet;
N71°-14.4'E, 219.11 feet;
N71°-14.4'E, 622.55 feet and leave said roadway;
thence S00°-09.0'E, 15.00 feet to a point;
thence continuing S00°-09.0'E, 2,053.12 feet to a point on the south line of the said NE¼NW¼SE¼SE¼;
thence N87°-19.8'W, 149.21 feet along the said south line to the southwest corner of the said NE¼NW¼SE¼SE¼;
thence N00°-07.8'E, 329.86 feet along the west line of the said NE¼NW¼SE¼SE¼ to the northwest corner;
thence N87°-20.9'W, 330.91 feet along the south line of the said N½SE¼ to the southwest corner of the NE¼SE¼ of said Section 10; thence continuing N87°-20.9'W, 1,323.65 feet along the said south line to the southwest corner of the said N½SE¼;
thence N00°-09.0'W, 821.84 feet along the west line of the said N½SE¼ to the intersection of BEGINNING;
containing an area of 55.90 acres, more or less.

LESS AND EXCEPT that part of the NE¼NW¼SE¼SE¼ of said Section 10 reported to contain federal mineral interests.

[redacted] [redacted] [redacted]

[redacted] **ADDENDUM TO O[redacted]ND GAS LEASE** [redacted]

Attached to and made a part of that certain Oil and Gas Lease dated the 14th day of July, 1994, by and between Billy K. McAdams and Carmen M. McAdams, husband and wife, Lessors and Contex Energy Company, Lessee.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference be amended to read ~~Fifteen~~ percent (~~12.5~~ 15)C.M. + OKM

2. Reference is hereby made to Paragraph 6 of the subject Oil and Gas Lease. This lease shall not be extended solely by payment of the shut-in royalty for any period exceeding five (5) consecutive years.

3. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas Operations, Lessee and Lessor shall mutually agree on the direction and placement of same. Lessor and Lessee shall also mutually agree on the location of any well or wells, pipelines, tank batteries, fences or installation of other equipment on the leased premises before installing same. The consent of Lessor to Lessee's designation of a site or sites for wells, pipelines, tank batteries, fences or other facilities or equipment shall not be unreasonably withheld.

4. No drillsite shall be larger than 3.0 acres.

5. Any and all topsoil will be removed and saved. Upon completion of drilling any and all wells on the leased premises, drilling mud shall be removed and top soil replaced.

6. Lessee shall provide fences around all facilities located on the leased premises during drilling operations and along access road to keep livestock out or provide Lessor cattle guards and lockable gates where necessary.

7. Any irrigation ditches which may be disturbed by Lessee's operations on said lands, shall be reconstructed to carry water as to the original contour. Any revamping of the irrigation system required by the selection of drillsites, shall be performed by Operator. The revisions of the system shall allow the same or better operation than previously existed.

Signed for Identification:

Billy K. McAdams
Billy K. McAdams

Carmen M. McAdams
Carmen M. McAdams

Signed before me Sharlene Lopez
on this 24th day of August 1994

Sharlene Lopez
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Jan 24, 1998

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

248714

RECORDED Sept. 27, 1994 9:45 AM
IN BOOK 99 PAGE 141
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

THIS AGREEMENT, made and entered into this 7th day of September, 19 94, by and between Frank E. Sears, Jr. Revocable Trust dated December 29, 1992, Frank E. Sears, Jr. Trustee, as represented by Mineral Deed recorded in Book 1 of Mineral Deeds at Page 685; of 1321 3rd West, Kemmerer, Wyoming 83101, 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 15: S½S½
Section 21: E½NE¼
Section 22: N½N½, S½NW¼, SW¼NE¼ containing 520.00 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.

x 7/8 Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXXX~~ 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.

x [illegible] ~~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, ~~XXXX

authority similar t[redacted] with respect to such other land, lease or leases. Like[redacted] previously formed to include formations not producing [redacted]ay be reformed to exclude such non-[redacted]ormations. 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 preasures 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 shall not be extended 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 delay rental on the anniversary dates hereof in the manner above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.
20. Refer to Addendum to Oil and Gas Lease attached hereto and made a part hereof.

SS# 520-07-3931

Frank E. Sears, Jr.

Frank E. Sears, Jr. Revocable Trust dated December 29, 1992, Frank E. Sears, Jr., Trustee

STATE OF WYOMING
COUNTY OF Lincoln } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this _____ day of _____, 19 94, before me personally appeared Frank E. Sears, Jr. Revocable Trust dated Dec. 29, 1992, Frank E. Sears, Jr., Trustee to me known to be the person _____ described in, and who executed the foregoing instrument, and who acknowledged to me that _____ he _____ executed the same as his free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 9th day of September, 19 94.

My commission expires: County of Lincoln, Wyoming, Nov. 16, 1995

Notary Public for the State of Wyoming, residing at Kemmerer, 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 _____

142

143

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 7th day of September, 1994, by and between Frank E. Sears, Jr. Revocable Trust dated December 29, 1992, Frank E. Sears, Jr., Trustee, Lessor, and Contex Energy Company, Lessee.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read sixteen and ~~one-half~~ Two-Thirds percent (16⅔%). (16 2/3) (1/6th)

2. Lessee agrees that Lessor shall not bear any "on lease" transportation or processing costs.

Signed for Identification:

Frank E. Sears, Jr. Revocable Trust dated December 29, 1992, Frank E. Sears, Jr., Trustee

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

248715

RECORDED Sept. 27, 1994 9:45AM
IN BOOK 99 M 046 PAGE 144
FEES 10.00 Mary A. Lohoff COUNTY CLERK
SUBLETTE COUNTY CLERK

THIS AGREEMENT, made and entered into this 7th day of September, 1994, by and between
Frank W. Sears, a single man By Cathy Saxton
of ~~1321 3rd West, Kemmerer, Wyoming 83101~~ P.O 33 Opal Wyo 83116, 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 15: S½S½
Section 21: E½NE¼
Section 22: N½N½, S½NW¼, SW¼NE¼

containing 520.00 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 ~~XXXXX~~ 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 prosecutec: 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, ~~as royalty under the lease,~~ a sum equal to ~~the amount of delay rentals~~ $1.00 per acre ~~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 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 rentals 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 such delay rental on the anniversary dates hereof in the amount above provided.

$1.00 per net mineral acre rental on the next ensuing

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.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.
20. Refer to Addendum to Oil and Gas Lease attached hereto and made a part hereof.

SS# 520-52-8232

Frank W. Sears

Frank W. Sears, a single man

STATE OF WYOMING
} ss.
COUNTY OF Lincoln

INDIVIDUAL, Wyoming, Montana, Colorado

On this 9th day of September, 19 94, before me personally appeared Frank W. Sears, a single man to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 9th day of September, 19 94.

My commission exprires: 11-16-95

Paula M. Perentchuk Notary Public
County of Lincoln State of Wyoming
My Commission Expires: Nov. 16, 1995

Paula M Perentchuk

Notary Public for the State of Wyoming
residing at Kemmerer, Wyoming

STATE OF _____
} ss.
COUNTY OF _____

CORPORATE, Wyoming, Montana, Colorado

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

Given under my hand and seal this _____ day of _____, 19 _____.

My commission expires:

_____

Notary Public for the State of _____
residing at _____

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 7th day of September, 1994, by and between Frank W. Sears, a single man, Lessor, and Contex Energy Company, Lessee.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read sixteen and ~~one-half~~ Two Thirds percent (~~16/16~~ 16 2/3 %).

2. Lessee agrees that Lessor shall not bear any "on lease" transportation or processing costs.

Signed for Identification:

Frank W. Sears

Frank W. Sears, a single man

146

Producers 88
Rocky Mountain 1989

PAID-UP OIL AND GAS LEASE

248716

RECORDED Sept. 27 19 94 9:45 AM
IN BOOK 99 M on 6 PAGE 147
FEES 8.00 Mary L. Lough COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

THIS AGREEMENT, made and entered into this 11th day of February 19 94, by and between Monica K. Kirk and Burton C. Kirk, wife and husband, individually and as heir of Marian L. Angus, a deceased person,
of 3768 Northwood Dr., Memphis, TN 38111, 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 ~~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 ~~hold the lease in force during the remainder of the primary term~~.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in the lease~~, a sum equal to the amount of ~~delay rentals~~ $1.00 per ac. 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 anniversary ~~royalty payment~~ date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more formations hereunder, to pool or unitize the leasehold [redacted] the mineral estate covered by this lease with other lands, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either [redacted] essee's judgment it is necessary or advisable to do so, and irrespective of whether

authority similar to th[redacted] respect to such other land, lease or leases. Likewis[redacted]ously formed to include formations not producing o[redacted]o reformed to exclude such non-pr[redacted]ations. The forming or reforming of any unit shall be [redacted]d 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 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. MKK BCK

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.

). 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.

WHEREOF witness our hands as of the day and year first above written.

446-56-1488
Social Security No.

280443033

Monica K Kirk
Monica K. Kirk

Burton C Kirk
Burton C. Kirk

MKK BCK

ATE OF Tennessee
UNTY OF Shelby } ss.

On this 12th day of August, 19 94, before me personally appeared Monica K. Kirk and Burton C. Kirk

he known to be the person ____ described in, and who executed the foregoing instrument, and who acknowledged to me that ±t he y executed the same free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 12th day of August, 19 94

commission expires:
y Commission Expires June [redacted], 1997

Donna K. Mallory
Notary Public for the State of Tennessee
residing at 6040 Choctaw Trail
Olive Branch, MS 38654

INDIVIDUAL, Wyoming, Montana, Colorado

TE OF ____
NTY OF ____ } ss.

On this ____ day of ____, 19 ____, before me personally appeared ____

personally known, who, being by me duly sworn, did say that he is the ____ President (or Secretary) of ____

hat 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 ectors, 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 ____.

mmission expires:

Notary Public for the State of ____
residing at ____

CORPORATE, Wyoming, Montana, Colorado

148

149

Producers 88
Rocky Mountain 1989

PAID-UP
OIL AND GAS LEASE

248717

RECORDED Sept. 27, 1994 9:45A M
IN BOOK 99 M 0146 PAGE 119
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton COUNTY CLERK

THIS AGREEMENT, made and entered into this 8th day of Febraury, 1994, by and between Kenneth Rost McNinch, also known as Kip McNinch, and Mary McNinch, husband and wife of 2 Gettysburg, Richardson, Texas 75080, 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 of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in the lease~~, a sum equal to the amount of ~~delayrentals~~ $1.00 per acre ——— ——— ———

oduction, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on produc[redacted]e unit so oled royalties only on th[redacted]uch production allocated to this lease; such allocatio[redacted]t proportion of the unit production that the total num[redacted].e acres vered by this lease and [redacted]he unit bears to the total number of surface acres in s[redacted].

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 neral 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, nge 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, d 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 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 reement. 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 oduction 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 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 yalty 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 reof 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 r 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 wnership 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 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 yalties 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) til 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 ch 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 inion 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 ntals 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 ental 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 ased 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 cilities, 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 ased 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 se 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, ssor 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 nditions 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 erest 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 all 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, elax, 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 ft 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 reof, 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 ecifically 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 he 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 il 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 aches 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 form 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 atisfy 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 gations 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 indered 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 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 umstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in camages for failure to comply with any such obligations 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 ducting 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, ever, ~~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 on of such suspension, lessee shall pay ~~an annual delay rental~~ on the anniversary dates hereof ~~in the manner and in the amount above provided~~ or $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 gage, 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 er 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 er 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.

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.

WHEREOF witness our hands as of the day and year first above written.

520-48-1278
cial Security No.

Kenneth "Kip" Rost McNinch

504-62-5123

Mary McNinch

E OF Texas
} ss.
NTY OF Dallas

INDIVIDUAL, Wyoming, Montana, Colorado

n this 30th day of July, 19 94, before me personally appeared Kenneth "Kip" Rost McNinch and Mary McNinch

known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that t he y executed the same free act and deed, including the release and waiver of the right of homestead.

ven under my hand and seal this 30th day of July, 19 94

mmission expires: May 10, 1997

James T. Chiles, Jr.
Notary Public for the State of TEXAS
residing at RICHARDSON, TEXAS

E OF
} ss.
TY OF

CORPORATE, Wyoming, Montana, Colorado

this day of , 19 , before me personally appeared

personally known, who, being by me duly sworn, did say that he is the President (or Secretary) of

t 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 ctors, and said acknowledged said instrument to be the free act and deed of said corporation.

en under my hand and seal this day of , 19 .

mission expires:

Notary Public for the State of

residing at

Form 3000-3a
(October 1992)

151

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

W-64986

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street GCIL III Limited Partnership
City, State, ZIP Code P.O. Box 15831
New Orleans, LA 70175

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 112 West, 6th PM Section 14: NE¼	2.90%	2.90%	NONE	2.0% *	OF RECORD

Containing 160.0 acres, more or less.
Sublette Co., Wyoming

From the surface of the earth to the stratigraphic equivalent of 8,980 feet, as encountered in the Federal 20-14 well, located in the SW¼NE¼ of Section 14, T27N-R112W.

248731

RECORDED Sept. 27, 1994 3:30 PM
IN BOOK 99 Misc 046 PAGE 151
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

* Reserved override reduced proportionately in accordance with the interest transferred herein.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective _____

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

[redacted] [redacted] [redacted]

[redacted] ACKN[redacted]GMENT [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 9th day of September, 1994, by x Donald Thayer PP, known to me to be the President of LaBarge Minerals, Inc.

Witness my hand and official seal.

My commission expires: 8-7-98

x Darlene Jacobson
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 each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

This Transfer is effective between the parties as of August 1, 1994.

Executed this x 9th day of ~~August~~ September, 19 94

Name of Transferor LaBarge Minerals, Inc.
Please type or print

Transferor or Attorney-in-fact By: x Donald Thayer - Pres.
(Signature)
Attest: x Marcia Thayer-DuBois
(Signature)

P.O. Box 127
(Transferor's Address)

LaBarge, Wyoming 83123
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 94

GCIL III Limited Partnership

Transferee or Attorney-in-fact By: David E. Kelm
(Signature)
David E. Kelm, President of Dakel Operating Co., General Partner
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management. (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

153

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.

W-53094

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)* GCIL III Limited Partnership
Street P.O. Box 15831
City, State, ZIP Code New Orleans, LA 70175

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th PM Section 33: Lots 3, 4, N½SE¼	11.34%	2.0%	9.34%	2.0% *	7.0%

Containing 143.57 acres, more or less.
Sublette Co., Wyoming

From the surface of the earth down to the stratigraphic equivalent of 10,035 feet, as encountered in the Energetics Federal #30-33 well, located in the NW¼SW¼ of Section 33, T27N-R111W.

248732

RECORDED Sept. 27, 1994 2:20 PM
IN BOOK 99 M 046 PAGE 153
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sadler

* Reserved override reduced proportionately in accordance with the interest transferred herein.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 9th day of September, 1994, by Donald Thayer, known to me to be the President of LaBarge Minerals, Inc.

Witness my hand and official seal.

My commission expires: 8-7-98

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 each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

This Transfer is effective between the parties as of August 1, 1994.

Executed this x 9th day of September, 19 94

Name of Transferor LaBarge Minerals, Inc.

Please type or print

Transferor By: Donald Thayer Pres
or (Signature)
Attorney-in-fact Attest: x Martha Thayer
(Signature)

P.O. Box 127
(Transferor's Address)

LaBarge, Wyoming 83123
(City) (State) (Zip Code)

Executed this _____ day of September, 19 94

GCIL III Limited Partnership

Transferee By: David E. Kelm
or (Signature)
Attorney-in-fact David E. Kelm, President of Dakel Operating Co., General Partner
(Signature)

BURDEN HOURS STATEMENT

ublic reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and ompleting 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 lanagement, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork eduction Project (1004-0034), Washington, D.C. 20503.

tle 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 tements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67023

155

WSO-F-117
Rev. 6/64

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2002 Capitol Avenue
Cheyenne, Wyoming 82001

In reply refer to: 832

Evanston 022241

January 14, 1965

DECISION

Lessee : SOCONY MOBIL OIL COMPANY, INC., P. O. Box 5444-Terminal Annex, Denver, Colorado 80217

Operator: BELCO PETROLEUM CORPORATION, 630 Third Avenue, New York 17, New York

Drilling and Operating Agreement Approved

The above-referenced drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the operator under the Mineral Leasing Act, as amended, has been filed. The showing as to over-riding royalties and payments out of production conforms to the regulations.

By the terms of this Agreement, there is conveyed an undivided 100% interest in the operating rights, in the above-numbered oil and gas lease, covering the following described lands;

T. 28 N., R. 113 W., 6th Prin. Mer., Wyoming
sec. 27: S½SW¼
containing 80 acres, from the surface to a depth of 3,400 feet.

The lands in this lease are in the Tip Top Unit.

The operator has on file a $75,000 bond to cover its operations in the State of Wyoming.

David B. Morgan
Assistant Manager, Oil & Gas

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

JUL 8 1994
BUREAU OF LAND MANAGEMENT

248757

RECORDED Sept. 29 1994 10:40a M
IN BOOK 99 Oil6 PAGE 155
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

cc:
GS, Casper (3)

Big Mesa #14-27
50124-000
Tip Top

[redacted] [redacted] [redacted]

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 23 1964
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

AGREEMENT

THIS AGREEMENT made by and between SOCONY MOBIL OIL COMPANY, INC., a corporation, P. O. Box #5444 - Terminal Annex, Denver, Colorado 80217, hereinafter called "OWNER," and BELCO PETROLEUM CORPORATION, a corporation, 630 Third Avenue, New York 17, New York, hereinafter called "OPERATOR,"

W I T N E S S E T H:

WHEREAS, Owner holds and owns that certain Oil and Gas Lease dated August 1, 1946, between the United States of America, as Lessor, and Grace Hull, as Lessee, bearing serial number Evanston 022241, covering among other land the following described lands in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: S½ SW¼

Containing 80.00 acres, more or less,

and, the parties are now desirous of entering into an agreement covering the land upon the terms and conditions hereinafter set forth:

1. Owner hereby grants and conveys to Operator the exclusive right and privilege of operating, testing and developing the lands hereinabove described for oil, gas and other hydrocarbon substances from the surface to a depth of 3,400 feet, under the terms of said oil and gas lease or any extensions or renewals thereof. In connection therewith, Operator shall be entitled to exercise all rights and privileges granted to Lessee under the terms of said oil and gas lease from the surface to a depth of 3,400 feet and in the event of production of oil, gas and other hydrocarbon substances from said land from the surface to a depth of 3,400 feet, all of the same shall be owned by Operator, subject to the payment of royalty due the Lessor under the terms of said lease. It is expressly agreed that Owner, for itself and its successors and assigns, hereby retains and reserves all of the oil, gas and hydrocarbon substances and leasehold estate lying below a depth of 3,400 feet.

2. This agreement is made subject to and shall include any previously created and outstanding overriding royalties or obligations payable out of production.

3. There is excepted from this agreement and reserved unto Owner a free overriding royalty of 8/80 (1/10 of 8/8), of all the oil, gas, casinghead gas, condensate and other hydrocarbons which may be produced and saved from said

CERTIFIED
to be a true and correct COPY
of the official record on file
BUREAU OF LAND MANAGEMENT
JUL 5 1994

premises under and by virtue of the lease interests herein assigned, or any modifications, renewals or extensions thereof.

In the event the lease interests assigned hereunder in the above described lease cover less than a full and undivided mineral estate, the said overriding royalty interest reserved herein shall be reduced proportionately.

The overriding royalty herein reserved shall be received by Owner as a free, perpetual overriding royalty without cost or expense of production. Said royalty oil shall, at the option of Owner, be delivered free of charge, either into its storage tanks or to its credit in the pipeline to which the well or wells on said lease may be connected. Said overriding royalty on gas, other hydrocarbons, and all gaseous substances of any nature whatsoever, shall be measured on the basis of the market value at the well from which produced. Fuel oil and gas used for operating the premises shall be deducted before computing said overriding royalty.

4. Owner and Operator shall have concurrent and mutual easements to said land for the purpose of exploring, drilling, producing, storing and marketing minerals from the respective zones of said parties, and the parties shall share in any and all rights granted by said Oil and Gas Lease incident to said exploration, drilling, producing, storing, and marketing, and by way of example only, this shall include the right to lay pipe lines, water lines, power lines, dig pits, erect structures, and do and perform any and all things reasonably necessary to the interest of the respective parties in their said respective zones. Any operations on said land shall be the separate operation of the party conducting the same and shall not be considered as a joint undertaking, joint operation, or partnership. In their said separate respective operations, each party shall comply with the terms of said lease and all applicable laws, rules and regulations and neither party shall be liable for the operations or acts of the other and each party will protect and save the other harmless from all demands and causes of action arising directly or indirectly out of such separate operations.

CERTIFIED
to be a true copy
of the original
JUL 6 1994
BUREAU OF LAND MANAGEMENT

5. The interest assigned herein shall not be surrendered in whole or in part so long as the parties hereto own an interest unless said parties mutually consent thereto. Should either party, at any time, desire to surrender its interest in said lease, it shall give the other party written notice at least

thirty (30) days before the intended surrender date. Should the other party not agree or consent to such surrender, then the party desiring to surrender shall assign, without warranty of title, its interest in said lease to the party not desiring to surrender and thereafter such assigning party shall be relieved of and from any and all obligations thereafter, but not theretofore, accruing.

6. This agreement is made expressly subject to the terms, covenants, conditions, and provisions of that certain Gas Sales Contract dated July 15, 1953 by and between General Petroleum Corporation and Pacific Northwest Pipeline Corporation, as amended, reference to which is hereby made for all purposes as though fully made a part hereof, and further subject to the terms and provisions of the Natural Gas Act of 1938, as amended, and the rules and regulations promulgated by the Federal Power Commission thereunder and the applicable filings and Orders, if any, pertaining thereto.

7. Owner reserves unto itself, its successors and assigns, the continuing right and option, assignable in whole or in part, to purchase at any time and from time to time:

(A) Any or all oil produced from the above-described lease or allocated to the leased premises at Owner's posted price, or at the prevailing market rate in the locality if Owner has no posted price, or at the prevailing market price in the locality if said posted price, is lower than the prevailing market price, all such prices subject to applicable trucking or handling charges.

(B) Any or all gases produced (including their constituent products), in their natural state as produced from the well or wells, produced and saved from the above-described lease or allocated to the leased premises, and paying therefor the market price for such gases of like kind and quality in that field at the time of production, less any processing, handling or transportation costs, as may be applicable.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 6 1994
BUREAU OF LAND MANAGEMENT

The provisions hereof shall be considered as covenants running with the lands and lease during the life of the lease and all modifications, renewals and extensions thereof, and any grant, transfer or assignment of the lease shall be subject to the provisions hereof.

TO HAVE AND TO HOLD to BELCO PETROLEUM CORPORATION, its successors and assigns the above described lease interest, subject to the terms and conditions of said lease and subject to the exceptions, reservations and provisions hereinbefore stated, but all without warranty of any kind, either express or implied.

IN WITNESS WHEREOF, SOCONY MOBIL OIL COMPANY, INC. has caused these presents to be executed this the 2nd day of December, 1964.

ATTEST:

W. A. Cooke
Assistant Secretary

SOCONY MOBIL OIL COMPANY, INC.

By R. H. Clark
Attorney in Fact

By A. O. Detmar
Attorney in Fact

THE STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 2nd day of December, 1964, before me appeared R. H. CLARK and A. O. DETMAR, each to me personally known, who, being by me duly sworn, each did say that he is the Attorney in Fact of SOCONY MOBIL OIL COMPANY, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said [illegible] and [illegible] each acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

My Commission expires Oct. 23, 1967

Notary Public

NOTARY PUBLIC, State of Colorado
My Commission expires Oct. 23, 1967

CERTIFIED
to be a true and comparative copy
of the official record on file
JUL 8 1994
BUREAU OF LAND MANAGEMENT

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-64986

Lease effective date
October 1, 1986

PART I

1987 OCT 13 AM 9 36
RECEIVED
CASPER, WYOMING

1. Assignee's Name
Jordan R. Smith (1.5%)
Robert H. Lenne (3.7%)

Address (include zip code)
Energetics, Inc.
102 Inverness Terrace East
Englewood, CO 80112

The undersigned, as owner of 14.58 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M.
Section 11: S/2
Section 14: N/2

Sublette County, Wyoming

Containing 640 acres, more or less.
From surface of earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-14.

Subject to the terms, provisions, conditions, exceptions and reservations contained in that certain Agreement, dated June 13, 1983, as amended, by and between Belco Petroleum Corporation and Energetics Operating Company.

CERTIFIED
to be a true and comparative copy
of the official record on file
AUG 18 1994
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	5.20%
4. Specify interest or percent of operating rights being retained by assignor	9.38%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	12.689%

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

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

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

Executed this 1st day of October, 1987.

ENERGETICS OPERATING COMPANY

Donald L. Peterson
(Assignor's Signature)

Donald L. Peterson, President

ATTEST: Suzanne R. Kalutkiewicz
Suzanne R. Kalutkiewicz, Secretary

7951 East Maplewood Ave., Suite 133
(Assignor's Address)

Englewood, CO 80111
(City) (State) (Zip Code)

RECORDED Sept. 22 1994 2:45 PM
IN BOOK 99 PAGE 400
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sayton

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1987

By Fred O'Farrell
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 25 1987
(Date)

248764

Original

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official record in accordance with provisions of 43 CFR 3106.

(WY01942-256)

00657

160

PART II

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

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

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

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3[illegible]

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

Executed this 6th day of October, 19 87.

JORDAN R. SMITH

(Assignee's Signature)

102 Inverness Terrace East

(Assignee's Address)

Englewood, CO 80112

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.
3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 18 1994
Adelle A. Kowalski
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

PART II

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

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

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

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

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

Executed this 6th day of October, 1987.

ROBERT L. MEHL

(Assignee's Signature)

102 Inverness Terrace East

(Assignee's Address)

Englewood, CO 80112

(City) (State) (Zip Code)

FILED
CHEYENNE, WYOMING
1987 OCT 13 AM 9 31

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

INSTRUCTIONS

USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 16 1994
BUREAU OF LAND MANAGEMENT

STATE OF Colorado
COUNTY OF ARAPAHOE } 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 6th day of October, 1987, personally appeared Robert L. Mehl

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 May 13, 1988

Marguerite C. Scott
Notary Public.
My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

1. Any and all reservations of overriding royalty interest and/or net profits interest, be they recorded or unrecorded as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by ASSIGNEE; an overriding royalty due Energetics employees under certain royalty participation plans, including Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment; and any and all other agreements which would affect the title to the leases described on Exhibit "A".

2. This Assignment is subject to the Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case No. 84-B-5326 and 84-B-5325, entered and approved by the Court and creditors effective June 28, 1985.

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 1st day of October, 1987, by Donald L. Peterson, as President, for ENERGETICS OPERATING COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: June 29, 1988

Tom G. Griffith
678 East 4th Ave. #4
Denver, CO 80202

Tom G. Griffith Notary Public

RECEIVED
CHEYENNE, WYOMING
1987 OCT 13 AM 9

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 18 1994
BUREAU OF LAND MANAGEMENT

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

STATE OF Colorado
COUNTY OF ARAPAHOE } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of October, 19 87, personally appeared Jordan R. Smith, to me known to be the identical person described in and who executed within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free voluntary act and deed for the uses and purposes therein set forth.

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

Commission Expires May 13, 1988

Marguerite L. Scott Notary Public.
My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

AFFIDAVIT OF PRODUCTION

STATE OF WYOMING)
) §
COUNTY OF SUBLETTE)

K. V. THOLSTROM, of lawful age, being first duly sworn, upon oath deposes and says:

THAT, Presidio Exploration, Inc., 5613 DTC Parkway, Suite 750, P. O. Box 6525, Englewood, Colorado 80155-6525, is the Operator of a producing oil and gas well described below pertaining to the following described oil and gas lease, covering the following described lands in Sublette County, Wyoming, to-wit:

Serial No.: USA W-53094

Date of Lease: January 1, 1976

Lessor: United States of America

Lessee: Owen P. Miles, Jr.

Lands Covered: Township 27 North, Range 111 West, 6th P.M.
Section 33: Lots 1, 2, 3, 4, NE/4SW/4, N/2SE/4
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Section 35: Lots 1, 2, 3, 4, N/2S/2
Sublette County, Wyoming
containing 1,165.04 acres, more or less

that a well, the ***Federal #30-33***, located in the SW/4 of Section 33, Township 27 North, Range 111 West, 6th P.M., was spudded on January 2, 1983, and thereafter diligently drilled to completion on March 22, 1983, with production of oil and gas from the Bear River formation; and that minimum royalty payments are continuously being monitored and paid in accordance with the terms and conditions of the lease, if necessary, thereby extending the above-described oil and gas lease beyond its primary term pursuant to the provisions of said lease.

FURTHER Affiant saith not.

K. V. Tholstrom

K. V. THOLSTROM, Vice President

njk

248765
248765

RECORDED Sept. 29, 1994 2:45 PM
IN BOOK 99 Misc PAGE 1041
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Acknowledgment

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

*The foregoing instrument was acknowledged before me this 29th day of August, 1994 by **K. V. THOLSTROM** as Vice President of **PRESIDIO EXPLORATION, INC.**, a Colorado corporation, on behalf of said corporation.*

WITNESS my hand and official seal.

My Commission expires: Dec. 1, 1998

Notary Public

njk\fed3033.aop

650190 2/-240 Condor 164 00658

AGREEMENT, ASSIGNMENT AND BILL OF SALE

AMERICAN ENERGIES CORPORATION, ("*Assignor*"), 155 N. Market, Suite 710, Wichita, Kansas 67202 (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., Mountain Time, June 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,

248770

RECORDED Sept. 30 1994 9:20 AM
IN BOOK 99 Q46 PAGE 1605
FEES 19.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

exploration agreements, all oil, gas liquids, condensate, casinghead gas and gas sales, 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 August 17, 1994.

Executed this 6 day of Sept, 1994, effective for all purposes as of the Effective Date.

ASSIGNOR:

AMERICAN ENERGIES CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: Allen L. Degood
Title: Vice President

ATTEST:

ASSIGNEE:

ATTEST:

PRESIDIO EXPLORATION, INC.

By: _____
Name: Bruce DeBoer
Title: Secretary

By: _____
Name: Robert L. Smith
Title: President

ACKNOWLEDGEMENT

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

The foregoing instrument was acknowledged before me by Allen L. Degood, as Vice President of American Energies Corporation on behalf of said corporation.

Witness my hand and notarial seal this 6th day of September, 1994.

My Commission Expires:

3-12-96

(Seal) MELINDA S. WOOTEN NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 3-12-96

Melinda S. Wooten
Notary Public in and for the Melinda S. Wooten
State of Kansas

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 13th day of September, 1994.

My Commission Expires:

My Commission Expires October 25, 1994

(Seal) NOTARY PUBLIC MELINDA V. BRUCKNER STATE OF COLORADO

Melinda V. Bruckner
Notary Public in and for the
State of Colorado

EXHIBIT "A"

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: EAST BIRD CANYON & TEAL

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501758 -11100**	01 USA W-35399 JOHN I WESTON	07/01/1972	BK 64 PG 633	T 27 N R 111 W SEC 15: NW/4
6501758 -11100**	02 USA W-35399 JOHN I WESTON	07/01	BK 64 PG 633	T 27 N R 111 W SEC 15: NE/4
6501759 -11102**	01 USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 15: SW/4
6501759 -11102**	02 USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 14: ALL
6501759 -11102**	03 USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 15: SE/4
6501760 -11104**	01 USA W-36422 JEAN D. TRUE	10/01/1972	BK 57 PG 369	T 27 N R 111 W SEC 22: NW/4
6501760 -11104**	02 USA W-36422 JEAN D. TRUE	10/01/1972	BK 57 PG 369	T 27 N R 111 W SEC 25: W/2, SE/4
6501760 -11104**	03 USA W-36422 JEAN D. TRUE	10/01/1972	BK 57 PG 369	T 27 N R 111 W SEC 23: ALL SEC 26: ALL
6501760 -11104**	04 USA W-36422 JEAN D. TRUE	10/01/1972	BK 57 PG 369	T 27 N R 111 W SEC 22: NE/4
6501761	01 USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: SE/4

169

EXHIBIT "A"

[redacted] *** WYOMING ***
[redacted]: WY - SUBLETTE
PROSPECT: EAST BIRD CANYON & TEAL

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501761	02 USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: SW/4
6501761	03 USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: W/2NE/4, SE/4NE/4
[redacted]761	04 USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: NW/4
6501762 11107**	01 USA W-34033 ROBERT W. DAVID	05/01/1972	BK 57 PG 280	T 27 N R 111 W SEC 29: NE/4NE/4
6501763 11108**	01 USA W-63821 JAMES M TURLINGTON	07/01/1978	BK 57 PG 195	T 27 N R 111 W SEC 32: LOTS 3 (29.83), 4 (30.03), N/2SE/4
6501763 11108**	02 USA W-63821 JAMES M TURLINGTON	07/01/1978	BK 57 PG 195	T 27 N R 111 W SEC 32: NE/4
6501796 12319**	01 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 5: NW/4
6501796 12319**	04 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 5: SW/4
[redacted]941 [redacted]5**	01 USA W-54471 ANGELO J. LIBERATORE	09/01/1976		T 28 N R 112 W SEC 35: LOTS 1, 2, 3, SE/4NE4
6501941 15285**	02 USA W-54471 ANGELO J. LIBERATORE	09/01/1976		T 28 N R 112 W SEC 35: S/2SE/4, NE/4SE/4

170

EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: EAST BIRD CANYON & TEAL

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501947 Y-15348**SFC	01	USA W-87735 ENERGETICS OPERATING COMPAN	02/18/1985		T 28 N R 112 W SEC 25: LOTS 1, 3, & 6, SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4 SEC 35: LOT 1, SE/4NE/4
A 6502236 Y-209**SFC	01	ST WY H.R.-08-1984 ENERGETICS OPERATING COMPAN	02/07/1985		T 28 N R 112 W SEC 36: NW/4NW/4

DEPARTMENT [redacted] HE INTERIOR
BUREAU OF L[redacted] MANAGEMENT

[redacted] PPROVED
[redacted]. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.
W-54471

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Logistiks, Inc.
1600 International Centre, 900 Second Avenue South
Minneapolis, Minnesota 55402-3387

*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 (Use additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 28 North, Range 112 West, 6th P.M.					
Section 35: Lots 1, 2, 3, SENE	3.75	3.75	-0-	-0-	as of record
Section 35: E/2SE, SWSE	15.0	15.0	-0-	-0-	as of record
Limited in depth from the surface of the earth down to the stratigraphic equivalent of 9,300 feet being the total depth drilled in the Yose Cattle Co. #40-35 well located in the NWSE of Section 35, T28N-R112W, Sublette County, Wyoming					

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 _____

248771

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

RECORDED Sept. 30, 19 94 9:20 AM
IN BOOK 99046 PAGE 172
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

172

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this _____ day of _____, 19 _____
effective October 1, 1987

Name of Transferor Energetics Operating Company
Please type or print

Transferor Robert L. Smith (Signature)
or
~~Attorney-in-fact~~ President (Signature)

5613 DTC Parkway, P.O. Box 6525
(Transferor's Address)

Englewood, Colorado 80155-6525
(City) (State) (Zip Code)

Executed this 1 day of Sept, 19 94

Logistiks, Inc.

Transferee C W Morgan (Signature)
or
~~Attorney-in-fact~~ C. W. Morgan Vice President (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO 1992-774-017/67023

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

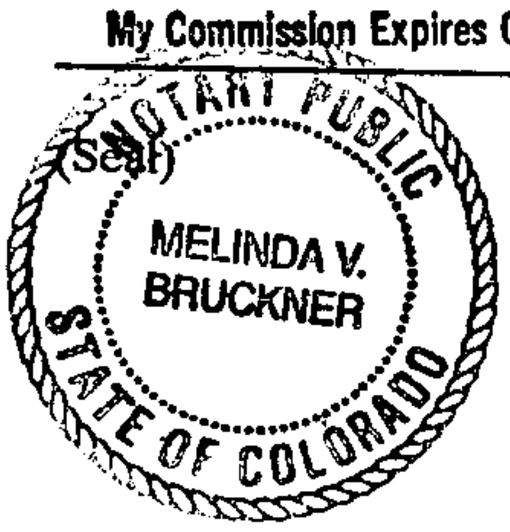
The foregoing instrument was acknowledged before me by Robert L. Smith as President of Energetics Operating Company on behalf of said corporation.

Witness my hand and notarial seal this 13th day of September, 1994.

My Commission Expires:

My Commission Expires October 25, 1994

(Seal)



Melinda V. Bruckner

Notary Public in and for the
State of Colorado

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me by C. W. Morgan as Vice-President of Logisticks, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 1st day of September, 1994.

My Commission Expires: 3-12-96

Melinda S. Wooten, Notary Public
in and for the state of Kansas



Form 3000-3a
October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.

W-54471

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)* American Energies Corporation
Street 155 North Market, Suite 710
City, State, ZIP Code Wichita, Kansas 6702-1821

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 (Use 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	Coaveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 28 North, Range 112 West, 6th P.M.					
Section 35: Lots 1, 2, 3, SENE	3.75	3.75	-0-	-0-	as of record
Section 35: E/2SE, SWSE	15.0	15.0	-0-	-0-	as of record
Limited in depth from the surface of the earth down to the stratigraphic equivalent of 9,300 feet being the total depth drilled in the Yose Cattle Co. #40-35 well located in the NWSE of Section 35, T28N-R112W, Sublette County, Wyoming					

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 _____

248772

RECORDED Sept. 20, 1994 9:35 AM
IN BOOK 99 PAGE 176
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sayton

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

176

Page 3 of 3 ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 6 day of Sept, 19 94
effective June 1, 1992

Name of Transferor: Space Resources, Inc.
Please type or print

Transferor: A. L. DeGood (Signature)
or Attorney-in-fact: Vice President
(Signature)

1600 International Centre, 900 Second Avenue South
(Transferor's Address)

Minneapolis Minnesota 55402-3387
(City) (State) (Zip Code)

Executed this Sept 6 day of Sept, 19 94

Transferee: A. L. DeGood (Signature)
or Attorney-in-fact: Vice President
(Signature)

American Energies Corporation

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO 1992-774-017/67023

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me by A. L. DeGood as Vice-President of American Energies Corporation on behalf of said corporation.

Witness my hand and notarial seal this 6th day of September, 1994.

My Commission Expires: 3-12-96

Melinda S. Wooten, Notary Public
in and for the state of Kansas

MELINDA S. WOOTEN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3-12-96

ACKNOWLEDGEMENT

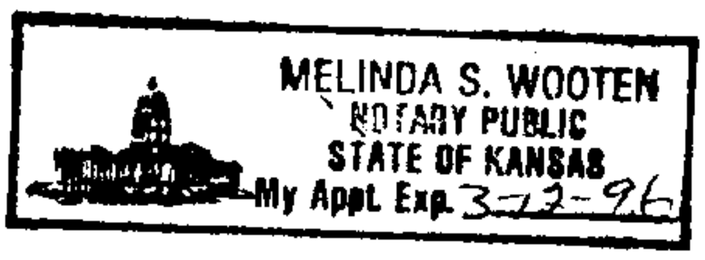
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me by A. L. DeGood as Vice-President of Space Resources, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 6th day of September, 1994.

My Commission Expires: 3-12-96

Melinda S. Wooten, Notary Public
in and for the state of Kansas



(October 1992)

[redacted]

DEPARTMEN[redacted]HE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.
W-54471

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)* Space Resources, Inc.
Street 1600 International Centre, 900 Second Avenue South
City, State, ZIP Code Minneapolis, Minnesota 55402-3387

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

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

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

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

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 28 North, Range 112 West, 6th P.M.					
Section 35: Lots 1, 2, 3, SENE	3.75	3.75	-0-	-0-	as of record
Section 35: E/2SE, SWSE	15.0	15.0	-0-	-0-	as of record
limited in depth from the surface of the earth down to the stratigraphic equivalent of 9,300 feet being the total depth drilled in the Yose Cattle Co. #40-35 well located in the NWSE of Section 35, T28N-R112W, Sublette County, Wyoming					

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 _____

248773
246773

By _____
(Authorized Officer)

RECORDED Sept. 29, 1994 9:35 AM
IN BOOK 99 O/G PAGE 180
FEES 12.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

_____ _____
(Title) (Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 1 day of Sep, 19 94

effective June 1, 1991

Name of Transferor Logisticks, Inc.
Please type or print

Transferor C W Morgan
or C. W. Morgan (Signature)
~~Attorney-in-fact~~ Vice President
(Signature)

1600 International Centre, 900 Second Avenue South
(Transferor's Address)

Minneapolis, Minnesota 55402-3387
(City) (State) (Zip Code)

Executed this 6 day of Sept, 19 94

Transferee Space Resources, Inc.

Transferee A.L. DeGood
or A.L. DeGood (Signature)
~~Attorney-in-fact~~ Vice President
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO 1992-774-C17/67023

ACKNOWLEDGEMENT

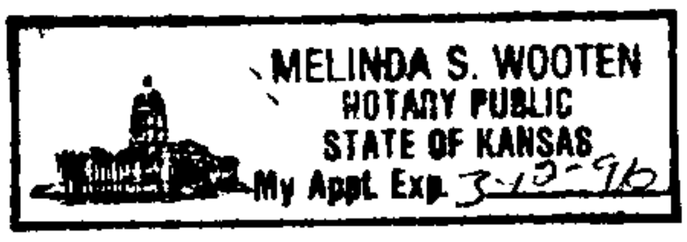
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me by C. W. Morgan as Vice-President of Logisticks, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 1st day of September, 1994.

My Commission Expires: 3-12-96

Melinda S. Wooten, Notary Public
in and for the state of Kansas



ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me by A. L. DeGood as Vice-President of Space Resources, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 6th day of September, 1994.

My Commission Expires: 3-12-96

Melinda S. Wooten, Notary Public
in and for the state of Kansas



[redacted] [redacted] [COG A[redacted]]

Assignment, Bill Of Sale And Conveyance

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of 7:00 a.m., local time at the location of the affected real property, on June 1, 1994 (the "Effective Time"), is made by NBB OIL & GAS PARTNERS (U.S.A.), a general partnership domiciled in the State of Colorado, and ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation (collectively "Assignors"), each of whose address is 1777 South Harrison Street, Suite P-1, Denver, Colorado 80210 to COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation, and each of whose address is c/o Duncan Energy Company, 1777 South Harrison Street, Suite P-1, Denver, Colorado 80210 (herein individually called "Assignee" and collectively called "Assignees").

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by Assignors, Assignors do hereby grant, bargain, transfer, convey, set over, assign and deliver unto Assignees, their respective successors and assigns, in the percentages set forth below, the following properties, assets, rights, and obligations (the "Interests"):

All of Assignors' right, title and interest in, to and under the oil, gas and mineral leases, lands, and units described on Exhibit A, attached hereto and made a part hereof for all purposes, insofar and only insofar as such rights and interests cover or affect the lands described on Exhibit A, and including any and all interests of Assignors therein, including, without limitation, working interests, executory interests, reversionary interests, net profits interests, net revenue interests, royalty interests, overriding royalty interests, fee mineral interests, mineral servitudes, payments out of production and other rights, including contractual rights to production, and contractual rights providing for the acquisition or earning of any such interests, owned by Assignors, in whole or in part, whether directly or indirectly, and any other interests of a similar nature (hereinafter the "Leases");

All of Assignors' right, title and interest in and to all petroleum, hydrocarbons and gases produced from or attributable to the Leases after the Effective Time;

All of Assignors' right, title and interest in and to all petroleum, hydrocarbons and gases produced from or attributable to the Leases which at the Effective Time have not been sold by Assignors and are in storage, within processing plants, or in pipelines;

Insofar and only insofar as they relate to the Leases: all of Assignors' interests, rights and obligations in and to all permits, licenses, servitudes, contracts and agreements and all leases and reversionary interests; operating agreements; oil, gas and condensate purchase and sale agreements; processing, treating, fractionating, compression and transportation agreements; partnership, joint venture, farmout, farmin, dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; salt water disposal agreements; easements, surface use, and/or right-of-way agreements; unitization or pooling agreements, declarations, and orders and the properties covered and the units created thereby; and all other executory contracts and agreements; and

248814

RECORDED Oct. 3, 1994 2:20 PM
IN BOOK 990 PAGE 184
FEES 22.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

All of Assignors' interests in and to all producing, shut-in, temporarily abandoned, abandoned, plugged, injection, and disposal wells, tank batteries, structures, pipelines, fixtures, equipment, spare parts, tools, pipelines, buildings, personal property, appurtenances, and improvements now or as of the Effective Time located on or appurtenant to the Leases or used at any time in connection with the operation of the Leases, or the gathering, treating, compression, transportation, and processing of production from the Leases, whether or not operating or abandoned.

TO HAVE AND TO HOLD the Interests unto Assignees, their respective successors and assigns, forever.

The undivided interest of each Assignee in the Interests is as follows:

Assignee	Percentage Interest
Comdisco, Inc.	68%
Comdisco Exploration, Inc.	16%
Comdisco Resources, Inc.	16%

This Assignment is made without warranty of any kind, whether express or implied; however, Assignors give and grant to Assignees, their respective successors and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect to the Interests or any part thereof.

WITH RESPECT TO THOSE PORTIONS OF THE INTERESTS WHICH CONSTITUTE PERSONAL PROPERTY AND FIXTURES, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

By acceptance and recordation of this Assignment, Assignees agree to assume and pay and perform Assignors' obligations under all agreements relating to the Interests.

Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A. To the extent that any land descriptions on Exhibit A are incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated by this reference. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property, oil and gas lease records or conveyance records of the county and state in which the lease is situated.

Separate assignments of the Interests may be executed on officially approved forms by Assignors to Assignees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, a counterpart to be recorded in a given county may contain only those portions of the Exhibits hereto that describe property

[redacted] [redacted] [redacted]

located in that county. Assignors and Assignees have each retained a counterpart of this assignment with a complete copy of Exhibit A.

Executed on this 21st day of September, 1994, but effective for all purposes as of the Effective Time.

NBB OIL & GAS PARTNERS (U.S.A.),
a Colorado general partnership

By DUNCAN ENERGY COMPANY, a
Colorado general partnership,
its Attorney-in-Fact

By: _____
Bruce E. Johnston
Authorized Signatory

ENERGY PARTNERS NOMINEE COMPANY
a Colorado corporation

ATTEST:

_____
Leon R. Bailey
Assistant Secretary

By: _____
Bruce E. Johnston
Vice President

(SEAL)

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

(Colorado)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership. Witness my hand and official seal.

(Michigan)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership, on behalf of both partnerships.

(Montana and Texas)

This instrument was acknowledged before me on September 21, 1994, by Bruce E. Johnston, as Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership.

(North Dakota)

On this 21st day of September in the year 1994, before me personally appeared Bruce E. Johnston, known to me to be the person who is described in and who executed the within and foregoing instrument, as Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership, and acknowledged to me that he subscribed the name of NBB Oil & Gas Partners (U.S.A.) thereto as principal, the name Duncan Energy Company as attorney-in-fact and his own name as Authorized Signatory of Duncan Energy Company.

(Oklahoma)

Before me, a notary public, in and for said state, on this 21st day of September, 1994 personally appeared Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, to me known to be the identical person who subscribed the name of the maker thereto to the foregoing instrument as its attorney-in-fact and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of both NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership and Duncan Energy Company, a Colorado general partnership, for the uses and purposes therein set forth.

(Utah)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership.

(Wyoming)

The foregoing instrument was acknowledged before me by Bruce E. Johnston, Authorized Signatory of Duncan Energy company, a Colorado general partnership, as attorney-in-fact for NBB Oil & Gas Partners (U.S.A.), a Colorado general partnership, this 21st day of September, 1994.

Betty A. Herrold
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison, PH-1
Denver, Colorado 80210

My commission expires: July 26, 1998

(NOTARY SEAL)

[redacted] [redacted] [redacted]

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

(Colorado)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by Bruce E. Johnston, Vice President of Energy Partners Nominee Company, a Colorado corporation. Witness my hand and official seal.

(Michigan)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by Bruce E. Johnston, Vice President of Energy Partners Nominee Company, a Colorado corporation, on behalf of the corporation.

(Montana and Texas)

This instrument was acknowledged before me on September 21, 1994 by Bruce E. Johnston, as Vice President of Energy Partners Nominee Company, a Colorado corporation.

(North Dakota)

On this 21st day of September in the year 1994, before me personally appeared Bruce E. Johnston, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

Before me, a notary public, in and for said state, on this 21st day of September, 1994, personally appeared Bruce E. Johnston, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Energy Partners Nominee Company, a Colorado corporation.

(Utah)

The foregoing instrument was acknowledged before me this 21st day of September, 1994 by Bruce E. Johnston, Vice President of Energy Partners Nominee Company, a Colorado corporation.

(Wyoming)

The foregoing instrument was acknowledged before me by Bruce E. Johnston, Vice President of Energy Partners Nominee Company, a Colorado corporation, this 21st day of September, 1994.

Betty A. Herrold

Betty A. Herrold
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison, PH-1
Denver, Colorado 80210

My commission expires: July 26, 1998

(NOTARY SEAL)

PREAMBLE TO

EXHIBIT A

1. Lessor Identification.

a. USA and BIA. The full name of the lessor for leases issued by the United States of America has been abbreviated as "USA". Leases issued by the Bureau of Indian Affairs, the various Indian tribes or Tribal leasing authorities are identified by the abbreviation "BIA". These abbreviations are followed by the lease number assigned by the relevant lessor, e.g., USA-C-24617.

b. M, ORR and R. References under Lessor category to M, ORR and R followed by a number have the following meanings:

M--Mineral interest.
ORR-Overriding royalty interest.
R--Royalty interest.

2. Recording Information. In cases where two numbers appear for "Recording Information," the first number refers to the book or volume number and the second number refers to the page or document number. In cases where only one number is listed, the number refers to a document or instrument number.

Recording information for the M (mineral interest), ORR (overriding royalty interest) and royalty interest) tracts are not provided in all cases because the purpose of the conveyance is to convey all of assignors' interest under the described lands and not to be limited to a specific lease or deed reference.

Recording information is sometimes repeated due to a computer program that lists recording information for each tract.

3. No Depth Limitations. Depth limitations contained in Exhibit A shall not be deemed to limit the interests covered hereby.

4. County Counterparts. To facilitate recording, only the pertinent pages of Exhibit A will be filed for recording in the following counties:

State/County	Pages
Colorado	
Moffat	4
Rio Blanco	5
San Miguel	1
Weld	2
Yuma	3
Michigan	
Newaygo	6
Montana	
Richland	17, 18, 22, 28
Roosevelt	19, 29
Sheridan	7-16, 20, 21, 23, 24, 30
Valley	16, 25-27

State/County	Pages
North Dakota	
Billings	32, 85, 86, 93-100, 102-104, 134, 145, 154, 155, 173, 180
Bottineau	127, 128
Burke	124, 179
Divide	44-69, 71-73, 109, 134, 145, 164-166
Dunn	87-89, 157, 161
Golden Valley	122, 180
McKenzie	31, 33-35, 43, 76-79, 101, 105, 106, 113-120, 123, 129-132, 134, 140-145, 148, 152, 153, 158, 168-172, 174-176, 178, 181
McLean	82, 83, 84
Mountrail	80, 81, 90-92, 137
Renville	112, 121, 150, 151
Stark	156
Ward	134, 136, 177
Williams	36-42, 70, 74, 75, 107, 108, 110, 111, 116, 125, 126, 133, 134, 138, 139, 141, 145, 146, 147, 149, 159, 160, 162, 163, 167
Oklahoma	
Caddo	258-263, 266-283
Latimer	201-208, 253-257, 264-265
Noble	209-252
Nowata	182-200
Stephens	284-288
Texas	
Brazos	291-314
Frio	289
Jim Wells	316
LaSalle	290
Roberts	315
Utah	
San Juan	317, 318
Wyoming	
Campbell	319-332, 334
Laramie	336
Lincoln	335
Sublette	337
Uinta	333,338

LEASE NUMBER: 507004/01
LESSOR: ORR-66
LESSEE: COMDISCO RESOURCES, INC.
LEASE DATE: 03/17/1987
EFFECTIVE DATE:
RECORDING DATA: Tract 001
State WYOMING
County SUBLETTE
Tract 002
State WYOMING
County SUBLETTE

DESCRIPTION: Tract 001
T28N-R115W
SEC. 26: ALL

DESCRIPTION: Tract 002
T28N-R115W
SEC. 27: NE/4

Transfer of Interest in Oil & Gas Rights
From Pauline F. Hischier Trust to Margaret F. Heath,
Mary H. Reed and Miriam H. Simpson, as equal owners

All interests in Sections 3, 4, 9 and 10, Township 27 North, Range 113 West, 6th P.M. Wyoming in the North LaBarge Shallow Unit Area in Sublette County, Wyoming

and

All interests in

0869500001 - Saddle Ridge Unit

Initial Participating Area (Revised) for the Mesaverde 5th zone of the Saddle Ridge Unit as approved by the U.S. Geological Survey, effective as of April 1, 1963, and containing 375.91 acres.

1091800001 - North LaBarge (Deep) Unit

Initial Participating Area for the Frontier Formation of the North LaBarge Deep Unit as approved by the U.S. Geological Survey, effective as of August 1, 1958, and containing 4,279.03 acres.

The undersigned successor Trustee of the Pauline F. Hischier Trust dated October 30, 1990, hereby executes this Declaration the 29th day of September, 1994.

248861

RECORDED Oct. 5 1994 9:00 A M
IN BOOK 99046 PAGE 193
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Henry E. Reed
Successor Trustee
Pauline F. Hischier Trust

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 29th day of September, 1994, before me, the undersigned, a Notary Public for the State of Montana, personally appeared HENRY E. REED, known to me to be the successor Trustee of the Pauline H. Hischier Trust and acknowledged to me that he executed the within and foregoing instrument in his capacity as Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above-written.

(SEAL)

Notary Public, State of Montana
Residing at Billings, Montana
My Commission Expires: 09-18-98

PRODUCERS 88-SH [redacted]

OIL AND [redacted]G LEASE [redacted]

AGREEMENT, Made and entered into this 16th day of May, 19 94
by and between

Dunton Sheep Company
of 227 "H" Street, Rock Springs, WY 82901, hereinafter called lessor (whether one or more) and

McMurry Oil Company
of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More-- ($10.00+) DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 7: SE¼SW¼
Section 17: SW¼NW¼
Section 18: NW¼NE¼, SE¼NE¼

248862

RECORDED Oct. 5, 1994 9:15 AM
IN BOOK 99 MG PAGE 194
FEES 8.00 [signature] COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). J.F.A. J.F.A.

and containing 160.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 16th day of May, 1995, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor ~~or to the lessor's credit in the~~ at the address as first written above ~~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 the said land~~, the sum of --One Hundred Sixty and No/100 ($160.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

This Oil and Gas Lease is executed and recorded for purposes of correcting that certain Oil & Gas Lease as was recorded under date of June 13, 1994 @ Bk 96/Pg 608 194

breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial relea the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homeste dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the la ds herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Attest: Mary Louise Arambel (SEAL)
Secretary (SEAL)
(SEAL)
(SEAL)

DUNTON SHEEP COMPANY (SEAL)
By: John F. Arambel Sr. (SEAL)
John F. Arambel Sr. - President (SEAL)
T.P.I.D. #: 0260109 (SEAL)

STATE OF ..... } SS.
COUNTY OF ..... }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Notary Public

STATE OF ..... } SS.
COUNTY OF ..... }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 ..... 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

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

STATE OF ..... } SS.
COUNTY OF ..... }

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

By ..... County Clerk—Register of Deeds.

Deputy.

When Recorded
Return to .....

STATE OF WYOMING } SS.
COUNTY OF SWEETWATER }

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 29th day of August, 1994, before me appeared John F. Arambel Sr. ....., to me personally known, who, being by me duly sworn, did say that he is President of Dunton Sheep Company ....., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said John F. Arambel Sr. acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires
Jan. 8, 1997

Emily E. Quintana
Notary Public
Sweetwater Co. Wyoming
My Commission Expires
Jan. 8. 1997

Emily E. Quintana
Notary Public

190 — A

PRODUCERS 88-BH [redacted]

OIL AND [redacted] LEASE

AGREEMENT, Made and entered into this 16th day of May, 19 94
by and between

Dunton Sheep Company
of 227 "H" Street, Rock Springs, WY 82901, hereinafter called lessor (whether one or more) and

McMurry Oil Company
of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More-- ($10.00+) DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 20: W½NE¼, SE¼NE¼, E½SE¼
Section 21: SW¼SW¼
Section 28: N½NW¼

248863

RECORDED Oct 5, 1994 9:15a M
IN BOOK 99 PAGE 196
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sorton

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). J.F.A.

and containing 320.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 16th day of May, 19 95, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor ~~or to the lessor's credit in the~~ at the address as first written above ~~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 the said land~~, the sum of --Three Hundred Twenty and No/100 ($320.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 such 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 in land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

This Oil and Gas Lease is executed and recorded for purposes of correcting that certain Oil & Gas Lease as was recorded under date of June 13, 1994 194

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Attest: A. L. Thissy Louise Crumes (SEAL)
Secretary (SEAL)
(SEAL)
(SEAL)

DUNTON SHEEP COMPANY (SEAL)
By: John F. Arambel Sr. & Pres (SEAL)
John F. Arambel Sr. - President (SEAL)
T.P.I.D.#: 0260109 (SEAL)

STATE OF ..... } SS.
COUNTY OF ..... }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Notary Public

STATE OF ..... } SS.
COUNTY OF ..... }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 ..... 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

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

No. of acres .....

Term .....

STATE OF .....
COUNTY OF ..... } SS.

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

By ..... County Clerk—Register of Deeds.

Deputy.

When Recorded
Return to .....

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 29th day of August, 1994, before me appeared John F. Arambel Sr., to me personally known, who, being by me duly sworn, did say that he is President of Dunton Sheep Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said John F. Arambel Sr. acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires
Jan. 8, 1997

Emily E. Quintana
Notary Public
Sweetwater Co. Wyoming
My Commission Expires
Jan. 8, 1997

Emily E. Quintana
Notary Public

190 — A

PRODUCERS 88-BH [redacted] (CORRE[redacted])**

OIL AND [redacted] LEASE

[redacted]

RECORDED Oct. 5 1994 9:15 A.M.
IN BOOK 99 Misc PAGE 198
FEES $8.00
SUBLETTE COUNTY CLERK
By Cathy Sautbine

248864

AGREEMENT, Made and entered into this 16th day of May 19 94 by and between

Dunton Sheep Company
227 "H" Street, Rock Springs, WY 82901

of ....., hereinafter called lessor (whether one or more) and

McMurry Oil Company
P.O. Box 220, Casper, WY 82602-0220

of ....., hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More-- ($10.00+) DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 25: NE¼SW¼, SW¼SE¼

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). J.A.

and containing 80.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 16th day of August, 19 95, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor ~~or to the lessor's credit in the Bank at~~ as first written above at the address 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 the said land~~, the sum of --Eighty and No/100 ($80.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender hereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells or 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 such 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 in land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall default or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

This Oil and Gas Lease is executed and recorded for purposes of correcting that certain Oil & Gas Lease as was recorded under date of June 13, 1994 @ Bk 96 P 686 198

199

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Attest: Mary Louise Arambel (SEAL)
Secretary (SEAL)
(SEAL)
(SEAL)

DENTON SHEEP COMPANY (SEAL)
By: John F. Arambel Sr. (SEAL)
John F. Arambel Sr. - President (SEAL)
T.P.I.D.#: 0260109 (SEAL)
(SEAL)

STATE OF ..... } SS.
COUNTY OF ..... }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....
and .....
described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... to me known to be the identical person ....., executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Notary Public

STATE OF ..... } SS.
COUNTY OF ..... }

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....
and .....
described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... to me known to be the identical person ....., 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

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

Term .....

No. of acres .....

STATE OF .....
COUNTY OF ..... } SS.

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

By .....
County Clerk—Register of Deeds.
Deputy.

When Recorded
Return to .....

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 17th day of August, 1994, before me appeared John F. Arambel Sr.
....., to me personally known, who, being by me duly sworn, did say that he is
President of Dunton Sheep Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said John F. Arambel Sr. acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires
Jan. 8, 1997

Emily E. Quintana
Notary Public
Sweetwater Co. Wyoming
My Commission Expires
Jan. 8, 1997

Emily E. Quintana
Notary Public

190 — A

PRODUCERS 88-BH [redacted]

OIL AND [redacted] LEASE

[redacted]

AGREEMENT, Made and entered into this 1st **day of** August, 19 94

by and between

John F. Arambel Sr. and Mary Louise Arambel, husband and wife,
227 "H" Street, Rock Springs, WY 82901

of ....., **hereinafter called lessor (whether one or more) and**

McMurry Oil Company
P.O. Box 220, Casper, WY 82602-0220

of ....., **hereinafter called lessee:**

WITNESSETH, That the said lessor, for and in consideration of --Ten and More-- ($10.00+) **DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of** SUBLETTE **State of** WYOMING, **described as follows, to wit:**

RECORDED Oct. 5, 19 94 9:45 AM
IN BOOK 99046 PAGE 200
FEES 5.00
SUBLETTE COUNTY CLERK By Cathy Sexton COUNTY CLERK

TOWNSHIP 27 NORTH-RANGE 107 WEST, 6th P.M.
Section 8: NW¼SW¼

248865

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). J.F.A. M.L.A.

and containing 40.00 **acres, more or less. It is agreed that this lease shall remain in force for a term of** four (4) **years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.**

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st **day of** August, 1995, **this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the** North-Side State **Bank at** Rock Springs, Wyoming 82901 **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 the said land, the sum of** --Forty and No/100 ($40.00)---------- **DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.**

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Emily E. Quintana
Notary Public
Sweetwater Co. Wyoming
My Commission Expires
Jan. 8, 1997

(SEAL)
(SEAL)
(SEAL)
(SEAL)

(X) John F. Arambel Sr. (SEAL)
John F. Arambel Sr. SS#:520-32-2251 (SEAL)
(X) Mary Louise Arambel (SEAL)
Mary Louise Arambel SS#:520-20-3677 (SEAL)

STATE OF WYOMING } SS.
COUNTY OF SWEETWATER

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 19 94, personally appeared John F. Arambel Sr. and Mary Louise Arambel, his wife, 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 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 Jan. 8, 1997

Notary Public

STATE OF } SS.
COUNTY OF

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared ..... and ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... 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

OIL AND GAS LEASE

FROM

TO

....., 19....

No. of acres .....
Dated .....
Lot ..... Block ..... Addition .....
Section ..... Township ..... Range .....
County .....
Term .....

STATE OF .....
COUNTY OF ..... } SS.

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

By .....
County Clerk—Register of Deeds.
Deputy.

When Recorded
Return to .....

STATE OF .....
COUNTY OF ..... } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is .....
President of .....
instrument is the corporate seal of said corporation; 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 official seal the day and year last above written.

My Commission Expires

Notary Public

0 190 — A

PRODUCERS 88-SH [redacted]

OIL AND [redacted]S LEASE [redacted]

AGREEMENT, Made and entered into this 1st **day of** August, **19** 94
by and between

John F. Arambel Sr. and Mary Louise Arambel, husband and wife,
of 227 "H" Street, Rock Springs, WY 82901, **hereinafter called lessor (whether one or more) and**
McMurry Oil Company
of P.O. Box 220, Casper, WY 82602-0220, **hereinafter called lessee:**

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)---------- **DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of** SUBLETTE **State of** WYOMING, **described as follows, to wit:**

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼
Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). J.F.A. M.L.A. M.L.A.

248866

RECORDED Oct. 5, 1994 9:15 AM
IN BOOK 99046 PAGE 202
FEES 8.00
SUBLETTE COUNTY CLERK By Cathy Saxton COUNTY CLERK

and containing 240.00 **acres, more or less. It is agreed that this lease shall remain in force for a term of** four (4) **years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.**

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st **day of** August, **19** 95, **this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the** North-Side State **Bank at** Rock Springs, Wyoming 82901 **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 the said land, the sum of** --Two Hundred Forty and No/100 ($240.00)---------- **DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.**

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

WY18 010-00301-01

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, WE sign the day and year first above written.

(X) John F Arambel Sr. (SEAL)
John F. Arambel Sr. SS#:520-32-2251 (SEAL)
(X) Mary Louise Arambel (SEAL)
Mary Louise Arambel SS#:520-20-3677 (SEAL)

Emily E. Quintana
Notary Public
Sweetwater Co. Wyoming
My Commission Expires
Jan. 8, 1997

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of August, 1994, personally appeared John F. Arambel Sr. and Mary Louise Arambel, his wife, 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 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 Jan. 8, 1997

Emily E. Quintana
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 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

OIL AND GAS LEASE

FROM

TO

Dated, 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF } SS.
COUNTY OF

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

By

When Recorded
Return to

County Clerk—Register of Deeds.

Deputy.

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of, 19, before me appeared, to me personally known, who, being by me duly sworn, did say that he is President of, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; 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 official seal the day and year last above written.

My Commission Expires

Notary Public

190 — A

PRODUCERS 88-BH [redacted]

OIL AND [redacted]S LEASE [redacted]

AGREEMENT, Made and entered into this 1st day of August, 19 94
by and between

Joseph A. Arambel and Mary Ann Arambel, husband and wife,
of 1403 Yalecrest Drive, Rock Springs, WY 82901, hereinafter called lessor (whether one or more) and

McMurry Oil Company
of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼

248867

RECORDED Oct. 5, 1994 9:15a M
IN BOOK 99046 PAGE 204
FEES 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). J.A.A. J.A.A. M.A.A. M.A.A.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of August, 19 95, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the North-Side State Bank at Rock Springs, Wyoming 82901 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 the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

WY18 010-00301-02

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

(X) Joseph A. Arambel (SEAL)
Joseph A. Arambel SS#: 520-28-5463 (SEAL)
(X) Mary Ann Arambel (SEAL)
Mary Ann Arambel SS#: XXX-XX-XXXX (SEAL)

520-16-8000

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of August, 19 94, personally appeared Joseph A. Arambel and Mary Ann Arambel, his wife, 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 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 Oct. 24, 1995

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 _____ 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

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF _____
COUNTY OF _____ } SS.

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

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to _____

STATE OF _____
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; 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 official seal the day and year last above written.

My Commission Expires

_____
Notary Public

D 190 — A

PRODUCERS 88-SH [redacted]

OIL AND [redacted]S LEASE

[redacted]

AGREEMENT, Made and entered into this 1st day of August, 19 94

by and between

Lois T. Zebre and Robert P. Arambel, as Trustees of the Michael B. Arambel Trust, 2032 Prarie Ave., Rock Springs, WY 82901

of ....., hereinafter called lessor (whether one or more) and

McMurry Oil Company

of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)----------DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼

248868

RECORDED Oct. 5, 1994 9:15 AM
IN BOOK 99 Misc 46 PAGE 206
FEES 8.00
SUBLETTE COUNTY CLERK By Cathy Seaton

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). ✓ L.T.Z. ✓ R.P.A.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of August, 19 95, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the North-Side State Bank at Rock Springs, Wyoming 82901 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 the said land, the sum of --Two Hundred Forty and No/100 ($240.00)----------DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(X) Lois T. Zebre (SEAL)
Lois T. Zebre as Trustee of the (SEAL)
Michael B. Arambel Trust (SEAL)
(SEAL)

T.P.I.D.#:83-6017414

(X) Robert P. Arambel (SEAL)
Robert P. Arambel as Trustee of the (SEAL)
Michael B. Arambel Trust (SEAL)

STATE OF WYOMING }
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 1994, personally appeared Lois T. Zebre and Robert P. Arambel as Trustees of the Michael B. Arambel Trust, 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 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 11-28-97

Betty Crumpler
Notary Public

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....
and .....
described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... to me known to be the identical person ....., 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

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

Term .....

No. of acres .....

STATE OF .....
COUNTY OF ..... } SS.

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

By .....
County Clerk—Register of Deeds.
Deputy.

When Recorded
Return to .....

STATE OF .....
COUNTY OF ..... } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is
President of .....
instrument is the corporate seal of said corporation; 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 official seal the day and year last above written.

My Commission Expires

190 — A

Notary Public

PRODUCERS 88-BH [redacted]

OIL AND [redacted]S LEASE [redacted]

AGREEMENT, Made and entered into this 1st day of August, 19 94

by and between

Isabell B. Kurtz, a widow, c/o Christian Bunning,
418 "B" Street, Rock Springs, WY 82901

of ....., hereinafter called lessor (whether one or more) and

McMurry Oil Company

of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼

248869

RECORDED Oct. 5, 1994 9:15A M
IN BOOK 990MP PAGE 208
FEES 8.00
SUBLETTE COUNTY CLERK By Cathy Sorton

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). ✓ I.B.K. I.B.K.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of August, 1995, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the North-Side State Bank at Rock Springs, Wyoming 82901 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 the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on ther lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or fter production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the deposi- ory bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before he shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas ell remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying uantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though e gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, istillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall ean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anni- ersary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals erein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be creased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells d reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow pth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease 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 ad- able 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 ceeding 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 taining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, hichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include ditional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and de- lopment and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased emises 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 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 in land placed in such unit.

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 tend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties all be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby reed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall l or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this se in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assign- nt of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

208

WY18 010-00301-05

209

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

ARDEAN BARTEK - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 17, 1996

(X) Isabell B. Kurtz (SEAL)
Isabell B. Kurtz (SEAL)
(SEAL)
S.S.#: 530-44-7354 (SEAL)
(SEAL)

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of August, 1994, personally appeared Isabell B. Kurtz and

described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 17, 1996

Ardean Bartek
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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

OIL AND GAS LEASE

FROM

TO

Dated, 19

Lot Block Addition

Section Township Range

County

Term

No. of acres

STATE OF
COUNTY OF } SS.

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

By

When Recorded
Return to

County Clerk—Register of Deeds.

Deputy.

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of, 19, before me appeared, to me personally known, who, being by me duly sworn, did say that he is President of, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; 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 official seal the day and year last above written.

My Commission Expires

Notary Public

190 — A

PRODUCERS 88-SH [redacted]

OIL AND [redacted]AS LEASE

[redacted]

AGREEMENT, Made and entered into this 1st **day of** August, **19** 94

by and between

Christian Bunning and Margaret F. Bunning, husband and wife,
of 418 "B" Street, Rock Springs, WY 82901, **hereinafter called lessor (whether one or more) and**

McMurry Oil Company
of P.O. Box 220, Casper, WY 82602-0220, **hereinafter called lessee:**

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)---------- **DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of** SUBLETTE **State of** WYOMING, **described as follows, to wit:**

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼

248870

RECORDED Oct. 5 1994 9:15 A M
IN BOOK 99046 PAGE 210
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Kathy Sexton

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). ✓ C.B. ✓ C.B. M.F.B.

and containing 240.00 **acres, more or less. It is agreed that this lease shall remain in force for a term of** four (4) **years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.**

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st **day of** August, **19** 95, **this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the** North-Side State **Bank at** Rock Springs, Wyoming 82901 **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 the said land, the sum of** --Two Hundred-Forty and No/100 ($240.00)---------- **DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.**

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on ther lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or fter production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the deposi- ory bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before he shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior o such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas ell remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying uantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though he gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, istillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall ean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anni- ersary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals erein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be creased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells nd reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow pth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease 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 ad- sable 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 ceeding 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 taining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, hichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include ditional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and de- lopment and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased emises 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 e 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 in land placed in such unit.

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 tend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties all be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby reed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall l or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this se in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assign- ent of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

WY18 010-00301-06

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

ARDEAN BARTEK NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 17, 1996

.....(SEAL)
.....(SEAL)
.....(SEAL)
.....(SEAL)

(X) Christian Bunning
Christian Bunning SS#: 520-76-8052 (SEAL)
(X) Margaret F. Bunning (SEAL)
Margaret F. Bunning SS#: 520-01-0415 (SEAL)

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of August, 19 94, personally appeared Christian Bunning and Margaret F. Bunning, his wife described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 January 17, 1996

Ardean Bartek
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this .....day of .....19....., personally appeared .....and .....described in and who executed the within and foregoing instrument of writing and acknowledged to me that .....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

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

No. of acres .....

Term .....

STATE OF .....
COUNTY OF ..... } SS.

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

By .....
County Clerk—Register of Deeds.

Deputy.

When Recorded
Return to .....

STATE OF .....
COUNTY OF ..... } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this .....day of ....., 19....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

President of .....

nstrument is the corporate seal of said corporation; 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

ct and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

190 — A

PRODUCERS 88-B [redacted]

OIL AND [redacted]AS LEASE

[redacted]

AGREEMENT, Made and entered into this 1st day of August, 19 94
by and between

Robert Bunning and Mary D. Bunning, husband and wife, c/o Christian Bunning,
of 418 "B" Street, Rock Springs, WY 82901, hereinafter called lessor (whether one or more) and

McMurry Oil Company
of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼

248871

RECORDED Oct. 5, 1994 9:15a M
IN BOOK 99 Misc 6 PAGE 212
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sadon

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). ✓ R.B. R.B. M.D.B. M.D.B.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of August, 1995, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the North-Side State Bank at Rock Springs, Wyoming 82901 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 the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations 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.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, 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, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. 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 the leased premises 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 in the land placed in such unit.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

WYI8 010-00501-07

213

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

(X) Robert Bunning 520-18-2571 (SEAL)
Robert Bunning SS#: 520-18-2571 (SEAL)
(X) Mary D. Bunning (SEAL)
Mary D. Bunning SS#: 520-72-2921 (SEAL)

STATE OF WYOMING
COUNTY OF SWEETWATER } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of August, 1994, personally appeared Robert Bunning and Mary D. Bunning, his wife, 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 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 May 3, 1998

Frances M Lovseth
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 _____ 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

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____

Term _____

STATE OF _____
COUNTY OF _____ } SS.

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

_____
County Clerk—Register of Deeds.

By _____
Deputy.

When Recorded
Return to _____

STATE OF _____
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; 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 official seal the day and year last above written.

My Commission Expires

_____
Notary Public

0 190 — A

[redacted] [redacted] [redacted]

PRODUCERS 88-BU [redacted]

OIL AND [redacted]AS LEASE [redacted]

AGREEMENT, Made and entered into this 1st day of August, 1994

by and between Esther G. Cheesman, F/K/A Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979,

of 12765 Abra Dr., San Diego, CA 92198, hereinafter called lessor (whether one or more) and

McMurry Oil Company

of P.O. Box 220, Casper, WY 82602-0220, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of --Ten and More ($10.00+)---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of SUBLETTE State of WYOMING, described as follows, to wit:

TOWNSHIP 27 NORTH-RANGE 106 WEST, 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼, NW¼SE¼

248872

RECORDED Oct. 5, 1994 9:15 AM
IN BOOK 99046 PAGE 214
FEES 8.00
SUBLETTE COUNTY CLERK By Cathy Stubb

Notwithstanding any provision contained herein to the contrary, wherever the fraction "one-eighth" (1/8th) appears on the face of this lease, said fraction shall be changed to read "one-sixth" (1/6th). E.G.C. E.G.C.

and containing 240.00 acres, more or less. It is agreed that this lease shall remain in force for a term of four (4) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of August, 19 95, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bank of Rancho Bernardo Bank at 11717 Bernardo Plaza Ct., San Diego, CA 92128 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 the said land, the sum of --Two Hundred Forty and No/100 ($240.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date 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 ninety (90) days from the date of the completion 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, and it is agreed 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 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 ninety (90) 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. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on ther lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or fter production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the deposi ory bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before e shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas ell remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying uantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though e gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, istillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall ean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anni- ersary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals erein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be creased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells d reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow pth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease 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 ad- sable 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 ceeding 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 taining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, hichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include ditional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and de- lopment and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased emises 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 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 in land placed in such unit.

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 tend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties all be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby reed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall l or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this se in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assign- nt of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

WY18 010-00301-08

215

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 mortgage, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Esther G. Bunning, Trustee

(X) Esther G. Cheesman (SEAL)

Esther G. Cheesman, F/K/A Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17, 1979 T.P.I.D.#:83-6031994

(SEAL) (SEAL) (SEAL) (SEAL)

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of August, 19 94, personally appeared Esther G. Cheesman, F/K/A Esther G. Bunning and * * *

Well Name: APACHE FEDERAL 3-14

ASSIGNMENT AND BILL OF SALE

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

MERIDIAN OIL PRODUCTION INC., a Delaware Corporation, whose address is 5613 D.T.C. Parkway, Englewood, Colorado 80111-3028 ("Assignor"), for and in consideration of **ONE HUNDRED DOLLARS ($100.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto Autry C. Stephens, whose address is 110 N. Marienfeld, Ste. 110, Midland, TX 79701 ("Assignee"), all of Assignor's right, title and interest in and to the following:

(i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, limited as to the lands and depths indicated on Exhibit "A" (collectively the "Leases"), together with identical undivided interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;

(ii) The wells, equipment, materials and other personal property, fixtures and improvements on the Leases as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided, however, Equipment shall not include vehicles, communications equipment, tools, warehouse stock, compressors or leased equipment located on the Leases;

(iii) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and

(iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases.

All of Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests."

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations as specifically noted and reflected on Exhibit "A", and the right of joint use of any agreements assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor.

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

SM:ASSIGNA.DOC

248880

RECORDED Oct. 5, 1994 2:50 PM
IN BOOK 99 Of 6 PAGE 216
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

Lot No.: 235.2

1. This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period of, or from, or in connection with Assignor's ownership or operation of the Interests. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Interests subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

3. TO THE EXTENT APPLICABLE TO THE INTERESTS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEXAS BUSINESS & COMMERCIAL CODE.

4. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the

[redacted] [redacted] [redacted]

parties hereto, their heirs, successors and assigns.

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

IN WITNESS WHEREOF, this instrument is executed the 10th day of June, 1994, but shall be effective as of the 1st day of June, 1994 (the "Effective Date").

ASSIGNOR
MERIDIAN OIL PRODUCTION INC.

ATTEST:

By: NO SEAL

By: W. J. Scarff
Name: W. J. Scarff
Title: Attorney-in-Fact

ASSIGNEE
Autry C. Stephens

ATTEST:

By: NO SEAL

By: Safar R. Salehi
Name: Safar R. Salehi
Title: Attorney-in-FACT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. J. Scarff, Attorney-in-Fact for Meridian Oil Production Inc., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 10th day of June, 1994.

MY COMMISSION EXPIRES:

CATHERINE W. HALE
MY COMMISSION EXPIRES
October 15, 1997

Catherine W. Hale
Notary Public in and for the State of Texas

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §
§

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15TH day of June, 1994.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for the State of Texas

ATTORNEY-IN-FACT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jafar R. Salehi, Attorney-in-Fact for AVTRY C. Stephens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15th day of June, 1994.

MY COMMISSION EXPIRES:

7/12/95

Kathy T. Robson
Notary Public in and for the State of Texas

KATHY T. ROBSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-12-95

CAT 235

EXHIBIT A

CO FILE NO.....	TYPE INSTRUMENT.....	INST DATE.	GRANTOR LESSOR.....	GRANTEE LESSEE.....	RECORDING DATA.	LEGAL DESCRIPTION.....
[redacted]6748400	OIL AND GAS LEASE	06/01/76	USA W-54913	RAINBOW RESOURCES, INC.	BK 54 O&G PG 375	TOWNSHIP 27 NORTH, RANGE 112 WEST, SECTION 14: S/2, LIMITED IN DEPTH FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH DRILLED IN THE FEDERAL # 2-23 WELL, AT APPROXIMATELY 8,693 FEET, LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 112 WEST.

ASSOCIATED WELLS:

PROPERTY NUMBER...	DP WELL NUMBER	WELL NAME.....	LOCATION.....
71079300	1049	APACHE FED. 3-14	12-027N-112W

226

SUBJECT TO AND LIMITED BY THE FOLLOWING:

THE CONVEYANCE OF THE FOREGOING INTEREST IS SUBJECT TO ALL EXISTING AND EFFECTIVE RECORDED AND UNRECORDED AGREEMENTS, WHETHER LISTED HERE OR NOT. DEPTH LIMITATION : LIMITED IN DEPTH TO THE [redacted]ISSION CANYON FORMATION ONLY.

Well Name: APACHE FEDERAL 2-23

ASSIGNMENT AND BILL OF SALE

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

MERIDIAN OIL PRODUCTION INC., a Delaware Corporation, whose address is 5613 D.T.C. PARKWAY, ENGLEWOOD, COLORADO 80111-3028 ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto Autry C. Stephens, whose address is 110 N. Marienfeld, Ste. 110, Midland, TX 79701 ("Assignee"), all of Assignor's right, title and interest in and to the following:

(i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, limited as to the lands and depths indicated on Exhibit "A" (collectively the "Leases"), together with identical undivided interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;

(ii) The wells, equipment, materials and other personal property, fixtures and improvements on the Leases as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided, however, Equipment shall not include vehicles, communications equipment, tools, warehouse stock, compressors or leased equipment located on the Leases;

(iii) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and

(iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases.

All of Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests."

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations as specifically noted and reflected on Exhibit "A", and the right of joint use of any agreements assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor.

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

SM:ASSIGNA.DOC

248881

RECORDED Oct. 5, 1994 2:50 PM
IN BOOK 99 Q46 PAGE 221
FEES $ 14.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Lot No.: 235.1

1. This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period of, or from, or in connection with Assignor's ownership or operation of the Interests. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Interests subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

3. TO THE EXTENT APPLICABLE TO THE INTERESTS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEXAS BUSINESS & COMMERCIAL CODE.

4. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the

parties hereto, their heirs, successors and assigns.

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

IN WITNESS WHEREOF, this instrument is executed the 10th day of June, 1994, but shall be effective as of the 1st day of June, 1994 (the "Effective Date").

ASSIGNOR
MERIDIAN OIL PRODUCTION INC.

ATTEST:

By: NO SEAL

By: W. J. Scarff
Name: W. J. Scarff
Title: Attorney-in-Fact

ASSIGNEE
Autry C. Stephens

ATTEST:

By: NO SEAL

By: Jafar R. Salehi
Name: Jafar R. Salehi
Title: Attorney-in-Fact

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. J. Scarff, Attorney-in-Fact for Meridian Oil Production Inc., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 10th day of June, 1994.

MY COMMISSION EXPIRES:

CATHERINE W. HALE
MY COMMISSION EXPIRES
October 15, 1997

Catherine W. Hale
Notary Public in and for the State of Texas

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15TH day of June, 1994.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for the State of Texas

ATTORNEY-IN-FACT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jafar R. Salehi, Attorney-in-Fact for Autry C. Stephens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15th day of June, 1994.

MY COMMISSION EXPIRES:

7/12/95

Kathy T. Robson
Notary Public in and for the State of Texas

KATHY T. ROBSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-12-95

EXHIBIT A

Page 1 of Exhibit

CO FILE NO.	TYPE INSTRUMENT	INST DATE	GRANTOR LESSOR	GRANTEE LESSEE	RECORDING DATA	LEGAL DESCRIPTION
6750100	OIL AND GAS LEASE	04/01/77	USA W-58384	R. W. ROBBINS		T 27 N, R 112 W, SEC. 23: NE 1/4
16750400	OIL AND GAS LEASE	06/01/76	USA W-54914	RAINBOW RESOURCES, INC.	BK 54 O&G PG 368	T 27 N, R 112 W, SEC. 23: NW 1/4

ALL THE ABOVE LEASES ARE LIMITED IN DEPTH FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH DRILLED IN THE APACHE FEDERAL # 2-23 WELL, AT APPROXIMATELY 8,693 FEET, LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING.

C 5 F 2 3 5

ASSOCIATED WELLS:

PROPERTY NUMBER	DP WELL NUMBER	WELL NAME	LOCATION
71079700	11363A	APACHE FED. 2-23	23-027N-112W

SUBJECT TO AND LIMITED BY THE FOLLOWING:

The Conveyance of the foregoing interests is subject to all existing and effective recorded and unrecorded agreements whether listed here or not. (1) Communitization Agreement dated April 13, 1978 covering the N/2 of Section 23. (2) Farmout Agreement dated March 30, 1977, by and between Farmland International Energy Co., et al as Farmors and Apache corp. as Farmee. (3) Farmout Agreemnent dated June 16, 1977 by and between Trigood Oil Company as Farmor and Apache Corp. as Farmee. (4) Participation Agreement dated October 16, 1977 by and between Apache Corp. and Dome Petroleum Corp.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6443% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6443% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.2402% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	13.2505% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	13.2505% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	5.0939% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.5995% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd mite Drive E 19701	4.6376% of the overriding royalty interest presently owned by assignor
A. Dempsey . Trenton Court ood, CO 80112	1.6443% of the overriding royalty interest presently owned by assignor
E. & Karen D. Ross . Jamison Place ton, CO 80122	5.6314% of the overriding royalty interest presently owned by assignor

There is no page 226

248907

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99-016 PAGE 227
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

227

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.4497% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	9.1991% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2997% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2997% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1499% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.7452% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2997% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1499% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.7597% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1499% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1499% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6899% of the overriding royalty interest presently owned by assignor
TOTAL	97.500% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

[redacted] [redacted] [redacted]

EXECUTED as of this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Zoe Limited Partnership this 30th day of September, 1994.

My Commission expires: 2/4/96

Elizabeth Whitham
Notary Public
Address: 9350 E. Arapahoe Rd
Greenwood Village, Co
80155

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Shama Zoe Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-128798	T29N-R110W, 6th P.M. Sec. 8: All Sec. 17: All Sec. 18: Lots 1-4, E/2, E/2W/2 Sec. 19: Lots 1-4, E/2, E/2W/2 Sec. 20: All Sec. 25: All Sec. 26: All Sec. 29: N/2SW/4, SE/4SW/4, SE/4, N/2 Sec. 30: E/2 Sec. 31: E/2 Sec. 32: All Sec. 33: N/2NW/4, SW/4NW/4 Sec. 35: All	7,108.76	6.00%
WYW-131099	T32N-R112W, 6th P.M. Sec. 8: Lot 1, S/2NE/4, SE/4 Sec. 9: Lots 1-4, S/2N/2, S/2 Sec. 10: S/2N/2, S/2 Sec. 11: SW/4NW/4, SW/4, SW/4SE/4 Sec. 17: SE/4NW/4, E/2SW/4 T33N-R112W, 6th P.M. Sec. 33: SW/4SW/4 Sec. 34: S/2S/2	1,859.52	6.00%

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.0780%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0312%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.0780%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0312%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.0805%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.2514%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.2514%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.0967%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.0873%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.0880%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0312%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.1069%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.0655%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.1745%
C & J Hill Partnership 10753 Varese Lane No[redacted]n, CO 80234	0.0436%

248908

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 990 PAGE 230
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

[redacted] D. Hill 10753 Varese Lane Northglenn, CO 80234	0.0109%
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0109%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0436%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0218%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.0711%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0109%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0109%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.0436%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0218%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.0524%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0218%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0218%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0131%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**2.0000%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Zoe Limited Partnership this 30th day of September, 1994.

My Commission expires: 2/4/96

Elizabeth Whitham
Notary Public
Address: 9350 E. Arapahoe Rd.
Greenwood Village Co
80155

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Shama Zoe Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-101780	T32N-R111W, 6th P.M. Sec. 29: All Sec. 30: Lots 1-4, E/2, E/2W/2 Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: All	2,541.12

[redacted] ASSIGNMENT [redacted] OVERRIDING ROYALTY [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Kafar Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.0780%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0312%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.0780%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0312%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.0805%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.2514%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.2514%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.0967%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.0873%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.0880%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0312%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.1069%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.0655%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.1745%
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	0.0436%

248909

RECORDED Oct. 3 1994
IN BOOK 6900 PAGE 233
FEES $10.00
SUBLETTE COUNTY CLERK
By Saxton

Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.0109%
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0109%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0436%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0218%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.0711%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0109%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0109%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.0436%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0218%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.0524%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0218%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0218%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0131%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**2.0000%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

STATE [redacted] OLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Kafar Limited Partnership this 30th day of September, 1994.

My Commission expires: 24496

Elizabeth Wortham
Notary Public
Address: 9350 E. Arapahoe
Greenwood Village, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Shama Kafar Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-101774	T31N-R110W, 6th P.M. Sec. 6: Lots 1-7, SW/4NE/4, SE/4NW/4, W/2SE/4 Sec. 7: Lots 1, 2, W/2NE/4, E/2NW/4, SE/4 Sec. 17: NW/4 Sec. 18: NE/4NE/4	1,344.66
	T31N-R111W, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4 Sec. 12: NE/4NE/4	

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Gilman A. Hill
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.0054% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6022% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.0054% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6022% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.1314% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	12.9107% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	12.9107% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	4.9633% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.4815% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.5186% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.6022% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.4870% of the overriding royalty interest presently owned by assignor

248910

RECORDED Oct. 4, 19 94 AT 11:00a M
IN BOOK 94+6 PAGE 236
FEES 10.00
SUBLETTE COUNTY CLERK
[illegible] DEPUTY CLERK

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.3612% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	8.9631% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2408% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5602% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5602% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2408% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1204% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.6491% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5602% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5602% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2408% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1204% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.6890% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1204% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1204% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6722% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	5.0000% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED as of this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill this 30th day of September, 1994.

My Commission expires: 2/4/96

Notary Public
Address: 9350 E. Arapahoe Rd.
Greenwood Village, CO
80155

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Gilman A. Hill, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-104824	T33N-R110W, 6th P.M. Sec. 31: Lots 1-4, E/2, E/2W/2 T32N-R111W, 6th P.M. Sec. 1: Lots 1-4, S/2SE/4 Sec. 2: Lots 1-4 Sec. 3: Lots 1-4 Sec. 4: Lots 1-4 Sec. 9: W/2NE/4, NW/4 Sec. 10: E/2NE/4, SE/4 Sec. 15: NE/4, E/2SE/4	1,924.88	3.00%
WYW-104835	T33N-R111W, 6th P.M. Sec. 7: E/2 Sec. 8: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Sec. 17: NW/4NE/4, W/2 Sec. 18: E/2 Sec. 19: E/2 Sec. 20: NW/4NW/4	1,720.00	3.00%

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Kafar Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6443% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6443% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.2402% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	13.2505% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	13.2505% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	5.0939% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.5995% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.6376% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.6443% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.6314% of the overriding royalty interest presently owned by assignor

248911

RECORDED Oct 7, 1994 11:00 AM
IN BOOK 89 PAGE 239
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.4497% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	9.1991% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2997% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2997% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1499% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.7452% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2997% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1499% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.7597% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1499% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1499% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6899% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	2.5000% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED as of this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Kafar Limited Partnership this 30th day of September, 1994.

My Commission expires: 2/4/96

Notary Public
Address: 9350 E. Arapahoe Rd
Greenwood Village CO
80155

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Shama Kafar Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-114049	T29N-R110W, 6th P.M. Sec. 2: Lots 1-4, S/2N/2, S/2 Sec. 3: Lots 1-4, S/2N/2, S/2 Sec. 11: All	1,915.16	6.00%

242

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Kafar Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.2466%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0987%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.2466%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0987%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.2544%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.7950%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.7950%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.3056%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.2760%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.2782%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0987%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.3379%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.2070%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.5519%
C & J Hill Partnership 10753 Varese Lane N[redacted]enn, CO 80234	0.1380%

2489912

RECORDED Oct 7 19 94 AT 11:20a M
IN BOOK 6946 PAGE 242
FEES 13.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

[redacted]

[redacted] D. Hill 10753 Varese Lane Northglenn, CO 80234	0.0345%
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0345%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.1380%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0690%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.2247%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0345%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0345%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.1380%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0690%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.1656%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0690%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0690%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0414%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**6.0000%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 31 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Kafar Limited Partnership this 30th day of September, 1994.

My Commission expires: 2/4/96

Elizabeth Whitman
Notary Public
Address: 9350 E. Arapahoe Rd.
Greenwood Village CO
80155

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Shama Kafar Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-97288	T31N-R110W, 6th P.M. Sec. 6: E/2SW/4 Sec. 7: NE/4SW/4 Sec. 17: E/2SE/4 Sec. 18: Lots 2-4, SE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4 Sec. 20: NW/4NW/4, S/2NW/4, SW/4, W/2SE/4 Sec. 28: SW/4NW/4, SW/4SW/4 Sec. 29: All Sec. 33: W/2	1,932.41
WYW-101779	T32N-R111W, 6th P.M. Sec. 5: Lots 1, 2 Sec. 8: NE/4, N/2NW/4, SE/4NW/4, NE/4SW/4 Sec. 9: E/2NE/4 Sec. 10: W/2NE/4, NW/4, N/2SW/4 Sec. 15: W/2, W/2SE/4 Sec. 17: NE/4NE/4 Sec. 19: Lots 1-4, E/2, E/2W/2 Sec. 20: SW/4NW/4, SW/4, SW/4SE/4 Sec. 22: NE/4, N/2SE/4, SE/4SE/4 Sec. 26: NW/4NW/4, SE/4NW/4	2,444.34
WYW-103504	T31N-R110W, 6th P.M. Sec. 15: NE/4, E/2NW/4, N/2SE/4 Sec. 26: All Sec. 28: NW/4SW/4 Sec. 35: All	1,640.00
WYW-103512	T32N-R111W, 6th P.M. Sec. 18: Lots 3, 4, SE/4SW/4 T32N-R112W, 6th P.M. Sec. 12: SE/4SW/4	154.73
WYW-113419	T30N-R111W, 6th P.M. Sec. 26: N/2, N/2S/2, SE/4SE/4	520.00
WYW-113422	T33N-R112W, 6th P.M. Sec. 14: All Sec. 23: All	1,280.00

[redacted] [redacted] [redacted]

SCHEDULE OF LEASES (contd.)
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-114042	T31N-R109W, 6th P.M. Sec. 34: W/2SW/4	80.00
WYW-114059	T32N-R111W, 6th P.M. Sec. 21: NE/4NE/4 Sec. 22: NW/4 Sec. 28: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec. 33: E/2 Sec. 34: W/2, W/2SE/4, SE/4SE/4	1,320.00
WYW-114060	T34N-R111W, 6th P.M. Sec. 10: E/2E/2 Sec. 21: S/2 Sec. 22: All Sec. 23: N/2N/2SW/4, SE/4NE/4SW/4, SW/4NW/4SW/4, NW/4SW/4SW/4, S/2S/2SW/4, NE/4SE/4SW/4, SE/4 Sec. 25: N/2 Sec. 26: N/2 Sec. 27: N/2, NE/4SE/4	2,400.00

Patented Oil & Gas Lease

Lessor	Description of Land	Acres
Harry Zimmerman	T31N-R111W, 6th P.M. Sec. 36: SW/4	160.00

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Gilman A. Hill
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6443% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6443% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.2402% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	13.2505% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	13.2505% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	5.0939% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.5995% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.6376% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.6443% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.6314% of the overriding royalty interest presently owned by assignor

248913
RECORDED
IN BOOK 98 MISC
FEES 12.00
Oct 1
19 94 11:20a M
PAGE 246
COUNTY CLERK
By Cathy Sauter

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.4497% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	9.1991% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2997% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2997% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1499% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.7452% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2997% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1499% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.7597% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1499% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1499% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6899% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	2.5000% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED as of this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill

Gilman A. Hill

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill this 30th day of September, 1994.

My Commission expires: 2/4/96

Notary Public
Address: 9350 E. Arapahoe Rd.
Greenwood Village, CO
80155

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Gilman A. Hill, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-92715	T31N-R111W, 6th P.M. Sec. 9: NE/4NE/4 Sec. 19: Lot 4	79.27	6.00%
WYW-106160	T30N-R109W, 6th P.M. Sec. 8: Lots 6,7; NE/4NE/4 Sec. 18: Lots 1-4, E/2W/2 Sec. 34: All Sec. 35: All	1,697.25	6.00%
WYW-106168	T30N-R110W, 6th P.M. Sec. 10: NE/4NE/4	40.00	6.00%
WYW-107050	T29N-R110W, 6th P.M. That portion of the bed of the Green River Riparian to: Sec. 6: Lots 2, 7 T30N-R110W, 6th P.M. That portion of the bed of the Green River Riparian to: Sec. 21: Lots 2, 3, 5 Sec. 31: Lots 2, 5, 7, 8, 12 Those portions of the beds of the Green River and the New Fork River Riparian to: Sec. 27: Lot 3 Sec. 28: Lots 5-9 Sec. 29: Lots 1-7 Sec. 30: Lot 7	300.41	6.00%
WYW-111774	T31N-R112W, 6th P.M. Sec. 15: NW/4, N/2SW/4, SW/4SW/4 Sec. 22: E/2NE/4, SW/4NE/4 Sec. 24: SE/4SE/4	440.00	6.00%
WYW-115618	T32N-R110W, 6th P.M. Sec. 8: W/2SW/4, Sec. 9: E/2E/2 Sec. 10: All Sec. 11: W/2E/2, W/2, SE/4SE/4 Sec. 14: All Sec. 17: NW/4SE/4 Sec. 25: NW/4NW/4	2,120.00	6.00%
WYW-118171	T30N-R110W, 6th P.M. Sec. 33: N/2N/2	160.00	6.00%

250

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned,

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.2466%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0987%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.2466%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0987%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.2544%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.7950%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.7950%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.3056%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.2760%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.2782%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0987%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.3379%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.2070%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.5519%
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	0.1380%

248914

RECORDED
IN BOOK COOK
FEES $14.00
Oct. 7 1994 11:00AM
PAGE 250
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Cox Deputy

[redacted]a D. Hill
10753 Varese Lane
Northglenn, CO 80234 — 0.0345%

Jonathan P. Hill
10753 Varese Lane
Northglenn, CO 80234 — 0.0345%

Kimberly Hill Campbell
15920 SE Brenda Avenue
Milwaukie, OR 97267 — 0.1380%

Michael J. Campbell
15920 SE Brenda Avenue
Milwaukie, OR 97267 — 0.0690%

D & D Hill Partnership
7843 S. Franklin Street
Littleton, CO 80122 — 0.2247%

Rachael N. Hill
7843 S. Franklin Street
Littleton, CO 80122 — 0.0345%

Tiffany R. Hill
7843 S. Franklin Street
Littleton, CO 80122 — 0.0345%

Lori L. Schafer
7128 S. Poplar Lane
Englewood, CO 80112 — 0.1380%

Edward D. Schafer III
7128 S. Poplar Lane
Englewood, CO 80112 — 0.0690%

Paul R. & Mildred L. Heitzenrater
6387 E. Hinsdale Avenue
Englewood, CO 80112 — 0.1656%

Linda M. Bullock
4025 S. Pearl Street
Englewood, CO 80110 — 0.0690%

R. Thomas McLean
300 E. Arlington Blvd.
Suite 9-B
Greenville, NC 27834 — 0.0690%

Linda M. Bolte
11398 E. Virginia Drive
Aurora, CO 80012 — 0.0414%

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112 — 0.1500%

TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED — 6.0000%

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 30 day of ~~October~~ September (EHH), 1994, effective, however as of the 2nd day of October, 1994.

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Zoe Limited Partnership this 30th day of ~~October~~ September 1994.

My Commission expires: 2/4/96

Elizabeth Workman
Notary Public
Address: 9350 E. Arapahoe Rd
Greenwood Village CO
80112

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of ~~September~~ 1994, from Shama Zoe Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-121407	T32N-R110W, 6th P.M. Sec. 6: Lots 2-5, SE/4SW/4, SW/4SE/4 Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4, E/2W/2, E/2 Sec. 19: Lots 1-4, E/2W/2, E/2	1,944.60
WYW-121408	T32N-R110W, 6th P.M. Sec. 17: W/2, S/2SE/4 Sec. 20: All Sec. 21: W/2W/2 Sec. 28: W/2NW/4, NW/4SW/4	1,320.00
WYW-128309	T31N-R110W, 6th P.M. Sec. 4: Lots 1-3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 9: NE/4, E/2NW/4, N/2SE/4, SE/4SE/4 Sec. 15: W/2NW/4, E/2SW/4, S/2SE/4 Sec. 22: E/2, E/2NW/4 Sec. 27: E/2 Sec. 34: NE/4, E/2SE/4	2,037.36
WYW-128799	T30N-R110W, 6th P.M. Sec. 7: SE/4 Sec. 11: Lots 2-4, N/2, W/2SW/4 Sec. 12: N/2N/2 Sec. 13: Lot 1, S/2NW/4, NE/4NW/4, NE/4, S/2 Sec. 14: Lots 1,7, SE/4SW/4, SE/4 Sec. 15: Lots 2, 3 Sec. 20: N/2NE/4 Sec. 21: Lots 2, 3, 5, N/2NW/4 Sec. 22: SE/4SE/4 Sec. 23: E/2NW/4, NE/4, S/2 Sec. 27: Lot 3, SE/4NW/4, NE/4NE/4, S/2NE/4, S/2 Sec. 28: Lots 6-9, S/2S/2 Sec. 34: N/2N/2, SE/4NE/4	3,450.29
WYW-128801	T30N-R111W, 6th P.M. Sec. 24: SW/4NW/4, NW/4SW/4 Sec. 27: All Sec. 34: N/2 Sec. 35: N/2, SE/4, NE/4SW/4,	1,560.00
WYW-128818	T32N-R110W, 6th P.M. Sec. 9: NW/4SE/4, W/2NE/4 T32N-R111W, 6th P.M. Sec. 12: All	760.00
WYW-128819	T32N-R110W, 6th P.M. Sec. 24: W/2W/2	160.00
WYW-129373	T30N-R111W, 6th P.M. Sec. 26: S/2SW/4, SW/4SE/4	120.00
WYW-129428	T32N-R110W, 6th P.M. Sec. 5: SW/4SW/4	40.00
WYW-129429	T30N-R110W, 6th P.M. Sec. 11: NE/4SW/4, NW/4SE/4 Sec. 14: SE/4NE/4	120.00
WYW-129430	T33N-R112W, 6th P.M. Sec. 26: All Sec. 27: NE/4NE/4 Sec. 35: N/2NE/4, SE/4NE/4.	800.00

SCHEDULE OF LEASES (contd.)
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-130319	T31N-R111W, 6th P.M. Sec. 3: NE/4SE/4 Sec. 12: NW/4NE/4	80.00
WYW-130841	T33N-R111W, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4	320.00
WYW-131100	T29N-R111W, 6th P.M. Sec. 3: Lots 17, 18 Sec. 4: Lot 10 Sec. 9: SE/4SE/4 Sec. 15: W/2 Sec. 23: NE/4 Sec. 25: NW/4NW/4 Sec. 26: All Sec. 27: NE/4, NE/4NW/4 Sec. 34: SE/4, E/2NE/4 Sec. 35: All	2,404.91
WYW-131909	T30N-R109W, 6th P.M. Sec. 3: Lot 1, SE/4NE/4, SE/4SE/4 Sec. 25: N/2	440.26
WYW-131911	T31N-R110W, 6th P.M. Sec. 1: Lots 1-4, S/2N/2 Sec. 2: Lots 1-4, S/2N/2 Sec. 3: Lots 1-4, S/2N/2	955.20
WYW-133083	T32N-R110W, 6th P.M. Sec. 25: SW/4SW/4	40.00
WYW-133084	T33N-R110W, 6th P.M. Sec. 21: W/2W/2 Sec. 28: W/2NW/4, SW/4 Sec. 33: SW/4NE/4, N/2NW/4, SW/4NW/4, W/2SW/4, W/2SE/4	720.00
WYW-133086	T34N-R110W, 6th P.M. Sec. 4: Lot 4, W/2NE/4 of Lot 2 Sec. 5: Lots 1, 2	116.52
WYW-133089	T34N-R110W, 6th P.M. Sec. 18: Lots 1-4 Sec. 19: Lots 1-4 Sec. 30: Lot 1, N/2NE/4, NE/4NW/4	411.80
WYW-133092	T35N-R111W, 6th P.M. Sec. 12: SW/4, W/2SE/4 Sec. 13: All Sec. 14: All Sec. 23: N/2N/2	1,680.00
WYW-133778	T29N-R111W, 6th P.M. Sec. 12: NE/4NW/4 Sec. 13: NW/4NW/4 Sec. 23: SE/4NW/4, SE/4SW/4 Sec. 25: NE/4NE/4	200.00

[redacted]e undersigned, [redacted] [redacted]

Shama Kafar Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.1202%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0481%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.1202%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0481%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.1239%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.3873%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.3873%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.1489%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.1344%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.1356%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0481%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.1646%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	0.1008%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.2689%
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	0.0672%

24891S

RECORDED October 1, 19 91 11:00 AM
IN BOOK 0R 0rp PAGE 265
FEES 10.00
SUBLETTE COUNTY CLERK
County Clerk By Kathryn Sexton

Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0168%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0672%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0336%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.1095%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0168%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0168%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.0672%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0336%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.0807%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0336%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0336%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0202%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**3.0000%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

STATE [redacted] COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Kafar Limited Partnership this 30th day of September, 1994.

My Commission expires: 2/4/96

Notary Public
Address: 9350 E. Arapahoe Rd.
Greenwood Village, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Shama Kafar Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-100302	T33N-R111W, 6th P.M. Sec. 15: All Sec. 17: NE/4NE/4, S/2NE/4, SE/4 Sec. 20: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 21: All Sec. 28: E/2	2,480.00
WYW-114854	T34N-R111W, 6th P.M. Sec. 5: NW/4SW/4 Sec. 10: NW/4NE/4, SW/4SE/4 Sec. 14: All Sec. 15: E/2, NE/4NW/4, S/2NW/4, SW/4 Sec. 21: N/2 Sec. 23: N/2 Sec. 28: N/2NW/4	2,080.00

258

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Gilman A. Hill
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.0355% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6142% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.0355% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6142% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.1625% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	13.0078% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	13.0078% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	5.0006% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.5152% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.5527% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.6142% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.5283% of the overriding royalty interest presently owned by assignor

248816

RECORDED Oct. 7, 1999 11:20a M
IN BOOK 99 Misc PAGE 258
FEES $10.00
SUBLETTE COUNTY CLERK
By Cathy Sax COUNTY CLERK

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.3865% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	9.0306% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2576% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5644% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5644% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2576% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1288% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.6766% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5644% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5644% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2576% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1288% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.7092% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1288% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1288% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6773% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	4.2857% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED as of this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill this 30th day of September, 1994.

My Commission expires: 2/4/96

Notary Public
Address: 9350 E. Arapahoe Rd
Greenwood Village, CO
80155

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Gilman A. Hill, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-102772	T31N-R111W, 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	1,271.44	3.50%
WYW-102776	T33N-R111W, 6th P.M. Sec. 22: E/2SE/4 Sec. 27: NE/4NE/4 Sec. 30: SE/4 Sec. 31: NE/4 Sec. 32: E/2, NE/4NW/4, S/2NW/4, N/2SW/4 Sec. 33: All Sec. 34: All	2,240.00	3.50%

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned,

Gilman A. Hill
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	3.5838% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.4335% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	3.5838% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.4335% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	3.6966% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	11.5517% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	11.5517% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	4.4408% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.0098% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.0430% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.4335% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	4.9094% of the overriding royalty interest presently owned by assignor

248917

RECORDED Oct. 3, 1997
IN BOOK 99 Mge 261
FEES 10.00
11:00 AM
SUBLETTE COUNTY CLERK

261

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.0074% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	8.0196% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.0049% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5012% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5012% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.0049% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.0025% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.2650% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5012% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5012% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.0049% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.0025% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.4059% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.0025% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.0025% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6015% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	15.0000% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

[redacted] [redacted] [redacted]

EXECUTED as of this 30 day of September, 1994, effective, however as of the 2nd day of July, 1994.

Gilman A. Hill

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill this 30th day of September, 1994.

My Commission expires: 2/4/96

Notary Public
Address: 9350 E. Arapahoe rd
Greenwood Village, CO
80112

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the 30 day of September, 1994, from Gilman A. Hill, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-102775	T33N-R111W, 6th P.M. Sec. 8: SE/4NE/4, E/2SE/4 Sec. 9: All Sec. 10: All Sec. 11: SW/4SW/4 Sec. 14: W/2W/2 Sec. 28: W/2 Sec. 29: All	2,560.00	1.00%
WYW-104213	T32N-R111W, 6th P.M. Sec. 6: Lots 1, 2 Sec. 7: Lot 1, N/2NE/4, NE/4NW/4 T33N-R112W, 6th P.M. Sec. 24: All Sec. 25: All	1,458.32	1.00%

WY 35219 264

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW121803

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 LCI Ltd
   Street Box 596
   City, State, Zip Code Denver, CO 80201

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

248918

RECORDED Oct. 7, 1990 11:00 AM
IN BOOK 99 PAGE 264
FEES 8.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for 7
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 032N R 110W 06th Meridian WY State Sublette County
sec. 017 W2, S2SE;
020 ALL;
021 W2W2;
028 W2W, NWSW;

Total acres in lease 1320.000
Rental retained $ 1320.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Beverly J. Poteet
(Signing Officer)

Supervisory Land Law Examiner (Title)

AUG 31 1990 (Date)

EFFECTIVE DATE OF LEASE SEP 1 1990

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or f 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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 cres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; 5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements or 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 r 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 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 overs the land described in the withdrawal, has been signed on behalf of the United States.

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

uly executed this 19th day of September, 19 94.

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or
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 cludes a well capable of producing leased resources, and the plan contains a provision for ocation of production, royalties shall be paid on the production allocated to this lease. However, nual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands t within a participating area.

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

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.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, the undersigned, a Notary Public in and for the above named county and state, do hereby certify that on this 19th day of September, 19 94, personally appeared before me Joan K. McCormick, Manager of LCM, Ltd., LLC formerly known as LCM, Ltd. to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:
October 12, 1994

(Seal) NOTARY PUBLIC
Cynthia A. Jarrell
410 17th Street, Suite 1910
Denver, Colorado 80202

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

5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, ater than 30 days after effective date thereof, any contract or evidence of other arrangement ale or disposal of production. At such times and in such form as lessor may prescribe, lessee furnish detailed statements showing amounts and quality of all products removed and sold, eeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may required to provide plats and schematic diagrams showing development work and rovements, and reports with respect to parties in interest, expenditures, and depreciation . In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information ell surveys and tests, and a record of subsurface investigations and furnish copies to lessor n required. Lessee shall keep open at all reasonable times for inspection by any authorized er of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, all books, accounts, maps, and records relative to operations, surveys, or investigations in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting rds, and documentation such as billings, invoices, or similar documentation that supports

[illegible] 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.

266

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW121407

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 LCM Ltd
Street Box 596
City, State, Zip Code Denver, CO 80201

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

248919

RECORDED Oct. 7, 19 94 11:00 A M
IN BOOK 99046 PAGE 276
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sarton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 022N R. 110W 06th Meridian WY State Sublette County

Sec. 006 LOTS 2-5;
006 S2NE,SESE;
007 LOTS 1-4;
007 E2,E2W2;
018 LOTS 1-4;
018 E2,E2W2;
019 LOTS 1-4;
019 E2,E2W2;

Total acres in lease 1214.00
Rental retained $ _____

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Beverly J Peterson
(Signing Officer)

Supervisory Land Law Examiner
(Title)

AUG 31 1990
(Date)

EFFECTIVE DATE OF LEASE SEP 1 1990

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

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

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

Duly executed this 19th day of September, 19 94.

Joan K. McCormick
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, the undersigned, a Notary Public in and for the above named county and state, do hereby certify that on this 19th day of September, 19 94, personally appeared before me Joan K. McCormick, Manager of LCM, Ltd., LLC formerly known as LCM, Ltd. to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:
October 12, 1994

Cynthia A. Jarrell
(Seal) NOTARY PUBLIC
Cynthia A. Jarrell
410 17th Street, Suite 1910
Denver, Colorado 80202

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

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.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW133778

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 Shana Zoo Ltd Ptnrsh
   Street 7126 S Poplar Lane
   City, State, Zip Code Englewood CO 80112

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

248920

RECORDED Oct. 7 1994 11:00a M
IN BOOK 99 Misc PAGE 248
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sarton
COUNTY CLERK

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. 111W 06th Meridian WY State Sublette County
sec. 012 NENW;
013 NWNW;
023 SENW SESW;
025 NENE;

Total acres in lease 200 000
Rental retained $ 300 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 Mary J. Rugwell (Signing Officer)

for Supervisory Land Law Examiner (Title) SEP 09 1994 (Date)

EFFECTIVE DATE OF LEASE OCT 01 19[redacted]

public domain and acquired [illegible] separately in the same State do not exceed 246,080 acres [illegible] gas leases (of which up to 200,000 acres may be in oil [illegible]ons), or 300,000 acres in leases in each leasing [illegible]aska of which up to 200,000 acres may be in options, (4) [illegible] not considered a minor under the laws of the State in wh[illegible] covered by this offer are located; (5) offeror is [illegible]e with qualifications concerning Federal coal lease holdi[illegible]d 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 20th day of September, 19 94 Gilman A. Hill

(Signature of Lessee or Attorney-in-fact)

Gilman A. Hill, General Partner

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.

270

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:32

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.
WYW-88580

Lease Effective Date
(Anniversary Date)
11-1-84

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T31N-R109W, 6th P.M. Sec. 30: Lots 1-12 Sec. 31: Lots 1-12, E½ Containing 1028.88 acres more or less Sublette County, Wyoming	100%	100%	-0-	3.0%	3.0%

248921

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 270
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton
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 JUN 01 1994

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

By [redacted] /s/ Doris M. Miller [redacted] LAND LAW EXAMINER [redacted] SEP 12 1994

Part A (Continued): [redacted]ONAL SPACE for Names and addresses of addi[redacted]signees in Item No. 1, if needed, or for Land De[redacted] Item No. 2, if

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16th day of May, 1994

Name of Assignor as shown on current lease Spirit Life
(Please type or print)

Assignor Craig B. Hill PRESIDENT
(Signature)
or
Attorney-in-fact _____
(Signature)

10753 Varese Lane
(Assignor's Address)

Northglenn, Colorado 80234
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)
or
Attorney-in-fact Gilman A. Hill
(Signature)
Gilman A. Hill, General Partner

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

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

272 ... MANAGEMENT

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-88580

Lease Effective Date (Anniversary Date): November 1, 1984

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Spirit Life
Street P.O. Box 5036
City, State, ZIP Code Englewood, Colorado 80155

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Sublette County, Wyoming 6th P.M. Township 31N, Range 109 West Sec. 30: Lots 1,2,3,4,5,6,7,8,9,10,11,12 Sec. 31: Lots 1,2,3,4,5,6,7,8,9,10,11,12, E/2 Containing 1028.88 acres more or less	100%	100%	0%	3.0%	-0-

248922

RECORDED Oct. 7 1994 11:00 A M
IN BOOK 99046 PAGE 272
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

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

ssignment approved for above described lands;

☐ Assignment approved for attached land description

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

nment approved effective MAR 0 1 1990

/s/ PAMELA J. LEWIS
SUPERVISORY LAND LAW EXAMINER

(Authorized Officer) (Title) FEB 2 0 1990

Tear

PART C: GENERAL INSTRUCTIONS

Tear

ignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to gnment must sign as follows: The assignor(s) must manually sign 3 original es and the assignee(s) must manually sign at least 1 of the 3 original copies. three (3) completed copies of this form in the proper BLM office for each gnment of record title. For a transfer of overriding royalty interest, payment f production or other similar interest or payment, file one (1) manually signed of this form. The required filing fee (nonrefundable) must accompany the nment. File assignment within ninety (90) days after date of execution of nor.

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

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

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

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

FOR ASSIGNEE

1. This inform[redacted] collected pursuant to the law [redacted]

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

3. Response to this request is required to obtain benefit

NOTICE

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

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

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

ROUTINE USES: [redacted]

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

(2) Documentation for public information in support of notations made on land 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 43 CFR Groups 3100 and 3200.

Tear

Tear

Tear

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of December, 19 89 Executed this 12th day of February, 19 90

Name of Assignor as shown on current lease Bernard I. Grosser
Please type or print

Assignor Bernard I. Grosser
or (Signature)
Attorney-in-fact _____
(Signature)

511 Perry Hollow Road
(Assignor's Address)

Salt Lake City, Utah 84103
(City) (State) (Zip Code)

Assignee Craig B. Hall President
or (Signature)
Attorney-in-fact _____
(Signature)

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

273

274

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-92715

Lease Effective Date
(Anniversary Date)
8-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street ~~d/b/a Alpine Gas Company~~
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T31N-R111W, 6th P.M. Sec. 9: NE¼NE¼ Sec. 19: Lot 4 Containing 79.27 acres more or less Sublette County, Wyoming 248923 RECORDED Oct. 7, 1994 11:00 A M IN BOOK 99 946 PAGE 274 FEES 8.00 Mary L. Gallagher COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Sexton	100%	100%	-0-	6.0%	-0-

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 01 1994

☐ Assignment approved for attached land description

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

Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16 day of May, 1994

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

275

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.

276

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No. W-97288

Lease effective date 1/1/86

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shama-Kafar, a Colorado Limited Partnership

Address *(include zip code)* 7955 East Arapahoe Court - Suite 3100
Englewood, Colorado 80112

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

2. Describe the lands affected by this assignment

Sublette County, Wyoming

Township 31 North, Range 110 West
Sec. 6: E½SW¼
Sec. 7: NE¼SW¼
Sec. 17: E½SE¼
Sec. 18: Lots 2, 3, 4, SE¼NW¼, E½SW¼, W½SE¼, SE¼SE¼
Sec. 20: NW¼NW¼, S½NW¼, SW¼, W½SE¼
Sec. 28: SW¼NW¼, SW¼SW¼
Sec. 29: All
Sec. 33: W½

containing 1932.41 acres, more or less

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

248924

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Pt 6 PAGE 276
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

3. Specify interest or percent of assignor's record title interest being conveyed to assignee: 100%

4. Specify interest or percent of record title interest being retained by assignor, if any: None

5. Specify overriding royalty being reserved by assignor: None

6. Specify overriding royalty previously reserved or conveyed, if any: None

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 10th day of July, 1986.

Gilman A. Hill
(Assignor's Signature)

6200 Plateau Drive
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

AUG 8 1986

NOTE: This form may be reproduced provided that copies are exact reductions on one sheet of both sides of this form in accordance with provisions of 43 CFR 3106

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 10th day of July, 19 86.

Shama-Kafar, a Colorado Limited Partnership

By: Gilman A. Hill
(Assignee's Signature)
Gilman A. Hill, General Partner

7955 East Arapahoe Court - Suite 3100
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

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

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 10th day of July, 1986, personally appeared before me, GILMAN A. HILL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

WITNESS my hand and official seal.

My Commission expires 3/12/89.

Laura E. Lacy
Notary Public, residing at Denver, Colo.

process the assignment and request for approval.

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

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

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

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

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

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

GPO 839-728

Form 3000-3
(December 1986)
(formerly 3106-5 & 3200-17)

279

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-100302

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 ✓ Shama-Kafar Limited Partnership
   Street 7955 E. Arapahoe Court
   City, State Suite 3500
   Zip Code Englewood, Colorado
   80112
   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 33 North, Range 111 West, 6th P.M. Sec. 15: All Sec. 17: NE¼NE¼, S½NE¼, SE¼ Sec. 20: NE¼, NE¼NW¼, S½NW¼, S½ Sec. 21: All Sec. 28: E½ Comprising 2480.00 acres more or less in Sublette County, Wyoming.	100%	100%	-0-	3.0%	-0-

248925 RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 278
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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 OCT 01 1988

/s/ Doris M. Miller
(Authorized Officer)

ACTING SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 14 1988
(Date)

FOR ASSIGNEE

Tear

Tear

Tear

PART C: GENERAL INSTRUCTIONS

...plicant(s) must complete Parts A1 and A2 and Part B. Both parties to assign-...nt must sign. File three (3) manually signed, completed copies of this form ... the appropriate BLM office for each assignment of record title. File one (1) ...ually signed copy for transfer of overriding royalty interests, payment out ...duction or other similar interests or payments. The required filing fee (non-...refundable) must accompany the assignment. File assignment within ninety (90) ...s after date of execution of assignor.

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

...em No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or ...41). For columns b, c, d, and e, enter the interest expressed as a percentage ... [illegible] in the lease, e.g., if assignor assigns one quarter of a 20% interest, ...er 20% in column b, 5% in column c, and 15% in column d.

...ment is to ... [illegible] ... e, ... [illegible] ... d, e, ... [illegible] ... s

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

6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.

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

8. ...roval of ... record title to 100% of a portion of the ... Parts ... [illegible] ... [illegible] ... [illegible]

[redacted] [redacted] [redacted]

[illegible] pursuant to the law

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

Response to this request is required to obtain benefit.

OTICE

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

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

RINCIPAL PURPOSE—The information is to be used to process oil and gas/ [illegible] lease record title assignment applications

ROUTINE USES:

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

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

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

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

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

Year

Year

Year

art A (Continued). ADDITIONAL SPACE for Land Description in Item No. 2, if needed

[illegible]

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, 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.

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

or 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 eated herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by e Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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 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.

ecuted this 8TH day of AUGUST, 19 85

Assignor
or
Attorney-in-fact L. M. Grace, Jr.
(Signature)

ame of assignor as shown on current lease or assignment L. M. Grace, Jr.

P.O. Box 1887 Casper Wyoming 82602
(Assignor's Address) (City) (State) (Zip Code)

ecuted this 12th day of August 19 85

Assignee Gilman A. Hill
(Signature)
or Gilman A. Hill, General Partner
Attorney-in-fact
(Signature)

tle 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 tements or representations as to any matter within its jurisdiction.

★U.S.GPO:1987-0-773-017/61814

BUREAU OF LAND MANAGEMENT 280

Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-101774

Lease effective date
November 1, 1986

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shama-Kafar Limited Partnership

Address *(include zip code)*

7955 East Arapahoe Court, #3100, Englewood, CO 80112

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

2. Describe the lands affected by this assignment

State of Wyoming, Sublette County

T 31 N, R 110 W,
Sec 6, lots 1,2,3,4,5,6,7, SW¼NE¼ SE¼NW¼, W½SE¼;
Sec 7, lots 1,2, W½NE¼, E½NW¼, SE¼;
Sec 17, NW¼;
Sec 18, NE¼NE¼.
T 31 N, R 111 W,
Sec 1, lots 1,2, S½NE¼, SE¼;
Sec 12, NE¼NE¼.

Containing 1,344.66 acres

Subject to attached reassignment rider

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

248926

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99Pr6 PAGE 280
FEES 8.00 Mary O. Lindsey COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	4% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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

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

Executed this 3rd day of November, 1986.

LIBERTY PETROLEUM CORPORATION

By _____
(Assignor's Signature)
Gregor Klurfeld, President

200 West 58th Street, Suite 10-A
(Assignor's Address)

New York, New York 10019
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1 1987

By _____
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

SUPERVISOR, MAINTENANCE UNIT
(Title)

MAY 19 1987
(Date)

NOTE: This form may be executed in duplicate so that reproductions or one sheet of both sides of the official form may be conformed and used as the instrument.

FOR ASSIGNEE

A. ASSIGN[redacted]RTIFIES THAT the assignee and all [redacted] parties in interest (as defined in 4[redacted]100.0–5(b)) in this assign[redacted]:

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

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

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

Executed this 19th day of November , 1986 .

Gilman A. Hill
(Assignee's Signature)

Gilman A. Hill
Shama-Kafar Limited Partnership

7955 E. Arapahoe Court - Suite 3100
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

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

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

NOTICE

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

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

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

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

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

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

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

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

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

282

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-101780

Lease Effective Date
(Anniversary Date)
November 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 111 West 6th P.M. Section 29: All 30: Lots 1, 2, 3, 4, E1/2W1/2, E1/2 31: Lots 1, 2, 3, 4, E1/2W1/2, E1/2 32: All Containing 2,541.12 acres Sublette County, Wyoming	100%	100%	None	None	4%

248927

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99-046 PAGE 282
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 for land description indicated on reverse of this form.

Assignment approved effective JUL 01 1994

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JUL 06 1994
(Date)

[redacted] [redacted] [redacted]

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

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing Assignment of Record Title Interest of Federal Lease W-101780 was acknowledged before me this 26 day of May, 1994, by J. Robert Outerbridge as President of JRO, Inc..

WITNESS my hand and official seal.

My Commission Expires:

12-5-94

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 26th day of May, 1994

Name of Assignor as shown on current lease JRO, Inc.
(Please type or print)

Assignor
XX President (Signature)
~~Attorney-in-fact~~
Secretary (Signature)

100 Squaw Valley Place
(Assignor's Address)

Pagosa Springs, CO 81147-9721
(City) (State) (Zip Code)

Executed this 6 day of June, 1994

Shama Zoe Limited Partnership
dba Alpine Gas Co.

Assignee
or
~~Attorney-in-fact~~ (Signature)
Gilman A. Hill

(Signature)
Gilman A. Hill, General Partner

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.

Form 3000-3
(June 1988)

284

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-101780

Lease Effective Date
(Anniversary Date)
November 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

JRO, Inc.
100 Squaw Valley Place
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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T-32-N, R-111-W, Sublette County, 6th PM, Wyoming Sec. 29: All Sec. 30: Lots 1, 2, 3, 4, E2, E2W2 Sec. 31: Lots 1, 2, 3, 4, E2, E2W2 Sec. 32: All Containing 2541.12 acres Reassignment Rider Included	100%	100%	NONE	4%	NONE

248928

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 990MG PAGE 264
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

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

Assignment approved for above described lands;

MAR 01 1994

gnment approved effective _____

☐ Assignment approved for attached land description

☐ 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)

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.

Overriding royalty created under this Assignment shall be computed and paid on the same basis that royalty payment is made to the Lessor, and unless otherwise required by law shall be subject to the same provisions and conditions as is the Lessor's royalty.

In the even that the Assignee herein, or any subsequent Assignee, elects to relinquish, surrender or allow to expire by nonpayment of rental, the herein described lease, as to all or any part of the acreage covered thereby, Assignee shall notify Lessee at least thirty (30) days prior to the next accruing rental date under said oil and gas lease of Assignee's election. Lessee shall have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Lessee, and Assignee shall then execute an Assignment of said oil and gas lease to Lessee. This reassignment provision shall not apply if the herein described lease is expiring at the end of its primary term. This Reassignment provision applies to any renewal, exchange, extension, or alteration of the said oil and gas lease, in whole or in part. Any reassignment under the terms of this attached rider to this Assignment shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability for failure to comply with this reassignment provision shall be liquidated damages in the amount equal to the consideration paid for the granting of this Assignment to which this rider is attached. This reassignment obligation shall have precedence over any subsequent reassignment provisions of any future assignments of this ease or any part thereof.

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on February 23, 1994, by A. W. Rutter, Jr., as Partner of Rutter Enterprises, 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.

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 23rd day of February, 19 94

Name of Assignor as shown on current lease RUTTER ENTERPRISES
Please type or print

Assignor By: A. W. Rutter, Jr.
or (Signature)
Attorney-in-fact A. W. Rutter, Jr., Partner
(Signature)

P. O. Box 3186
(Assignor's Address)

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

Executed this 25th day of February, 19 94

JRO, INC.

Assignee By: [signature]
or President (Signature)
Attorney-in-fact
(Signature)

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

285

286

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-102772

Lease Effective Date
(Anniversary Date)
12-1-86

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street ~~d/b/a Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T31N-R111W, 6th P.M. Sec. 6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Sec. 7: Lots 1,2,3,4, E½W½, E½ Conatining 1271.44 acres more or less Sublette County, Wyoming 248929 RECORDED Oct. 7, 1994 11:00 A M IN BOOK 99046 PAGE 286 FEES 8.00 COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Sarton	100%	100%	-0-	3.5%	2.5%

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 01 1994

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

Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)

or

Attorney-in-fact Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

287

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.

288

Form 3000-3
(December 1986)
(formerly 3106-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-102772

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 Gilman A. Hill
Street 7128 South Poplar Lane
City, State Englewood, Colorado 80112
Zip Code

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
Sublette County, Wyoming, 6th P.M. Township 31 North, Range 111 West Sec. 6: Lots 1,2,3,4,5,6,7, S½NE¼,SE¼NW¼ E½SW¼,SE¼ Sec. 7: Lots 1,2,3,4, E½,E½W½ containing 1271.44 acres	100%	100%	0%	2½%	0%

248930

RECORDED Oct. 7, 1994 11:00a M
IN BOOK 99046 PAGE 288
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 NOV 1 1987

By Patricia J. Hartley
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 10 1987
(Date)

Tear Tear Tear

For Assignee

PART C: GENERAL INSTRUCTIONS

1. Applicant(s) must complete Parts A1 and A2 and Part B. Both parties to assignment must sign. File three (3) manually signed, completed copies of this form in the appropriate BLM office for each assignment of record title. File one (1) manually signed copy for transfer of overriding royalty interests, payment out of production or other similar interests or payments. The required filing fee (non-refundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.

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

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

If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f n[redacted]espective interest being conveyed.

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.

[redacted]erriding royalty, payment out of production or oth[redacted]pes of transfers

PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

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

PRINCIPAL PURPOSE—The information is to be used to process oil and gas/geothermal lease record title assignment applications.

ROUTINE USES:

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

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

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

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

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

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, 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 19th day of August, 19 87

Assignor Howell Roberts Spear
(Signature)
or
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment Howell Roberts Spear

Box 206, Old Magnolia Rd, Perkinston, Ms. 39573
(Assignor's Address) (City) (State) (Zip Code)

Executed this 4th day of September, 19 1987

Assignee Gilbreath A. Hall
(Signature)
or
Attorney-in-fact _____
(Signature)

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

★U.S.GPO:1987-0-773-017/61814

290

Form 3000-3
(December 1986)
(Formerly 3106-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No. W-102773

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** Gilman A. Hill
Street 7128 South Poplar Lane
City, State Englewood, CO
Zip Code 80112

Additional Assignees

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

Interest conveyed: *(Check one or both, as appropriate)* XX 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
State of Wyoming, Sublette County T 32 N, R 111 W Sec. 11, all; Sec. 13, all; Sec. 14, all. Containing 1,920.00 acres Subject to reassignment rid 248931	100%	100%	None	5.0% of 8/8	None

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 99096 PAGE 290
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 OCT 0 1 1993

By **/s/ Doris M. Miller**
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 1 3 1993
(Date)

FOR ASSIGNEE

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

Tear Tear

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 3rd day of August, 19 88

Assignor LIBERTY PETROLEUM CORPORATION
By _____ (Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

Name of assignor as shown on current lease or assignment Liberty Petroleum Corporation

200 West 58 Street, Suite 10-A (Assignor's Address) New York, (City) NY (State) 10019 (Zip Code)

Executed this 17th day of August, 1988

Assignee _____ (Signature)
or
Attorney-in-fact _____
(Signature)

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

★U.S.GPO:1987-0-773-017/61814

292

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:31

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.
WYW-102773

Lease Effective Date
(Anniversary Date)
8-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street ~~d/b/a Alpine Gas Company~~
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*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
T32N-R111W, 6th P.M. Sec. 11: All Sec. 13: All Sec. 14: All Containing 1920.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	1.0%	5.0%

248932

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 99876 PAGE 292
FEES 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNOR

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUN 01 1994

Cameron Meyers
(Authorized Officer)

BUREAU OF LAND MANAGEMENT AUG 25 1994
(Title) (Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Assignee Shama Zoe Limited Partnership dba Alpine Gas Co.
(Signature)

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

293

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.

294

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-102774

Lease Effective Date
(Anniversary Date)
January 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 32 N, R 111 W Sec. 23: ALL Sec. 24: ALL Sec. 25: E2, E2NW, SWSW Sec. 26: NENW, S2SE Sec. 33: W2 Sec. 35: NENE Containing 2,200.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248933

RECORDED Oct. 7 1994 11:00AM
IN BOOK 990 GT PAGE 294
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

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 effective JUL 01 1994

By Pamela J. Lewis
(Authorized Officer)

☐ Assignment approved for attached land description

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

SUBDISTRICT LAND LAW EXAMINER AUG 25 1994
(Title) (Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership

Assignee _____
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

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.

295

*U.S. Government Printing Office: 1991 — 573-010/20000

296

Form 3000-3
December 1986)
formerly 3106-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-102775

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

   Gilman A. Hill
   7128 South Poplar Lane
   Englewood, CO
   80112

248934

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 D16 PAGE 296
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

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
State of Wyoming, Sublette County T 33 N, R 111 W Sec. 8, SE/4NE/4, E/2SE/4; Sec. 9, all; Sec. 10, all; Sec. 11, SW/4SW/4; Sec. 14, W/2W/2; Sec. 28, W/2; Sec. 29, all. Containing 2,560.00 acres Subject to reassignment rider	100%	100%	None	5.0% of 8/8	None

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 OCT 01 1988

By /s/ Doris M. Miller
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 13 1988
(Date)

FOR ASSIGNEE

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, 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 3rd day of August, 1988

Assignor LIBERTY PETROLEUM CORPORATION
By _____ (Signature)
or Gregor Klurfeld, President
Attorney-in-fact _____ (Signature)

Name of assignor as shown on current lease or assignment Liberty Petroleum Corporation

200 West 58 Street, Suite 10-A (Assignor's Address) New York, (City) NY (State) 10019 (Zip Code)

Executed this 17 day of August, 1988

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)

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

★U.S.GPO:1987-0-773-017/61814

Form 3000-3
(December 1986)
(formerly 3106-5 & 3200-17)

298

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-102776

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 Gilman A. Hill
   Street 7128 South Poplar Lane
   City, State Englewood, Colorado 80112
   Zip Code

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
Sublette County, Wyoming, 6th PM Township 33 North, Range 111 West Sec. 22: E½SE¼ Sec. 27: NE¼NE¼ Sec. 30: SE¼ Sec. 31: NE¼ Sec. 32: E½, NE¼NW¼, S½NW¼, N½SW¼ Sec. 33: All Sec. 34: All containing 2240 acres	100%	100%	0%	2½%	0%

248935

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 046 PAGE 295
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

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 NOV 1 1987

By Patricia J. Hartes
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 10 1987
(Date)

Tear Tear Tear

For Assignee

PART C: GENERAL INSTRUCTIONS

Applicant(s) must complete Parts A1 and A2 and Part B. Both parties to assignment must sign. File three (3) manually signed, completed copies of this form in the appropriate BLM office for each assignment of record title. File one (1) manually signed copy for transfer of overriding royalty interests, payment out of production or other similar interests or payments. The required filing fee (non-refundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.

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

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

If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f ne[redacted]spective interest being conveyed.

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.

[redacted]rriding royalty, payment out of production or othe[redacted] similar types of transfers

2. This information will be used to create and maintain a record of oil and ga[redacted] (1) The adjudication of the assignee's rights to th[redacted]rces.
geothermal lease[redacted]

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

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

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

NOTICE

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

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

PRINCIPAL PURPOSE—The information is to be used to process oil and gas/geothermal lease record title assignment applications.

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

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

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, 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 19th day of August, 19 87

Assignor Howell Roberts Spear
(Signature)
or
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment Howell Roberts Spear

Box 206, Old Magnolia Rd, Perkinston, Ms. 39573
(Assignor's Address) (City) (State) (Zip Code)

Executed this 4th day of September, 1987

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

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

★U.S.GPO:1987-0-773-017/61814

300

Form 3000-3
(December 1986)
(formerly 3106-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-104213

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

Gilman A. Hill
7128 South Poplar Lane
Englewood, CO
80112

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
State of Wyoming, Sublette County T 32 N, R 111 W Sec 6: Lots 1,2; Sec 7: Lot 1, N/2NE/4, NE/4NW/4. T 33 N, R 112 W Sec 24: All; Sec 25: All. Containing 1,458.32 acres 248936 Subject to reassignment rider1	100%	100%	None	5.0% of 8/8	None

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 946 PAGE 300
FEES 8.00 Mary L. Gough COUNTY CLERK By Cathy Saxton
SUBLETTE 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 SEP 1 1988

By **/s/ DAVID A. POMERINKE** (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

AUG 11 1988 (Date)

For Assignee

[redacted] [redacted] [redacted]

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, 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 9th day of June, 19 88

Assignor LIBERTY PETROLEUM CORPORATION
(Signature)
or By
Attorney-in-fact Gregor Klurfeld, President
(Signature)

Name of assignor as shown on current lease or assignment Liberty Petroleum Corporation

200 West 58 Street — New York — New York — 10019
(Assignor's Address) (City) (State) (Zip Code)

Executed this 14th day of July, 1988

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact
(Signature)

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

★U.S.GPO:1987-0-773-017/61814

302

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
94 MAY 19 AM 11:34
RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW- 104213

Lease Effective Date
(Anniversary Date)
5-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street ~~d/b/a Alpine Gas Company~~
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*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
T32N-R111W, 6th P.M. Sec. 6: Lots 1,2 Sec. 7: Lot 1, N½NE¼, NE¼NW¼ T33N-R112W, 6th P.M. Sec. 24: All Sec. 25: All Containing 1458.32 acres more or less Sublette County, Wyoming 248937	100%	100%	-0-	1.0%	5.0%

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 99 Q 6 PAGE 302
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 for attached land description

Assignment approved effective JUN 01 1994

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

/s/ Doris M. Miller

(Authorized Officer)

(Title)

JUN 01 1994

(Date)

FOR ATTORNEY

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
(Please type or print)

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

303

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

Form 3000-3

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 JUN 22 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

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

WYW-104824
Lease Serial No.

July 1, 1987
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Gilman A. Hill
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 33 N., R. 110 W., Sublette County, 6th PM, WY sec. 31, lots 1, 2, 3, 4, E½, E½W½. T. 32 N., R. 111 W., sec. 1, lots 1, 2, 3, 4, S½SE¼; 2, lots 1, 2, 3, 4; 3, lots 1, 2, 3, 4; 4, lots 1, 2, 3, 4; 9, W½NE¼, NW¼; 10, E½NE¼, SE¼; 15, NE¼, E½SE¼. 1124.88 acres	100%	100%	0%	3% ORRI	0%

248938

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 364
FEES 8.00 COUNTY CLERK
SUBLETTE 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 1989

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

SUPERVISORY LAND LAW EXAMINER
(Title) FOR ASSIGNEE

JUL 1 1 1989
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 14th day of June, 19 89

Name of Assignor as shown on current lease Abby Corporation
Please type or print

Assignor Scott A. Harris
(Signature)
or
Attorney-in-fact Scott A. Harris, President
Abby Corporation
(Signature)
P.O. Box 1629
(Assignor's Address)
Grand Junction, CO 81502-1629
(City) (State) (Zip Code)

Executed this 20th day of June, 1989

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

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

BUREAU OF LAND MANAGEMENT

Expires: August 31, 1989

306

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-104824
Lease Effective Date (Anniversary Date)
7-1-87
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Shama Zoe Limited Partnership
   Street ~~d/b/a Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

248939

RECORDED Oct. 7 1994 11:00 AM
IN BOOK 99 PAGE 306
FEES 8.00
SUBLETTE COUNTY CLERK By Cathy
COUNTY CLERK

*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
T33N-R110W, 6th P.M. Sec. 31: Lots 1,2,3,4, E½W½, E½ T32N-R111W, 6th P.M. Sec. 1: Lots 1,2,3,4, S½SE¼ Sec. 2: Lots 1,2,3,4 Sec. 3: Lots 1,2,3,4 Sec. 4: Lots 1,2,3,4 Sec. 9: W½NE¼, NW¼ Sec. 10: E½NE¼, SE¼ Sec. 15: NE¼, E½SE¼ Containing 1924.88 acres more or less Sublette County, Wyoming	100%	100%	-0-	3.0%	3.0%

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 01 1994

Doris M. Miller
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER — (Title)

AUG 25 1994 — (Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988 - 573-016/05011

308

Form 3000-3
June 1988

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 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)

WYW-104835
Lease Serial No.

July 1, 1987
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Gilman A. Hill
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 33 N., R. 111 W., Sublette County, 6th PM, WY sec. 7, E½; 8, SW¼NE¼, S½NW¼, SW¼, W½SE¼; 17, NW¼NE¼, W½; 18, E½; 19, E½; 20, NW¼NW¼ 1720.00 acres	100%	100%	—0%	3% ORRI	—0%

248340

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 99 PAGE 908
FEES 8.00 Mary L. Guthrie 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 for attached land description

Assignment approved effective JUL 1 1989

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

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

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 11 1989
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 14th day of June, 19 89

Name of Assignor as shown on current lease Abby Corp.
Please type or print

Assignor Scott A. Harris
(Signature)

XX XXXXXXXXXX Attorney-in-fact Scott A. Harris, President Abby Corporation
(Signature)

P.O. Box 1629
(Assignor's Address)

Grand Junction, CO 81502-1629
(City) (State) (Zip Code)

Executed this 20th day of June, 1989

Assignee Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

309

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.

orm 3000-3
une 1988)

310

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 AUG 24 PM 12:57

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.
WYW-106160

Lease Effective Date
(Anniversary Date)
8-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

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

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements other than s form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T30N-R109W, 6th P.M. Sec. 8: Lots 6,7, NE¼NE¼ Sec. 18: Lots 1,2,3,4, E½W½ Sec. 34: All Sec. 35: All Containing 1697.25 acres more or less Sublette County, Wyoming 248941	100%	100%	-0-	6.0%	-0-

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 M 6 PAGE 310
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNOR

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

gnment approved effective SEP 01 1994

Pamela J. Lewis
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the law of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States; 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 23 day of August, 1994

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)
or
Attorney-in-fact
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 23 day of August, 1994

Shama Zoe Limited Partnership
dba Alpine Gas Co.

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact
(Signature)

Gilman A. Hill, General Partner

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/95011

312

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:33

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.
WYW-106168

Lease Effective Date (Anniversary Date)
8-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*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
T30N-R110W, 6th P.M. Sec. 10: NE¼NE¼ Containing 40.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	6.0%	-0-

248942

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99046 PAGE 312
FEES 8.00 COUNTY CLERK
SUBLETTE 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 effective JUN 01 1994

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

/s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 1 9 1994
(Date)

FOR ASSIGNEE

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16 day of May, 1994

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)

or

Attorney-in-fact Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

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

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

314

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:32

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.
WYW-107050

Lease Effective Date
(Anniversary Date)
2-1-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street ~~c/o/a Alpine Gas Company~~
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

248943

RECORDED Oct. 7, 1994 11:00AM
IN BOOK 99 M&G PAGE 814
FEES 8.00 Mary [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
T29N-R110W, 6th P.M. Sublette County, Wyoming That protion of the bed of the Green River Riparian to: Sec. 6: Lots 2,7 T30N-R110W, 6th P.M. Sublette County, Wyoming That Portion of the bed of the Green River Riparian to: Sec. 21: Lots 2,3,5 Sec 31: Lots 2,5,7,8,12. Those portions of the beds of the Green River and the New Fork River riparian to: Sec. 27: Lot 3 Sec. 28: Lots 5,6,7,8,9 Sec. 29: Lots 1,2,3,4,5,6,7 Sec. 30: Lot 7. Containing 300.41 acres more or less	100%	100%	-0-	6.0%	-0-

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 01 1994

☐ Assignment approved for attached land description

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

Doris M. Miller
(Authorized Officer)

JV LAND LAW EXAMINER
(Title)

AUG 24 1994
(Date)

Part A (Continued): [redacted]ADDITIONAL SPACE for Names and Addresses of [redacted]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
or
Attorney-in-fact Gilman A. Hill
(Signature)
Gilman A. Hill, General Partner

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

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

316

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-108911

Lease Effective Date
(Anniversary Date)
November 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama-Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112 248944

RECORDED Oct. 7, 1994 11:00AM
IN BOOK 99 Q46 PAGE 816
FEES 8.00
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
State of Wyoming, Sublette County T 33 N, R 112 W Sec. 10: SW/4SW/4; Sec. 15: all; Sec. 21: NE/4, NE/4NW/4; Sec. 22: NE/4, N/2SE/4, SE/SE/4; Sec. 27: SE/4NE/4. Containing 1,200.00 acres Subject to attached reassignment rider	100%	100%	None	5.00% of 8/8	None

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 JAN 01 1991

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

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

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 19 1990
(Date)

FOR ASSIGNEE

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

uted this 24th day of October, 19 90

e of Assignor as shown on current lease Liberty Petroleum Corporation
Please type or print

nor _____
(Signature)

ney-in-fact Gregor Klurfeld, President
(Signature)

200 West 58 Street
(Assignor's Address)

New York NY 10019
(City) (State) (Zip Code)

Executed this 20th day of November, 1990

Assignee Shama Zoc Ltd. Partnership

Gilman A. Hill, Gen. Partner
(Signature)

or

Attorney-in-fact _____
(Signature)

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

Form 3000-3
(March 1991)

318

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-114058

Lease Effective Date
(Anniversary Date)
January 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 111 W Sec. 10: SW Sec. 14: E2, SENW, SW Sec. 15: N2NE, SWNE, SW, N2SE, SWSE Containing 1,080.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248945

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 99 846 PAGE 318
FEES 8.00 Mary L. Lofton COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 01 1994

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

By Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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.

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

geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of lty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

cuted this 2nd day of June , 19 94

ne of Assignor as shown on current lease Liberty Petroleum Corporation
(Please type or print)

gnor
or (Signature)
rney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June , 19 94

Assignee Shama Zoe Limited Partnership
or (Signature)
~~Attorney-in-fact~~
(Signature)

Gilman A. Hill
General Partner

c reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, ompleting 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 Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, rwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. Government Printing Office: 1991 — 573-016/26062

320

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-114854

Lease Effective Date
(Anniversary Date)
February 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Shama-Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

248946

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99046 PAGE 320
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 34 N, R 111 W Sec. 5: NWSW; Sec. 10: NWNE, SWSE; Sec. 14: ALL; Sec. 15: E2, NENW, S2NW, SW; Sec. 21: N2; Sec. 23: N2; Sec. 28: N2NW. Containing 2,080.00 acres Subject to attached reassignment rider	100%	100%	None	3.00% of 8/8	None

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 MAY 01 1992

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

By /s/ PAMELA LEWIS (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

MAY 04 1992 (Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 6th day of February, 19 92

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact Gregor Klurfeld, President (Signature)

200 West 58 Street
(Assignor's Address)

New York (City) NY (State) 10019 (Zip Code)

Executed this 17th day of April, 19 92

Assignee Gilman A. Hill (Signature)
or
~~Attorney-in-fact~~ General Partner (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 wit[illegible] s jurisdiction.

322

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-115609

Lease Effective Date
(Anniversary Date)
April 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 109 W Sec. 6: LOTS 7,14, E2SW, N2SE Sec. 7: LOTS 7-13, SE Sec. 8: LOTS 1,5, SENE, S2 Sec. 9: ALL Sec. 10: N2 Sec. 17: N2 Containing 2,302.18 acres Subject to attached reassignment rider 248947	100%	100%	None	5.0% of 8/8	None

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 990 PAGE 322
FEES 8.00 Mary 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 for attached land description

Assignment approved effective ... 1 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

(Title)

(Date) FOR ASSIGNEE

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 6 day of June, 19 94

Assignee Shama Zoe Limited Partnership
Please type or print

or
~~Attorney-in-fact~~ _____
(Signature)

Gilman A. Hill
General Partner

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.

324

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:32

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.
WYW-115616

Lease Effective Date
(Anniversary Date)
4-1-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*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
T30N-R110W, 6th P.M. Sec. 1: Lots 5-18, S½SE¼ Sec. 2: Lots 5-20 Sec. 3: Lots 3-7, 10 Sec. 10: Lot 6 Sec. 15: Lot 1 Sec. 34: SW¼NE¼, S½NW¼, S½ Containing 1814.85 acres more or less Sublette County, Wyoming	100%	100%	-0-	6.0%	-0-

248948

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 990 PAGE 324
FEES 8.00 Mary A. 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 for attached land description

Assignment approved effective JUL 01 1994

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

/s/ Doris M. Miller

(Authorized Officer)

LAND LAW EXAMINER

SEP 19 1994

(Title)

FOR ASSIGNEE

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16th day of May, 1994

Name of Assignor as shown on current lease Spirit Life

Please type or print

Assignor Craig S. Hill President
(Signature)

or

Attorney-in-fact _____
(Signature)

10753 Varese Lane
(Assignor's Address)

Northglenn, Colorado 80234
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership dba Alpine Gas Co.
(Signature)

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

325

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.

326

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-115617

Lease Effective Date
(Anniversary Date)
April 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 3: lots 11-14 Sec. 4: lots 3,4, S2NW,SW,W2SE Sec. 5: lots 1-4, S2N2, S2 Sec. 9: lots 2,3, W2 Containing 1,579.96 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248949
RECORDED Oct. 7, 1994 11:00AM
IN BOOK 99 Misc PAGE 326
FEES 8.00 Mary L. Lyttle 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 OCT 1, 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

OCT 17 1994
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Klurfeld
Please type or print

Assignor Gregor Klurfeld
(Signature)
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3
June 1988

328

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:32

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.
WYW-115618

Lease Effective Date
(Anniversary Date)
4-1-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*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	
dditional space on reverse, if needed. Do not submit documents or agreements other than is form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T32N-R110W, 6th P.M. Sec. 8: W½SW¼ Sec. 9: E½E½ Sec. 10: All Sec. 11: W½E½, W½, SE¼SE¼ Sec. 14: All Sec. 17: NW¼SE¼ Sec. 25: NW¼NW¼ Containing 2120.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	6.0%	-0-

248950

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Q 46 PAGE 328
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sefton

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 JUL 01 1994

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

/s/ Doris M. Miller
(Authorized Officer)

(Title)

SEP 13 1994
(Date)

FOR ASSIGNEE

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)

or

Attorney-in-fact Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

329

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.

330

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-115621

Lease Effective Date
(Anniversary Date)
April 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 111 W Sec. 22: NWNE, S2NE, W2, SE Sec. 23: NE, NENW, S2NW, S2 Sec. 26: ALL Containing 1,840.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248951
RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 380
FEES 8.00
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 APR 01 1994

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

/s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor _____
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

858 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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-118171

Lease Effective Date
(Anniversary Date)
12-1-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*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
T30N-R110W, 6th P.M. Sec. 33: N½N½ Containing 160 acres more or less Sublette County, Wyoming 248952 RECORDED Oct. 7, 1994 11:00a M IN BOOK 99046 PAGE 332 FEES 8.00 COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Saxton	100%	100%	-0-	6.0%	-0-

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 1 1994

Theresa A. Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER AUG 25 1994
(Title) (Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16 day of May, 19 94

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

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.

334

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-118172

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* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 32 N, R 110 W Sec. 25: E2, E2W2, SWNW, NWSW Sec. 35: ALL Containing 1,200.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248953

RECORDED Oct. 7, 19 94 11:00AM
IN BOOK 99046 PAGE 334
FEES 8.00 Mary L. Gobbett 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

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

Assignment approved for above described lands;

ignment approved effective APR 0 1 1994

☐ Assignment approved for attached land description

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

/s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Kiurfeld
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
336

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)

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.
WYW-118866

Lease Effective Date
(Anniversary Date)
January 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street: Shama Zoe Limited Partnership
City, State, ZIP Code: 7128 S. Poplar Lane, Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 32 N, R 110 W Sec. 30: LOTS 1-4 Sec. 30: E2, E2W2 Containing 601.21 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248954
RECORDED Oct. 7, 1994 11:00A M
IN BOOK 99 Misc PAGE 336
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sorter

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 1994

Doris M. Miller
(Authorized Officer)

(Title)

SEP 1 5 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership

Assignee _____
(Signature)
or
~~Attorney-in-fact~~ _____
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. Government Printing Office: 1991 — 573-018/20082

338

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-119474

Lease Effective Date
(Anniversary Date)
March 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

248955

RECORDED Oct. 7 1994 11:00A M
IN BOOK 99 #46 PAGE 338
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sutton

*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.

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 10: LOT 3 Sec. 12: LOTS 6-8, SESE Sec. 15: LOT 9, M&B BED OF NEW FORK Sec. 15: RIV RIPR TO LOT 9 Sec. 22: LOT 1, M&B BED OF NEW FORK Sec. 22: RIV RIPR TO LOT 1 Sec. 29: LOT 7 Sec. 30: LOT 7 T 31 N, R 110 W Sec. 34: LOT 8, M&B BED OF GREEN RIV Sec. 34: RIPR TO LOT 8 (SEE NEXT PAGE FOR M&B) Containing 224.86 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

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 1994

/s/ THERESA M. STEVENS

By _____
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

That portion of the Bed of the New Fork River riparian to Lot 9, Sec 15 and Lot 1, Sec 22, T 30 N., R 110 W, 6th Prin Mer, WY, described as follows:

Beginning at the meander corner to fractional Secs 14 & 15 on the left bank of the New Fork River, thence with the meanders down stream, S 32½° W 5.50 chs; thence S 9½° E 8.50 chs; thence S 11°37' E 3.78 chs to the meander corner to fractional Secs 15 & 22 on the left bank of the New Fork River; thence with the meanders in Sec 22 downstream along the left bank of the New Fork River, S 37°55' E 1.29 chs to the meander corner to fractional Secs 22 & 23; thence southwesterly 3.50 chs, along a normal run from the meander corner to fractional Secs 22 & 23 on the left bank of the New Fork River perpendicular to the medial line; thence upstream along said medial line to the point of intersection of said medial line and a normal run from the meander corner to fractional Secs 14 & 15 on the left bank of the New Fork River perpendicular to said medial line; thence southeasterly 3.50 chs, along said normal to the meander corner to fractional Secs 14 & 15 on the left bank of the New Fork River, the point of beginning, containing 6.00 acres.

That portion of the Bed of the Green River riparian to Lot 8, Sec 34, T 31 N, R 110 W, 6th Prin Mer, WY, described as follows:

Beginning at the meander corner to fractional Secs 3 & 34 on the south boundary to T 31 N, R 110 W, on the left bank of the Green River, thence with the meanders upstream, N 42° E 8.00 chs; thence N 76 3/4° E 5.00 chs; thence S 53° E 6.00 chs; thence N 51½° E 9.00 chs; thence N 10° E 9.50 chs to the intersection of the north line of Lot 8 and the left bank of the Green River; thence westerly 5.50 chs along a normal run from the point of intersection of the north line of Lot 8 and the left bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence downstream along said medial line to the point of intersection of said medial line and a normal run from the meander corner to fractional Secs 3 & 34 on the south boundary to T 31 N, R 110 W, on the left bank of the Green River perpendicular to said medial line; thence easterly 2.50 chs along said normal to the meander corner to fractional Secs 3 & 34 on the south boundary to T 31 N, R 110 W, on the left bank of the Green River, the point of beginning, containing 10.56 acres.

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 6 day of June, 1994

Assignee Shama Zoe Limited Partnership

or
~~Attorney-in-fact~~ _____
(Signature)

Gilman A. Hill
General Partner

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. [redacted] it a crime for any person knowingly and willfully [redacted] any Department or agency of the United States a[redacted]titious or fraudulent statements or repres[redacted] to any matter within its juris[redacted]

[redacted] BUREAU OF LA[redacted]NAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

[redacted] ...y 31, 1992

Lease Serial No.
WYW-121407

Lease Effective Date
(Anniversary Date)
SEPTEMBER 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* SHAMA ZOE LIMITED PARTNERSHIP
Street 7128 South Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form: such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West, 6th PM Section 6: Lots 2-5, SESW, SWSE Section 7: Lots 1-4, E2W2, E2 Section 18: Lots 1-4, E2W2, E2 Section 19: Lots 1-4, E2W2, E2 Containing 1944.60acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

248956

RECORDED Oct. 7. 1994 11:00A M
IN BOOK 99 Orig PAGE 341
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 for land description indicated on reverse of this form

Assignment approved effective APR 01 1994

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

341

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by the assignment are located; (c) Assignee'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 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 to 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 4th day of March, 19 94

Name of Assignor as shown on current lease: Meridian Oil Inc
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact John C. Beck
(Signature)

5613 DTC Parkway
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Executed this 7 day of March, 19 94

Assignee Shama Zoe Limited Partnership

Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully [redacted] to any Department or agency of the United States [redacted] fictitious or fraudulent statements or repres[redacted] to any matter within its jurisdiction.

Form 3000-3
(March 1991)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]219

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-121408

Lease Effective Date
(Anniversary Date)
SEPTEMBER 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

SHAMA ZOE LIMITED PARTNERSHIP
7128 South Poplar Lane
Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West, 6th PM Section 17: W2, S2SE Section 20: All Section 21: W2W2 Section 28: W2NW, NWSW Containing 1320.00acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

248957

RECORDED Oct. 7, 1994 11:00 A M
IN BOOK 990 PAGE 343
FEES 8.00 Mary L. Gallagher COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 for land description indicated on reverse of this form

Assignment approved effective APR 01 1994

LAND LAW EXAMINER

/s/ Doris M. Miller
(Authorized Officer)

(Title)

AUG 17 1994
(Date)

343

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by the assignment are located; (c) Assignee'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 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 to 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 4th day of March, 19 94

Name of Assignor as shown on current lease: Meridian Oil Inc (Please type or print)

Assignor _____ (Signature)

or

Attorney-in-fact John C. Beck (Signature)

5613 DTC Parkway (Assignor's Address)

Englewood, Colorado 80111 (City) (State) (Zip Code)

Executed this 7 day of March, 19 94

Shama Zoe Limited Partnership

Assignee _____ (Signature)

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF [redacted] MANAGEMENT

[redacted] APPROVED
[redacted] 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-121680

Lease Effective Date
(Anniversary Date)
September 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

248958

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99046 PAGE 345
FEES 18.00
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)* XX ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T.030ON, R.110OW, 06th PM, WY sec. 003 M&B BED OF GREEN RIV 003 RIPR TO LOTS 4-7,10; 009 M&B BED OF GREEN RIV 009 RIPR TO LOTS 2,3,5; 010 M&B BED OF GREEN RIV 010 RIPR TO LOTS 3,6; 015 M&B BED OF GREEN RIV 015 RIPR TO LOTS 1-3; T.031ON, R.110OW, 06th PM, WY sec. 021 M&B BED OF GREEN RIV 021 RIPR TO LOTS 3-6,8; 027 M&B BED OF GREEN RIV 027 RIPR TO LOT 4; as described on the attached metes and bounds. Containing 130.47 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

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 effective APR 01 1994

☐ Assignment approved for attached land description

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

/s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

345

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2 Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 14th day of January 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor or Attorney-in-fact

Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March 19 94

Assignee or Attorneys-in-fact

Gilman A. Hill
(Signature)

(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.

T. 30 N., R. 110 W., 6th P. M. Wyoming

That portion of the bed of the Green River riparian to Lots 4, 5, 6, and 7, in Section 3, containing 26.50 acres, more or less.

That portion of the bed of the Green River riparian to Lot 10, in Section 3, containing 5.03 acres, more or less.

That portion of the bed of the Green River riparian to Lots 2 and 3, in Section 9, containing 10.88 acres, more or less.

That portion of the bed of the Green River riparian to Lot 5, in Section 9, containing 9.60 acres, more or less.

That portion of the bed of the Green River riparian to Lot 3, in Section 10, containing 3.94 acres, more or less.

That portion of the bed of the Green River riparian to Lot 6, in Section 10, and Lots 1, 2, 3 in Section 15, containing 33.45 acres, more or less.

T. 31 N., R. 110 W., 6th P. M., Wyoming

That portion of the bed of the Green River riparian to Lot 4, in Section 27, containing 3.36 acres, more or less.

That portion of the bed of the Green River riparian to Lots 3, 4, 5, 6 and 8 in Section 21, containing 37.71 acres, more or less.

More particulary described by Metes and Bounds as follows:
That portion of the bed of the Green River riparian to Lots 4, 5, 6, and 7, in Section 3, T. 30 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 3 and 34 on the north boundary of the township, on the left bank of the Green River, thence with the meanders downstream, S. 27° E. 15.49 chains; thence S. 16-3/4° W. 7.00 chains; thence S. 63-3/4° W., 14.00 chains; thence S. 13-1/2° E. 6.50 chains; thence S. 10-3/4° E. 6.00 chains; thence S. 13-3/4° E. 7.00 chains; thence S. 10-3/4° E. 1.80 chains; thence S. 59-1/4° E. 10.50 chains; thence S. 40-1/2° E. 10.00 chains, more or less to the point of intersection of the south line of Lot 7 and the left bank of the Green River; thence westerly 6.50 chains, more or less, along a normal run from the point of intersection of the south line of Lot 7 and the left bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence upstream along said medial line to the point of intersection of said medial line and a normal run from the point of intersection of the west line of Lot 5 and the right bank of the Green River perpendicular to said medial line; thence westerly 2.00 chains, more or less, along said normal to the point of intersection of the west line of Lot 5 and the right bank of the Green River; thence with the meanders upstream along the right bank of the Green River, N. 67-1/2° E. 11.00 chains; thence N. 12° E. 5.70 chains; thence N. 56-1/4° W. 6.00 chains; thence N. 35-3/4° W. 4.40 chains; thence N. 14°35'E. 5.57 chains to the meander corner to fractional sections 3 and 34 on the right bank of the Green River; thence east 3.00 chains, more or less, along the north boundary of the township to the meander corner to fractional sections 3 and 34 on the left bank of the Green River, the point of beginning, containing 26.50 acres, more or less.

That portion of the bed of the Green River riparian to Lot 10, in Section 3, T. 30 N., R. 110 W., 6th P. M., Wyoming, more particularly

described as follows: Beginning at the meander corner to fractional sections 3 and 10 on the left bank of the Green River, thence with the meanders upstream, N. 54-1/2° E. 2.00 chains; thence N. 76° E. 12.00 chains; thence N. 54-3/4° E. 5.00 chains, more or less, to the point of intersection of the east line of Lot 10 and the left bank of the Green River; thence westerly 7.00 chains, more or less, along a normal run from the point of intersection of the east line of Lot 10 and the left bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence downstream along said medial line to the point of intersection of said medial line and a normal run from the meander corner to fractional sections 3 and 10 on the left bank of the Green River perpendicular to said medial line; thence southerly 2.50 chains, more or less, along said normal to the meander corner to fractional sections 3 and 10 on the left bank of the Green River, the point of beginning, containing 5.03 acres, more or less.

That portion of the bed of the Green River riparian to Lots 2 and 3, in Section 9, T. 30 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 4 and 9 on the right bank of the Green River, thence with the meanders downstream, S. 53°58' W. 2.58 chains; thence S. 24-1/4° W. 19.00 chains; thence S. 5-1/2° E. 14.00 chains; thence S. 37° E. 9.00 chains, more or less, to the point of intersection of the south line of Lot 3 and the right bank of the Green River; thence northeasterly 5.00 chains, more or less, along a normal run from the point of intersection of the south line of Lot 3 and the right bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence upstream along said medial line to the point of intersection of said medial line and the north line of section 9; thence west 5.00 chains, more or less to the meander corner to fractional sections 4 and 9 on the right bank of the Green River, the point of beginning, containing 10.88 acres, more or less.

That portion of the bed of the Green River riparian to Lot 5, in Section 9, T. 30 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional Sections 9 and 10 on the left bank of the Green River, thence with the meanders downstream, S. 54°40' W. 6.26 chains; thence S. 28-1/4° W. 7.00 chains: thence S. 35-1/2° E. 14.50 chains to the meander corner to frac-tional sections 9 and 10 on the left bank of the Green River; thence south 2.00 chains, more or less, along the east line of Section 9 to the point of intersection of the east line of Section 9 and the medial line of the Green River; thence upstream along said medial line to the point of intersection of said medial line and the east line of Section 9: thence south 2.00 chains, more or less, along the east line of section 9 to the meander corner to fractional sections 9 and 10 on the left bank of the Green River, the point of beginning, containing 9.60 acres, more or less.

That portion of the bed of the Green River riparian to Lot 3, in Section 10, T. 30 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 9 and 10 on the right bank of the Green River, thence with the meanders downstream, S. 40-1/4° E. 4.50 chains; thence S. 12-1/2° W. 3.40 chains; thence S. 37-3/4° W. 3.50 chains to the meander corner to fractional sections 9 and 10 on the right bank of the Green River: thence south 2.00 chains, more or less, along the west line of section 10 to the point of intersection of the west line of section 10 and the medial line of the Green River; thence upstream along said medial line to the point of intersection of said medial line and the west line of Section 10; thence south along the west line of Section 10 to the meander corner to fractional sections 9 and 10 on the right bank of the Green River, the point of beginning, containing 3.94 acres, more or less.

That portion of the bed of the Green River riparian to Lot 6 in Section 10; and Lots 1, 2, and 3, in Section 15, T. 30 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 9 and 10 on the right bank of the Green River, thence with the meanders downstream, S. 49-1/2° E. 5.67 chains; thence S. 29-3/4° E. 6.50 chains to the meander corner to fractional sections 10 and 15 on the right bank of the Green River;

Thence with the meanders in Section 15 downstream along the right bank of the Green River, S. 12° 42'W. 16.66 chains; thence S. 3/4° W. 7.90 chains; thence S. 70° E. 10.40 chains; thence S. 16-1/4° E. 3.70 chains; thence S. 61° W. 10.00 chains; thence S. 31° W. 5.00 chains; thence S. 17-3/4° W. 9.40 chains; thence S. 11-3/4° E. 4.00 chains; thence S. 2-3/4° W. 5.40 chains; thence S. 9-1/4° W. 6.00 chains to the meander corner to fractional sections 15 and 16 on the right bank of the Green River; thence south 3.50 chains, more or less, along the west line of Section 15 to the medial line of the Green River; thence upstream along said medial line to the point of intersection of said medial line and a normal run from the point of intersection of the east line of Lot 1 in Ssection 15 and the left bank of the Green River perpendicular to said medial line; thence easterly 3.50 chains, more or less, along said normal to the point of intersection of the east line of Lot 1 in Section 15 upstream along the left bank of the Green River, N. 70-3/4° W. 4.00 chains, more or less, thence N. 41-1/4°W. 11.50 chains; thence N. 21-1/40 E. 8.00 chains; thence N. 8°34' W. 5.59 chains to the meander corner to fractional sections 10 and 15 on the left bank of the Green River; thence west 2.00 chains, more or less, along the north line of Section 15 to the point of intersection of the north line of Section 15 and the medial line of the Green River; thence upstream along said medial line to the point of intersection of said medial line and the west line of Section 10 thence south along the west line of Section 10 to the meander corner to fractional sections 9 and 10 on the right bank of the Green River, the point of beginning, containing 33.45 acres, more or less.

That portion of the bed of the Green River riparian to Lot 4, in Section 27, T. 31 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the point of intersection of the north line of Lot 4 and the left bank of the Green River, thence with the meanders downstream, S. 30-1/4° E. 17.00 chains, more or less, to the point of intersection of the east line of Lot 4 and the left bank of the Green River; thence westerly 2.50 chains, more or less, along a normal run from the point of intersection of the east line of Lot 4 and the left bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence upstream along said medial line to the point of intersection of said medial line and a normal run from the point of intersection of the north line of Lot 4 and the left bank of the Green River perpendicular to said medial line; thence easterly 1.50 chains, more or less, along said normal to the point of intersection of the north line of Lot 4 and the left bank of the Green River, the point of beginning, containing 3.36 acres, more or less.

That portion of the bed of the Green River riparian to Lots 3, 4, 5, 6, and 8, in Section 21, T. 31 N., R. 110 W., 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 16 and 21 on the right bank of the Green River, thence with the meanders downstream, S.28-3/4° E. 6.65 chains; thence S. 85-3/4° E. 4.50 chains; thence N. 71-3/4°E. 4.00 chains; thence N. 77-3/4°E. 5.00 chains; thence S. 70° E. 5.00 chains; thence S. 18-1/4° W. 7.00 chains; thence S. 14° E. 5.00 chains; thence S. 34° E. 5.00 chains; thence S. 54-1/2° E. 1.00 chains; thence S. 62° E. 1.50 chains; thence S. 89-1/2° E. 6.50 chains; thence S. 36° E. 3.50 chains; thence S. 6° E. 5.00 chains; thence S. 441/2° W. 4.00 chains; thence S. 30-1/2° E. 8.50 chains; thence S. 33-1/2° E. 10.00 chains; thence S. 23°

W. 9.00 chains; thence S. 13-1/2° W. 5.50 chains, more or less to the point of intersection of the south line of Lot 8 and the right bank of the Green River; thence easterly 3.50 chains, more or less, along a normal run from the point of intersection of the south line of Lot 8 and the right bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence upstream along said medial line to the point of intersection of said medial line and a normal vun from the meander corner to fractional sections 16 and 21 on the left bank of the Green River perpendicular to said medial lin; thence northerly 2.00 chains, more or less, along said normal to the meander corner to fractional sections 16 and 21 on the left bank of the green river; thence with the meanders upwtream, along the left bank of the Green RIver, S. 64-1/2° W. 3.30 chains; thence N. 64° 58'W. 3.69 chains to the meander corner to fractional sections 16 and 21 on the left bank of the Green River; thence west 4.00 chains, more or less, along the north line of section 21 to the meander corner to fractional sections 16 and 21 on the right bank of the Green River, the point of beginning, containing 37.71 acres, more or less.

REASSIGNMENT RIDER
OF LEASE SERIAL NO. WYW-121680
WYW-125137
WYW-125140
WYW-125145

The assignment to which this reassignment rider is attached and made a part hereof is expressly subject to the following terms, conditions and limitations.

In the event that Assignee desires to terminate its interest in said lease, either in whole or in part, Assignee, at any time and from time to time, but not less than sixty (60) days prior to the accrual of any United States Government rental obligation that may be due under said lease, shall give Assignor written notice of the Assignee's intention to terminate its interest in said lease. Assignor shall, within thirty (30) days after receipt of said notice from Assignee, give written notice to Assignee of whether or not Assignor elects to have said lease reassigned to Assignor. In the event that Assignor fails to give any notice to Assignee, Assignee shall have the absolute right to surrender its interest in said lease to the United States Government. This assignment and reassignment rider shall be binding on all successors and assigns of the parties hereto.

In the event that Assignor gives timely written notice to Assignee of its election to have said lease reassigned to it, Assignee shall promptly reassign said lease to Assignor, unencumbered by Assignee.

The overriding royalty, as stated on the attached assignment, shall be free to Assignor from all costs normal drilling and producing costs and shall be based on the price netted to the producer at the well head in the same manner as applicable to the base royalty on this lease owned by the U.S. Federal Government.

Further, it is agreed that the Assignee will establish, or cause to be established, commercial production on said lease, or on lands with which the said lease is pooled, on or before September 1, 1997 or Assignee will reassign the lease to Assignor, in its entirety, unencumbered by Assignee.

Signed for identification
LIBERTY PETROLEUM CORPORATION

By _____
Gregor Klurfeld, President

352

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-121681

Lease Effective Date
(Anniversary Date)
September 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 31: LOTS 2-5,7-10,12, E2E2 Sec. 32: ALL Sec. 33: S2N2, S2 Containing 1,561.75 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248959

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 352
FEES 8.00 Mary A. Duff 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 APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Kalirfeld
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hall
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

353

*U.S. GPO: 1992-774-017/67022

354

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:54

RECEIVED
CHEYENNE, WYOMING

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-121684

Lease Effective Date
(Anniversary Date)
September 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 111 W Sec. 6: LOTS 1-4 Sec. 9: ALL Containing 798.69 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248960

RECORDED Oct 3, 1994 11:00AM
IN BOOK 99-946 PAGE 354
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective APR 01 1994

By /s/ Doris M. Miller
(Authorized Officer)

MINERALS LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Klurfeld
Please type or print

Assignor _____
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

356

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-121685
Lease Effective Date (Anniversary Date)
September 1, 1990
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

RECORDED Oct 7, 1994 11:00A M
IN BOOK 99046 PAGE 386
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

1. Assignee* Shama-Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

248361

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 34 N, R 111 W Sec. 7: NENE; Sec. 9: SWNE, S2NW; Sec. 18: E2W2, NESE, S2SE; Sec. 19: NE, E2NW, NESE; T 35 N, R 112 W Sec. 34: SENE. Containing ~~740.00~~ 760.00 acres Subject to attached reassignment rider	100%	100%	None	5.00% of 8/8	None

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 JAN 01 1991

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

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

SUPERVISORY LAND LAW EXAMINER (Title)

DEC 19 1990 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 24th day of October, 19 90

Name of Assignor as shown on current lease Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

200 West 58 Street
(Assignor's Address)

New York NY 10019
(City) (State) (Zip Code)

Executed this 25th day of November, 19 90

Assignee Shama Zoe Ltd. Partnership.
Lehman A. Hull Gen. Partner
(Signature)
or
Attorney-in-fact _____
(Signature)

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

(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

358

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)

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-124075

Lease Effective Date
(Anniversary Date)
May 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 111 W Sec. 17: ALL Sec. 18: LOTS 1-4, E2, E2W2 Sec. 20: ALL Sec. 21: ALL Containing 2,556.16 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248962

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 PAGE 358
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____ (Signature)

or

Attorney-in-fact Gregor Kiurfeld, President (Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gibson A. Hill (Signature)

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

359

Form 3000-3
(October 1992)

360

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-123476

Lease Effective Date
(Anniversary Date)
April 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 7: LOTS 1-4, NE, E2W2 Sec. 8: ALL Sec. 17: ALL Sec. 18: LOTS 1-4, E2, E2W2 Containing 2,354.48 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248963

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99046 PAGE 360
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 effective APR 01 1994

☐ Assignment approved for attached land description

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

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Kilgreith
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

BUREAU OF LAND MANAGEMENT
94 MAR 22 PM 12:53
RECEIVED
CHEYENNE, WYOMING

362

Form 5000-3
(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-124623

Lease Effective Date
(Anniversary Date)
July 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 109 W Sec. 3: LOT 4, S2NW, SW, SWSE Sec. 4: LOTS 1-3, S2NE, SENW, S2 Sec. 5: LOTS 2-5, S2NW, NWSW SESE Sec. 6: LOTS 8-13, S2NE T 31 N, R 109 W Sec. 32: LOT 5, SWNE, W2, W2SE Sec. 33: LOTS 4,7, E2, E2NW Containing 2,422.70 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248964

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99046 PAGE 362
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton COUNTY CLERK

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

[illegible] AUG 19 1994
(Title) (Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Kiberby Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

BUREAU OF LAND MANAGEMENT
94 MAR 22 PM 12:51
RECEIVED
CHEYENNE, WYOMING

BUREAU OF LAND MANAGEMENT

364

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)

OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-124624

Lease Effective Date
(Anniversary Date)
July 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 109 W Sec. 15: ALL Sec. 17: S2 Sec. 20: ALL Sec. 21: ALL Sec. 22: W2 Containing 2,560.00 acres Subject to attached reassignment rider 248965	100%	100%	None	5.0% of 8/8	None

RECORDED Oct 7, 1994 11:00 AM
IN BOOK 99Dk6 PAGE 364
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor or Attorney-in-fact: Gregor Klurfeld (Signature)
Gregor Klurfeld, President

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee or Attorney-in-fact: Gilman A. Hill (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.

365

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:52

RECEIVED
CHEYENNE, WYOMING

3466

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-124625

Lease Effective Date
(Anniversary Date)
JULY 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

*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.

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 109 W Sec. 22: E2 Sec. 23: ALL Sec. 24: N2 Containing 1,280.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248966

RECORDED Oct. 7, 1994 11:00a M
IN BOOK 990fb PAGE 3466
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact Gregor Kurfeld, President (Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill (Signature)
or
Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

368

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:52

RECEIVED
CHEYENNE, WYOMING

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-124628

Lease Effective Date
(Anniversary Date)
July 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 24: ALL Sec. 25: ALL Containing 1,280.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248967

RECORDED Oct. 7, 1994 11:09 AM
IN BOOK 99 Misc PAGE 368
FEES 8.00 Mary Q. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor: Gregor Klurfeld
or (Signature)
Attorney-in-fact: Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee: Gilman A Hall
or (Signature)
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

370

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:48

RECEIVED
CHEYENNE, WYOMING

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-124629

Lease Effective Date
(Anniversary Date)
JULY 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 26: ALL Sec. 35: ALL Containing 1,280.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248968

RECORDED Oct. 7, 1994 11:00A M
IN BOOK 99046 PAGE 370
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Cathy Saxton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: United Oil Corporation
(Please type or print)

Assignor _____
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

185 Candlewood Path
(Assignor's Address)

Dix Hills (City) NY (State) 11746 (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
or
(Signature)
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-124630

Lease Effective Date
(Anniversary Date)
July 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

248969

RECORDED Oct. 7, 1994 11:00A M
IN BOOK 99046 PAGE 372
FEES 8.00 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)* XX ☐ Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 110 W Sec. 19: LOTS 1-4, E2, E2W2 T 31 N, R 111W Sec. 2: SWNW, NWSW Sec. 11: S2NW Sec. 13: S2N2, N2SW, SESW, SE Sec. 24: ALL Sec. 25: N2, NWSW, N2SE, SESE Containing 2,323.04 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

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 1994

☐ Assignment approved for attached land description

☑ Assignment approved for land description [redacted] on reverse of this form.

[redacted]

/s/ THERESA M. STEVENS

T. 31 N., R. 110 W., 6th PM, WY
Sec. 19: Lots 1-4, E2, E2W2
T. 31 N., R. 111 W., 6th PM, WY
Sec. 24: All
25: N2, NWSW, N2SE, SESE
1723.04 Acres

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 24th day of May, 19 94

Name of Assignor as shown on current lease Gregor Klurfeld
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership

Assignee _____
(Signature)
or
Attorney-in-fact Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. Government Printing Office: 1991 — 573-016/28062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-124634

Lease Effective Date
(Anniversary Date)
July 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

248970

RECORDED Oct 7, 1994 11:00 A M
IN BOOK 99946 PAGE 374
FEES 8.00 Mary [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)* XX ☐ Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 111 W Sec. 1: LOTS 1-4, S2N2, S2 Sec. 2: LOTS 1-4, S2N2, S2 Sec. 12: ALL Sec. 13: NWNW Containing 1,957.98 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

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;

☐ Assignmem approved for attached land description

Assignment approved effective JUL 1 1994

☐ Assignment approved for land descriptio[redacted]1 on reverse of this form.

[redacted] /s/ THERESA M. STEVENS

[redacted] [redacted] [redacted]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 24th day of May, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 1994

Assignee Shama Zoe Limited Partnership

or
~~Attorney-in-fact~~
(Signature)

Gilman A. Hill
General Partner

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 and Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:50

RECEIVED
CHEYENNE, WYOMING

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-125137

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 109 W Sec. 24: S2 Sec. 25: S2 Sec. 26: ALL Sec. 27: ALL Sec. 28: ALL Containing 2,560.00 acres Subject to attached reassignment rider 248971	100%	100%	None	5.0% of 8/8	None

RECORDED Oct. 7, 19 94 11:00 A M
IN BOOK 99946 PAGE 376
FEES 8.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soaton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

[redacted] [redacted] [redacted]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, not greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:54

RECEIVED
CHEYENNE, WYOMING

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-125138

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 109 W Sec. 7: LOTS 1-12, W2SE, SESE Sec. 18: LOTS 1-12, E2 Sec. 20: N2, SW, N2SE, SWSE Sec. 29: LOTS 3,4,7 Containing 1,804.15 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248972 RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99046 PAGE 378
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton
COUNTY CLERK

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

☐ Assignment approved for land descriptio[redacted]d on reverse of this form.

[redacted]

/s/ Doris M. Mills

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Kurfeld
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact _____ (Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gibson A. Hill (Signature)
or
Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

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-125139

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 109 W Sec. 19: LOTS 1-12, E2 Sec. 29: W2NE, W2 Sec. 30: E2 T 31 N, R 110 W Sec. 24: E2 Sec. 25: ALL Containing 2,356.99 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248973

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 946 PAGE 380
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sorton

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 [redacted] 1994

☐ Assignment approved for land descriptic[redacted]d on reverse of this form.

/S/ Doris M. Miller

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Kiurfeld
(Please type or print)

Assignor _____
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hall
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/87022

382

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-125140

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee***
Street Shama Zoe Limited Partnership
7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

*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.

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 110 W Sec. 6: LOTS 1-7 Sec. 6: S2NE, SENW, E2SW, SE T 31 N, R 110 W Sec. 30: LOTS 1-4, E2, E2W2 Sec. 31: LOTS 1-4, E2, E2W2 Sec. 32: ALL Containing 2,459.74 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248974

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 MISC PAGE 382
FEES 8.00 Mary L. Lindsey 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 effective APR 01 1994

☐ Assignment approved for attached land description

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

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Klunfeld
(Please type or print)

Assignor _____
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3
(October 1992)

384

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:49

RECEIVED
CHEYENNE, WYOMING

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-125141

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee***
Street Shama Zoe Limited Partnership
7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 110 W Sec. 12: S2 Sec. 13: ALL Sec. 14: ALL Sec. 23: ALL Sec. 24: W2 Containing 2,560.00 acres Subject to attached reassignment rider 248975	100%	100%	None	5.0% of 8/8	None

RECORDED Oct. 7, 19 94 11:00 AM
IN BOOK 99046 PAGE 384
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

/s/ Doris M. Miller
By _____
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 17 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

386

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
94 MAR 22 PM 12:55
RECEIVED
CHEYENNE, WYOMING

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-125144

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 111 W Sec. 19: LOTS 1-3, E2, E2W2 Sec. 28: ALL Sec. 29: ALL Sec. 30: LOTS 1-4, E2, E2W2 Containing 2,515.52 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248976

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 386
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M Miller
(Authorized Officer)

MULTIVISORY LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Gregor Klurfeld
(Please type or print)

Assignor _____
or
Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

388

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:50

RECEIVED
CHEYENNE, WYOMING

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-125145

Lease Effective Date
(Anniversary Date)
September 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 31 N, R 111 W Sec. 31: LOTS 1-4, E2, E2W2 Sec. 32: N2, SW, N2SE, SWSE Sec. 33: N2, N2SW, SESW, SE Containing 1,838.74 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248977

RECORDED Oct. 7, 19 94 11:00 AM
IN BOOK 99 PAGE 388
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____ (Signature)

or

Attorney-in-fact Gregor Klurfeld, President (Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 14 day of March, 1994

Assignee _____ (Signature)

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

390

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:49

RECEIVED
CHEYENNE, WYOMING

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-125638

Lease Effective Date
(Anniversary Date)
~~September 1, 1991~~
November 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Shame Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 33 N, R 111 W Sec. 6: LOT 7, SESW Sec. 7: LOTS 1-4, E2W2 Sec. 18: LOTS 3,4, E2SW Sec. 19: LOTS 1-4, E2W2 Sec. 30: LOTS 3,4, E2W2 Sec. 31: LOTS 1,2, Sec. 31: E2NW, NESW, N2SE, SESE Containing 1,515.28 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

248978 RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 MISC PAGE 390
FEES 8.00 Mary L. Gough COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1994

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

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 19 1994
(Date)

[redacted] [redacted] [redacted]

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

T 33 N, R 111 W
Sec 6: Lot 7, SESW
7: Lots 1-4, E2W2
18: Lots 3,4, E2SW
19: Lots 1-4, E2W2
30: Lots 1-4, E2W2
31: Lots 1,2, E2NW,NESW,N2SE,SESE

1515.28 AC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of January, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 14 day of March, 1994

Assignee Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

392

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:30

RECEIVED
CHEYENNE, WYOMING

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-130732

Lease Effective Date (Anniversary Date)
December 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street d/b/a ~~Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

*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 110 West, 6th P.M. Section 19: Lots 1-4, N2NE4, E2W2 Section 28: Lot 5 Section 29: Lots 1-6, E2SW4, SE4 Section 30: Lots 3, 4, 10, 11, NE4NW4 Containing 965.79 acres, more or less Sublette County, Wyoming	100%	100%	None	5.0%	None

248979

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99047 PAGE 395
FEES 8.00 Mary COUNTY CLERK
SUBLETTE 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 JUN 01 1994

By Doris M. Miller
(Authorized Officer)

~~LAND LAW EXAMINER~~ LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

[redacted] [redacted] [redacted]

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

On this 5th day of May, 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 5th day of May, 1994.

My Commission Expires: 10-22-97

Lynn R. Dillaway
Notary Public

PUBLIC STATE OF COLORADO

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the 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 5th day of May, 19 94

Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor Jonathan S. Roderick (Signature) Vice President

Attest: Lynne M. Romanchuk (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

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

Executed this 9 day of May, 19 94

Shama Zoe Limited Partnership,
d/b/a Alpine Gas Company

Assignee or Attorney-in-fact Gilman A. Hill (Signature) General Partner

(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.

394

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:30

RECEIVED
CHEYENNE, WYOMING

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-130735

Lease Effective Date (Anniversary Date)
December 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Shama Zoe Limited Partnership
   Street ~~d/b/a Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

*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 111 West, 6th P.M. Section 6: Lots 5-7, S2NE4, SE4NW4, E2SW4, SE4 Section 7: Lots 1, 2, NE4, E2NW4 Section 8: All Containing 1,439.00 acres, more or less Sublette County, Wyoming	100%	100%	None	5.0%	None

248980

RECORDED Oct. 7, 1994 11:00 AM
IN BOOK 99 Misc PAGE 394
FEES 8.00 Mary L. Lyon 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 JUN 1 1994

By Teresa M. Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

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

(Title)

AUG 25 1994
(Date)

[redacted] [redacted] [redacted]

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

On this 5th day of May, 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 5th day of May, 1994.

My Commission Expires: 10-22-97

Tina R. Dilleshay
Notary Public

NOTARY PUBLIC STATE OF COLORADO

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the 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 5th day of May, 19 94

Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor Jonathan S. Roderick (Signature) Vice President

Attorney-in-fact Attest: Lynne M. Romanchuk (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

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

Executed this 9 day of May, 19 94

Shama Zoe Limited Partnership
d/b/a Alpine Gas Company

Assignee or Attorney-in-fact Gilman A. Hill (Signature) General Partner

(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.

396

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:29

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-130736

Lease Effective Date
(Anniversary Date)
December 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street ~~d/b/a Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West, 6th P.M. Section 3: Lots 1-4, S2N2, SW4, NW4SE4, S2SE4 Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Section 8: All Containing 2,522.64 acres, more or less Sublette County, Wyoming 248981	100%	100%	None	5.0%	None

RECORDED Oct. 7, 1994 11:00AM
IN BOOK 99 PAGE 3960
FEES 8.00 Mary L. Lyon COUNTY CLERK
SUBLETTE 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 effective JUN 1 1994

By Theresa M Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

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

(Title)

AUG 25 1994
(Date)

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

On this 5th day of May, 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 5th day of May, 1994.

My Commission Expires: 10-22-97

Tina R. Dilley
Notary Public

NOTARY PUBLIC STATE OF COLORADO

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under th 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 Unite States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under th 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 an 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), o 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 accordanc 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 ar otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamatio 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 th Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease describe 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 o 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 May, 1994

Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor Jonathan S. Roderick (Signature) Vice President

Attest: Lynne M. Romanchuk (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

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

Executed this 9 day of May, 1994

Shama Zoe Limited Partnership
d/b/a Alpine Gas Company

Assignee Gilman A. Hill (Signature) General Partner
or
Attorney-in-fact (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau o 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 fraudulen statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67022

398

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:30

RECEIVED
CHEYENNE, WYOMING

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-130737

Lease Effective Date
(Anniversary Date)
December 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street ~~d/b/a Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West, 6th P.M. Section 9: W2NE4, SE4NE4, NW4, S2 Section 10: N2, SE4 Section 27: All Containing 1,720.00 acres, more or less Sublette County, Wyoming	100%	100%	None	5.0%	None

248982

RECORDED Oct. 7, 1994 11:00AM
IN BOOK 990 MISC PAGE 398
FEES 8.00 COUNTY CLERK
SUBLETTE 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 JUN 1 1994

By Teresa M. Stevens
(Authorized Officer)

(Title)

AUG 25 1994
(Date)

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

On this 5th day of May, 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 5th day of May, 1994.

My Commission Expires: 10-22-97

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 5th day of May, 1994

Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor Jonathan S. Roderick (Signature) Vice President

Attest: Lynne M. Romanchuk (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

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

Executed this 9 day of May, 1994

Shama Zoe Limited Partnership
d/b/a Alpine Gas Company

Assignee or Attorney-in-fact Gilman A. Hill (Signature) General Partner

(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.

400

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:30

RECEIVED
CHEYENNE, WYOMING

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-130738

Lease Effective Date (Anniversary Date)
December 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Shama Zoe Limited Partnership
   Street ~~d/b/a Alpine Gas Company~~
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Containing 1,280.00 acres, more or less Sublette County, Wyoming	100%	100%	None	5.0%	None

248983
RECORDED Oct. 7, 1994, 11:00 AM
IN BOOK 99 Mis 6 PAGE 400
FEES 8.00
SUBLETTE 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 effective JUN 1 1994

By Kirsten M. Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

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

(Title)

AUG 25 1994
(Date)

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

On this 5th day of May, 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 5th day of May, 1994.

My Commission Expires: 10-22-97

Tina R. Dilley
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 5th day of May, 19 94

Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor Jonathan S. Roderick (Signature) Vice President

Attest: Lynne M. Romanchuk (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

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

Executed this 9 day of May, 19 94

Shama Zoe Limited Partnership
d/b/a Alpine Gas Company

Assignee Gilman A. Hill (Signature) General Partner
or
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

402

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE #USA Wyoming 020123A

KNOW ALL MEN BY THESE PRESENTS, That Helen Virginia Smith, Assignor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied, an overriding royalty unto the following party:

Charles L. Smith and Helen Virginia Smith, Husband and Wife, as Tenants by the Entirety, with Right of Survivorship and not as Tenants in Common, Assignee.

Being in all a total of an undivided 1/4 of 1% of 8/8 overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, for the following real property, to-wit:

Township 27 N., Range 112 W., 6th P.M.,
Sublette County, Wyoming

Sec. 4: SW¼SW¼
Sec. 5: Lot 4, S½NW¼, SW¼, W½SE¼; SE¼SE¼
Sec. 8: W½NE¼, SE¼
Sec. 9: SW¼SW¼
Sec. 17: SE¼, SW¼NE¼
Sec. 20: W½NE¼

999.78 acres

WITNESS my hand this 26th day of August, 1994.

WITNESS:

Cathy L Carson

x Helen Virginia Smith
Helen Virginia Smith

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Helen Virginia Smith, this 26th day of August, 1994.

Witness my hand and official seal.

Mary J. Kampa
Notary Public

My Commission Expires:

Dec. 13, 1994

MARY J. KAMPA - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 13, 1994

C:\1-LTP\122-TFUN\TF-201A

249077

RECORDED Oct. 17, 1994 8:30AM
IN BOOK 99 PAGE 462
FEES 6.00 Mary J. COUNTY CLERK
SUBLETTE COUNTY CLERK
BY

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE #USA Wyoming 027483

KNOW ALL MEN BY THESE PRESENTS, That Helen Virginia Smith, Assignor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied, an overriding royalty unto the following party:

Charles L. Smith and Helen Virginia Smith, Husband and Wife, as Tenants by the Entirety, with Right of Survivorship and not as Tenants in Common, Assignee.

Being in all a total of an undivided .003750 Nre ~~1/4 of 1% of 8/8~~ overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, for the following real property, to-wit:

Township 47 N., Range 69 W., 6th P.M.,
Campbell County, Wyoming

Sec. 7: W½
Sec. 18: Lots 1, 2, 3, 4, SW¼NE¼, E½W½, SE¼

825.20 acres

WITNESS my hand this 26th day of August, 1994.

WITNESS:

Cathy L Carson

x Helen Virginia Smith
Helen Virginia Smith

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Helen Virginia Smith, this 26th day of August, 1994.

Witness my hand and official seal.

Mary J. Kampa
Notary Public

My Commission Expires:

Dec. 13, 1994

MARY J. KAMPA - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Dec. 13, 1994

C:\1-LTP\122-TFUN\TF-201A

249078

RECORDED Oct. 17, 1994 8:20AM
IN BOOK 99 Misc PAGE 403
FEES 16.00 Mary J. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

P&M 103 Producers 88 Rev. PC 7-89 (U)

404

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 4th day of August, 1994, by and between

Steele Ranches Partnership of P.O. Box 339, Pinedale, Wyoming, 82914

party of the first part, hereinafter called Lessor (whether one or more), and

Dual Resources, Inc., a Colorado corporation, of 475 17th Street, Suite 980, Denver, Colorado, 80202

party of the second part, hereinafter called Lessee;

WITNESSETH: That the Lessor, for and in consideration of TEN AND MORE DOLLARS in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save take care of, treat, transport, and own said products, and housing its employees, the following described land in

Township 34 North, Range 109 West, 6th P.M.
Section 30: Lots 2(33.76), 3(33.88), SW4/NE4, SE4/NW4

Township 34 North, Range 110 West, 6th P.M.
Section 25: NE4/NE4, S2/NE4, S2/NW4, SW4, W2/SE4, NE4/SE4

Sublette County, Wyoming

249079

RECORDED Oct. 17, 19 94 8:50 AM
IN BOOK 99 D 96 PAGE 404
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarton

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by Lessor, or which may hereafter be established to be owned by Lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by Lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising 627.64 acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of (5) Five years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as Lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. Lessee shall deliver to the credit of the Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells the equal one-eighth (1/8) 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.

2. 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 of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled 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 or distillate therefrom is sold or used off the premises 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 shall 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-condensate or distillate 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 judgement 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; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of 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 designated depository bank in the manner prescribed for the payment of delay rentals. 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.

3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in X at the address shown above

or its successor or successors, which bank and its successors are Lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of $2.00 per net acre DOLLARS which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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 paying date. 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. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if Lessee commences operations for additional drilling or for reworking within sixty days thereafter or if (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty days from the date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but Lessee has commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided or shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time (but not the obligation) to remove all improvements, including machinery, and fixtures placed or erected by Lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to Lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon Lessee (except at Lessee's option in any particular case), until sixty days after Lessee shall have been furnished with the original or a copy certified by the official recorder of the county in which the land or some part thereof is located, or a photostatic copy of the recorded instruments evidencing the change or transfer, including any intermediate transfer from Lessor or his assigns not theretofore furnished to Lessee, and such change

or transfer shall n[redacted] payments made prior to said date whether or no[redacted]se of death of any person entitled to receive roya[redacted]als, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in Lessee's possession subsequent to the date of the lease, or at Lessee's option, may suspend the payment thereof until sixty days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of Lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request Lessee to set separate measuring and receiving tanks and pay to Lessee in advance Lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, Lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish Lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratable according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. Lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands 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 developments 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.

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, Lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in Lessee's discretion and judgement it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as Lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to Lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to Lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, Lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as Lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection or 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.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in 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.

12. 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 contract. Lessee shall then have sixty 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 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.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of Lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of Lessor and Lessee.

15. 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.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

WHEREOF witness our hands as of the day and year first above written.

STEELE RANCHES PARTNERSHIP

BY: Harry F. Steele
Harry F. Steele, General Partner of the
Steele Ranches Partnership
TAX ID # 83-0288113

STATE OF Wyoming]
] ss.
COUNTY OF Sublette]

On this 15th day of September, 1994, before me personally appeared Harry F. Steele, as General Partner of Steele Ranches Partnership, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My Commission Expires:

6-21-97

[redacted] - Notary Public
State of
Wyoming
My Commission Expires June 21, 1997

Shonda K. Brandenburg
Notary Public

406

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated August 4, 1994, by and between Steele Ranches Partnership, as Lessor, and Dual Resources, Inc., a Colorado Corporation, as Lessee, to wit:

TOWNSHIP 34 NORTH, RANGE 109 WEST, 6TH P.M.

Section 30: Lots 2 (33.76 acres), 3 (33.88 acres), SW¼NE¼, SE¼NW¼

TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH P.M.

Section 25: NE¼NE¼, S½NE¼, S½NW¼, SW¼, W½SE¼, NE¼SE¼

Containing 627.64 acres, more or less, located in Sublette County, Wyoming.

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this addendum is attached, Lessor and Lessee also agree as follows:

1) Lessor shall have the right, at his sole risk and expense, to make a connection downstream from the wellhead and use, free of cost, gas from any producing well located on lands covered by this lease for electricity and heat for any principal dwelling or building on leased premises, provided, however, that Lessor shall use said gas for his personal use and not for any commercial purpose. Lessor further agrees to release and hold Lessee, or his assignees, harmless from any action, legal or otherwise, as a result of any losses or damages incurred by Lessor's actions regarding the connections from the point of connection to the dwellings, and the taking and/or using of said gas. Lessee is liable for the pipeline from the point of connection to the wellhead. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

2) Lessee shall notify Lessor in advance of staking and building a location.

3) Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

4) At the time of staking the location, Lessee shall pay to Lessor the estimated loss to agriculture for roadway right-of-way and location site. If production is encountered, annual payment, to be determined at well completion and revised yearly shall be paid to Lessor for that portion of land taken out of production.

5) If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

6) If any irrigation ditches or canals are disturbed during construction, driling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

7) Upon completion of drilling any and all wells, drilling mud shall be removed and location site shall be restored to as near as possible to its original state and reseeded.

8) Drilling sites will be fenced to prevent livestock from impeding operations.

9) Lessee shall be required to use all reasonable and prudent effort to protect and to prevent loss to lessor's ranching operations in the construction of pipelines, locations, telephone lines, powerlines, tanks, ponds, roadways, plants or any other such construction.

[redacted] [redacted] [redacted]

Steele Ranches Partnership

Harry F Steele

Harry F. Steele, General Partner

Producers 88 Pooling
Paid-Up

408

DLM PC #103 B
Rev 10/29/1989

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 4th day of August, 1994, between

Fred E. Shriver and Erma D. Shriver, husband and wife, as tenants by the entirety, individually and as Trustees of The Shriver Family Revocable Living Trust, dated May 19, 1994, of Route #2, Box #4, Pinedale, Wyoming 82941

hereinafter called Lessor (whether one or more), and Dual Resources, Inc, a Colorado corporation, of 475 17th Street, Suite 980, Denver, Colorado 80202

hereinafter called Lessee (whether one or more), WITNESSETH:

1. Lessor, in consideration of the sum of TEN OR MORE DOLLARS, in hand paid, receipt of which is hereby acknowledged, of the royalties provided herein, and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in

FOR DESCRIPTION OF LAND SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBLETTE COUNTY, WYOMING

249080

RECORDED Oct. 17, 1994 8:50 AM
IN BOOK 99 OF R PAGE 408
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

including all minerals hereinabove named, underlying lakes, streams, roads, easements and rights-of-way, which traverse or adjoin said lands, owned or claimed by Lessor, or which may hereafter be established to be owned by Lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by Lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For all purposes of this Lease, said land is estimated to contain 1,100.00 acres, whether it contains more or less.

(5) FIVE

2. Subject to the other provisions herein contained, this Lease shall be for a term of ~~FIVE~~ years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as Lessee in good faith shall conduct drilling operations or reworking operations thereon, and should production result from such operations, this Lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

3. The royalties to be paid to Lessor are: (a.) Lessee shall deliver to the credit of Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells, the equal one-eighth 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. (b.) 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 leased premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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. If 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 a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled 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 or distillate therefrom is sold or used off the premises 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 shall 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-condensate or distillate 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 judgement, 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 one dollar per net royalty acre retained hereunder as of the end of such annual period; provided, that if, gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of 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 at the address above specified. 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.

4. This is a **PAID-UP LEASE.** In consideration of the down 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 execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the leased premises and thereby surrender this Lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

5. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this Lease shall not terminate if Lessee commences operations for additional drilling or for reworking within sixty days thereafter. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but Lessee has commenced operations for drilling or reworking thereon, this Lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

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

7. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. 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.

8. The rights of either party hereunder may be assigned in whole or part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to Lessee, no change or division in the ownership of the lands or royalties, however accomplished, shall be binding upon Lessee (except at Lessee's option in any particular case), until sixty days after Lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instruments evidencing the change or transfer, including any intermediate transfer from Lessor or his assigns not theretofore furnished to Lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties as if such change or transfer had not been made, or may pay the same according to the interest of record as disclosed by the last certification of an abstract in Lessee's possession subsequent to the date of the Lease, or at Lessee's option, may suspend the payment thereof until sixty days after such evidence is received. No change or division in the ownership of the land or royalties shall operate to enlarge the obligations or diminish the rights of Lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request Lessee to set separate measuring and receiving tanks and pay to Lessee, in advance, Lessee's estimated cost of procuring and setting such tanks and making the connections therefor; and unless and until such is done, Lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish Lessee with the original agreement. Whether or not this Lease be owned by one party or by two or more different parties, production under the terms of this Lease, or drilling or reworking operations on any portion of the land above described, shall keep this Lease in effect upon all the land herein leased. Lessee shall not be liable for the failure of any subsequent owner of this Lease, in whole or part, to perform the terms, conditions and obligations of this Lease, express or implied. Offsetting shall never be required to protect one portion of leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

9. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the 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, extend or terminate any such plan or agreement. In such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and developments of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan

plan or agreement, if said lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom [redacted] to different portions of the land covered by said p[redacted]e production allocated to any particular tract of lan[redacted] the purpose of computing the roy[redacted] paid hereunder to Lessor, be regarded as having t[redacted]ed from the particular tract of land to which it is [redacted] 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.

10. In addition to and not in limitation of the rights granted in paragraph 9 hereof, Lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this Lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands of like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in Lessee's discretion and judgement it is advisable to do so for proper development or operation of the leased premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as Lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed 160 acres in surface area, and for production of dry gas or gas well gas or dry gas well gas and condensate or distillate shall not exceed 640 acres in surface area. If some larger unit for the production of oil and casinghead gas or dry gas or gas well gas or dry gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this Lease, the size of any units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to Lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to Lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this Lease, shall be deemed to be drilling operations on or production secured on lands subject to this Lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this Lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, Lessor shall receive from production of any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as Lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit.

11. 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 on any gas used for repressuring and recycling operations benefiting the leased premises.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands, and if Lessee does so, 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 accruing hereunder.

13. If 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 contract. Lessee shall then have sixty 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 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.

14. If Lessor, during the primary term of this Lease, receives a bona fide offer which Lessor is willing to accept from any party offering 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 the lease becoming effective upon expiration of this Lease, Lessor 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 15 days after 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 according to 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. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of 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 only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee, a representative or through Lessor's bank for payment.

15. All express and implied covenants of this Lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this Lease shall not be terminated, in whole and in part, nor Lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of Lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

16. This Lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of Lessor and Lessee.

17. With respect to and for the purpose of this Lease, Lessor, and each of them if there be more than one, hereby releases and waives the right of homestead.

18. This Lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

IN WITNESS WHEREOF, this agreement is executed on the date first above written.

Fred E. Shriver and Erma D. Shriver, Tenants by the Entirety, and Trustees of The Shriver Family Revocable Living Trust, dated May 19, 1994.

Erma D. Shriver

Erma D. Shriver, Individually and as Trustee
S.S. # 520-50-9376

Fred E Shriver

Fred E. Shriver, Individually and as Trustee
S.S. # 523-03-2382

STATE OF Wyoming]
] ss.
COUNTY OF Sublette]

On this 5th day of August, 1994, before me personally appeared Erma D. Shriver and Fred E. Shriver individually and as Trustees to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires:

6/4/1998

Brigit Mackey
Notary Public

BRIDGET MACKEY NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

EXHIBIT A

Attached to and made a part of that cetain Oil and Gas Lease dated the 4th day of August, 1994, by and between Fred E. Shriver and Erma D. Shriver, husband and wife, individually and as Trustees of The Shriver Family Revocable Living Trust dated May 19, 1994, grantors and Dual Resources, Inc., Grantee.

TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

The Southwest Quarter (SW¼), and the West Half of the Southeast Quarter (W½SE¼) of Section 21, Township 34 North, Range 109 West of the 6th Principal Meridian (6th P.M.), Sublette County, Wyoming.

The Northwest Quarter of the Northwest Quarter (NW¼NW¼) and the South Half of the Northwest Quarter (S½NW¼) and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section Twenty Eight (28), Township 34 North, Range 109 West of the 6th Principal Meridian (P.M.), Sublette County, Wyoming.

The Southwest Quarter of the Northwest Quarter (SW¼NW¼), and the Southwest Quarter (SW¼) of Section 29, Township 34 North, Range 109 West of the 6th Pricipal Meridian (6th P.M.), Sublette County, Wyoming.

EXCEPTING THEREFROM those parcels or the applicable portion of those parcels conveyed as follows:

Forrest Gordon Cramer and Lelia Jean Cramer, husband and wife by instrument recorded in Book 12 of Deeds, page 439;

Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick, husband and wife, by instrument recorded in Book 13 of Deeds, Page 519;

Kenneth K. Rowe and Elmira A. Rowe, husband and wife, by instrument recorded in Book 12 of Deeds, page 553;

Charles O. Fuller and Alice Fay Fuller, husband and wife, by instrument recorded in Book 13 of Deeds, page 83;

Rulon G. McRae and Nancy D. McRae, husband and wife, by instrument recorded in Book 13 of Deeds, page 445.

Lot 1 (38.63 acres), the Southeast Quarter of the Northeast Quarter (SE¼NE¼), East half of the Southeast Quarter (E½SE¼), and the South Eighteen (18) Acres of the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 30, Township 34 North, Range 109 West of the 6th Principal Meridain (P.M.), Sublette County, Wyoming.

The Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 32, Township 34 North, Range 109 West of the 6th Principal Meridian (P.M.), Sublette County, Wyoming.

AND that portion of the Northeast (NE¼) of Section 31 and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 30, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the corner common to Sections 29, 30, 31, and 32, Township 34 North, Range 109 West, and proceeding thence southerly along the East boundary line of Section 31 a distance of 1580 feet, more or less, to a fence corner; thence proceeding along the fence N.38°16'W., 344 feet; thence N.20°15'W., 447 feet; thence N.72°42'W., 501 feet; thence S.73°55'W., 297 feet; thence N.23°35'W., 506 feet; thence N.44°03'W., 297 feet; thence N.12°00'W., 708 feet; thence N.22°04'W., 852 feet, more or less, to the north line of the SW¼SE¼ of Section 30, T.34N., R.109W.; thence proceeding Easterly along said north line of the SW¼SE¼ of Section 30 a distance of 686 feet, more or less, to the Northeast corner of

[redacted] [redacted] [redacted]

the SW¼SE¼ Section 30; thence proceeding Southerly along the East line of the SW¼SE¼ a distance of 1320 feet, more or less, to the Southeast corner of the SW¼SE¼ of Section 30; thence proceeding Easterly along the North line of the NE¼ of Section 31, T. 34 N., R. 109 W., as distance of 1320 feet, more or less, to the point of beginning.

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

The Southeast Quarter of Section 24, Township 34 North, Range 110 West of the 6th Principal Meridian (P.M.), Sublette County, Wyoming.

The Northwest Quarter of the Northeast Quarter of Section 25, Township 34 North, Range 110 West of the 6th Principal Meridian (P.M.), Sublette County, Wyoming.

SIGNED FOR VERIFICATION

Fred E. Shriver

FRED E. SHRIVER

Erma D. Shriver

ERMA SHRIVER

D.E.S.

RECORDING REQUESTED BY
OPAL L. LOMBARDI

WHEN RECORDED MAIL TO
OPAL L. LOMBARDI
2550 West Clinton Ave. #173
Fresno, CA 93705

249102

RECORDED Oct. 18, 1994 7:20AM
IN BOOK 99 Oth PAGE 412
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Sexton

DEED OF ROYALTY INTEREST

I, OPAL L. LOMBARDI, a single woman dealing with her sole and separate property grant to ALICE MOTT, a married woman, all of my rights, title and interest in an overriding royalty interest of all oil, gas, and other hydrocarbon substances produced and saved from the real property in the County of Sublette, State of Wyoming, described as follows:

S/E4 of Section 8 Township 27 North, Range 113 West (Federal Lease E-70671-A)

N/2 and SW/4 of Section 8 Township 27 North, Range 113 West (Federal Lease E-07671-B)

EXECUTED on Aug 5, 1994

Opal L Lombardi.
OPAL L. LOMBARDI

STATE OF CALIFORNIA)
COUNTY OF Fresno } SS.

On October 6, 1994 before me, Richard Dave Bopp - a Notary Public -, personally appeared Opal L. Lombardi

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he /she /they executed the same in his / her / their authorized capacity(ies), and that by his /her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Richard Dave Bopp

Richard Dave Bopp
Comm. #1030516
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
Comm. Expires June 24, 1998

(Seal)

Form 3212-1 (Rev. 1-1-92)
Deed of Royalty Interest.

Assignment, Bill Of Sale And Conveyance of Working Interests, Royalty Interests and Mineral Interests

THIS ASSIGNMENT AND CONVEYANCE ("Assignment"), effective as of 7:00 a.m., local time at the location of the affected real property, on June 1, 1994 (the "Effective Time"), is made by COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation (collectively "Assignors"), each of whose address is c/o Duncan Energy Company, 1777 South Harrison Street, Suite P-1, Denver, Colorado 80210 to CONSOLIDATED OIL & GAS, INC., a Delaware corporation, whose address is 410 17th Street, Suite 2300, Denver, Colorado 80202 (herein called "Assignee").

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by Assignors, Assignors do hereby grant, bargain, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, the following properties, assets, rights, and obligations (the "Interests"):

All of Assignors' right, title and interest in, to and under the oil, gas and mineral leases, lands, and units described on Exhibit A, attached hereto and made a part hereof for all purposes, insofar and only insofar as such rights and interests cover or affect the lands described on Exhibit A, and including any and all interests of Assignors therein, including, without limitation, working interests, executory interests, reversionary interests, net profits interests, net revenue interests, royalty interests, overriding royalty interests, fee mineral interests, mineral servitudes, payments out of production and other rights, including contractual rights to production, and contractual rights providing for the acquisition or earning of any such interests, owned by Assignors, in whole or in part, whether directly or indirectly, and any other interests of a similar nature (hereinafter the "Leases");

All of Assignors' right, title and interest in and to all petroleum, hydrocarbons and gases produced from or attributable to the Leases after the Effective Time;

All of Assignors' right, title and interest in and to all petroleum, hydrocarbons and gases produced from or attributable to the Leases which at the Effective Time have not been sold by Assignors and are in storage, within processing plants, or in pipelines;

Insofar and only insofar as they relate to the Leases: all of Assignors' interests, rights and obligations in and to all permits, licenses, servitudes, contracts and agreements and all leases and reversionary interests; operating agreements; oil, gas and condensate purchase and sale agreements; processing, treating, fractionating, compression and transportation agreements; partnership, joint venture, farmout, farmin, dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; salt water disposal agreements; easements, surface use, and/or right-of-way agreements; unitization or pooling agreements, declarations, and orders and the properties covered and the units created thereby; and all other executory contracts and agreements; and

249104

RECORDED Oct. 18, 1994 7:40 AM
IN BOOK 99 Misc PAGE 413
FEES $ 28.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

All of Assignors' interests in and to all producing, shut-in, temporarily abandoned, abandoned, plugged, injection, and disposal wells, tank batteries, structures, pipelines, fixtures, equipment, spare parts, tools, pipelines, buildings, personal property, appurtenances, and improvements now or as of the Effective Time located on or appurtenant to the Leases or used at any time in connection with the operation of the Leases, or the gathering, treating, compression, transportation, and processing of production from the Leases, whether or not operating or abandoned.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever.

This Assignment is made and accepted subject to the following:

1. This Assignment is made without warranty of any kind, whether express or implied; however, Assignors give and grant to Assignee, its successors and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect to the Interests or any part thereof.

2. WITH RESPECT TO THOSE PORTIONS OF THE INTERESTS WHICH CONSTITUTE PERSONAL PROPERTY AND FIXTURES, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

3. This Assignment and Conveyance is made subject to the terms and provisions of the Exchange Agreement between Assignors and Assignee dated as of September 27, 1994 (the "Agreement"). Notwithstanding anything to the contrary in this Assignment or in the Agreement, the covenants, indemnities and other terms and provisions of this Assignment are in addition to, and not in lieu of, the covenants, indemnities and other terms and provisions set forth in the Agreement, and all covenants, indemnities and other terms and provisions set forth in this Assignment shall remain in full force and effect on and after the Effective Time.

4. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A. To the extent that any land descriptions on Exhibit A are incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated by this reference. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property, oil and gas lease records or conveyance records of the county and state in which the lease is situated.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS PERTAINING TO CHOICE OR CONFLICT OF LAWS, OF THE STATE OF COLORADO, EXCEPT AS TO MATTERS OF TITLE AND CONVEYANCING WHICH SHALL BE GOVERENED BY THE LAWS OF THE STATE WHERE THE LEASE IS LOCATED. THE PARTIES HEREBY AGREE THAT IN THE EVENT ANY DISPUTE ARISES OVER THE INTERPRETATION OR ENFORCEMENT OF THIS ASSIGNMENT, VENUE AND JURISDICTION SHALL BE PROPER IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF DENVER, COLORADO.

6. Assignee shall comply with all current and subsequently amended applicable laws, ordinances, rules, and regulations applicable to the Interests and shall promptly obtain and maintain all permits required by governmental authorities in connection with the Interests.

7. Separate assignments of the Interests may be executed on officially approved forms by Assignors to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

8. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, a counterpart to be recorded in a given county may contain only those portions of the Exhibits hereto that describe property located in that county. Assignors and Assignee have each retained a counterpart of this assignment with a complete copy of Exhibit A.

Any initially capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

Executed on this 27th day of September, 1994, but effective for all purposes as of the Effective Time.

ASSIGNORS:

COMDISCO, INC., a Delaware corporation

ATTEST:

By: _____
Jeremiah M. Fitzgerald
Assistant Secretary
Richard A. Finocchi
Vice President

(SEAL)

COMDISCO EXPLORATION, INC., a Delaware corporation

ATTEST:

By: _____
Jeremiah M. Fitzgerald
Assistant Secretary
Richard A. Finocchi
Vice President

(SEAL)

COMDISCO RESOURCES, INC. a Delaware corporation

ATTEST:

By: _____
Jeremiah M. Fitzgerald
Assistant Secretary
Richard A. Finocchi
Vice President

(SEAL)

[redacted] [redacted] [redacted]

ASSIGNEE:

CONSOLIDATED OIL & GAS, INC.,
a Delaware coporation

ATTEST:

Sherry Rucat Lawson
Secretary

By: J. W. Decker
J. W. Decker
President and Chief
Executive Officer

(SEAL)

CONSOLIDATED OIL & GAS, INC. CORPORATE SEAL DELAWARE

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

(Colorado)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO, INC., a Delaware corporation. Witness my hand and official seal.

(Michigan)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO, INC., a Delaware corporation, on behalf of the corporation.

(Montana and Texas)

This instrument was acknowledged before me on September 27, 1994, by Richard A. Finocchi, as Vice President of COMDISCO, INC., a Delaware corporation.

(North Dakota)

On this 27th day of September in the year 1994, before me personally appeared Richard A. Finocchi, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

Before me, a notary public, in and for said state, on this 27th day of September, 1994, personally appeared Richard A. Finocchi, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of COMDISCO, INC., a Delaware corporation.

(Utah)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO, INC., a Delaware corporation.

(Wyoming)

The foregoing instrument was acknowledged before me by Richard A. Finocchi, Vice President of COMDISCO, INC., a Delaware corporation, this 27th day of September, 1994.

Witness my hand and official seal.

Betty A. Herrold
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison, PH-1
Denver, Colorado 80210

My commission expires: July 26, 1998

(NOTARY SEAL)

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

(Colorado)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO EXPLORATION, INC., a Delaware corporation. Witness my hand and official seal.

(Michigan)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO EXPLORATION, INC., a Delaware corporation, on behalf of the corporation.

(Montana and Texas)

This instrument was acknowledged before me on September 27, 1994 by Richard A. Finocchi, as Vice President of COMDISCO EXPLORATION, INC., a Delaware corporation.

(North Dakota)

On this 27th day of September in the year 1994, before me personally appeared Richard A. Finocchi, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

Before me, a notary public, in and for said state, on this 27th day of September, 1994, personally appeared Richard A. Finocchi, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of COMDISCO EXPLORATION, INC., a Delaware corporation.

(Utah)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO EXPLORATION, INC., a Delaware corporation.

(Wyoming)

The foregoing instrument was acknowledged before me by Richard A. Finocchi, Vice President of COMDISCO EXPLORATION, INC., a Delaware corporation, this 27th day of September, 1994.

Betty A. Herrold
Betty A. Herrold
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison, PH-1
Denver, Colorado 80210

My commission expires: July 26, 1998

(NOTARY SEAL)

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

(Colorado)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO RESOURCES, INC., a Delaware corporation. Witness my hand and official seal.

(Michigan)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

(Montana and Texas)

This instrument was acknowledged before me on September 27, 1994, by Richard A. Finocchi, as Vice President of COMDISCO RESOURCES, INC., a Delaware corporation.

(North Dakota)

On this 27th day of September in the year 1994, before me personally appeared Richard A. Finocchi, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

Before me, a notary public, in and for said state, on this 27th day of September, 1994, personally appeared Richard A. Finocchi, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of COMDISCO RESOURCES, INC., a Delaware corporation.

(Utah)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Richard A. Finocchi, Vice President of COMDISCO RESOURCES, INC., a Delaware corporation.

(Wyoming)

The foregoing instrument was acknowledged before me by Richard A. Finocchi, Vice President of COMDISCO RESOURCES, INC., a Delaware corporation, this 27th day of September, 1994.

Betty A. Herrold
Betty A. Herrold
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison, PH-1
Denver, Colorado 80210

My commission expires: July 26, 1998

(NOTARY SEAL)

[redacted] [redacted] [redacted]

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

(Colorado)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by J.W. Decker, President and Chief Executive officer of CONSOLIDATED OIL & GAS, INC., a Delaware corporation. Witness my hand and official seal.

(Michigan)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by J.W. Decker, President and Chief Executive Officer of CONSOLIDATED OIL & GAS, INC., a Delaware corporation, on behalf of the corporation.

(Montana and Texas)

This instrument was acknowledged before me on September 27, 1994, by J.W. Decker, as President and Chief Executive Officer of CONSOLIDATED OIL & GAS, INC., a Delaware corporation.

(North Dakota)

On this 27th day of September in the year 1994, before me personally appeared J.W. Decker, known to me to be the President and Chief Executive Officer of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

Before me, a notary public, in and for said state, on this 27th day of September, 1994, personally appeared J.W. Decker, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and Chief Executive Officer 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 CONSOLIDATED OIL & GAS, INC., a Delaware corporation.

(Utah)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by J.W. Decker, President and Chief Executive Officer of CONSOLIDATED OIL & GAS, INC., a Delaware corporation.

(Wyoming)

The foregoing instrument was acknowledged before me by J.W. Decker, President and Chief Executive Officer of CONSOLIDATED OIL & GAS, INC., a Delaware corporation, this 27th day of September, 1994.

Betty A. Herrold
Betty A. Herrold
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison, PH-1
Denver, Colorado 80210

My commission expires: July 26, 1998

(NOTARY SEAL)

PREAMBLE TO

EXHIBIT A

1. Lessor Identification.

a. USA and BIA. The full name of the lessor for leases issued by the United States of America has been abbreviated as "USA". Leases issued by the Bureau of Indian Affairs, the various Indian tribes or Tribal leasing authorities are identified by the abbreviation "BIA". These abbreviations are followed by the lease number assigned by the relevant lessor, e.g., USA-C-24617.

b. M, ORR and R. References under Lessor category to M, ORR and R followed by a number have the following meanings:

M--Mineral interest.
ORR-Overriding royalty interest.
R--Royalty interest.

2. Recording Information. In cases where two numbers appear for "Recording Information," the first number refers to the book or volume number and the second number refers to the page or document number. In cases where only one number is listed, the number refers to a document or instrument number.

Recording information for the M (mineral interest), ORR (overriding royalty interest) and royalty interest) tracts are not provided in all cases because the purpose of the conveyance is to convey all of assignors' interest under the described lands and not to be limited to a specific lease or deed reference.

Recording information is sometimes repeated due to a computer program that lists recording information for each tract.

3. No Depth Limitations. Depth limitations contained in Exhibit A shall not be deemed to limit the interests covered hereby.

4. County Counterparts. To facilitate recording, only the pertinent pages of Exhibit A will be filed for recording in the following counties:

State/County	Pages
Colorado	
Moffat	4
Rio Blanco	5
San Miguel	1
Weld	2
Yuma	3
Michigan	
Newaygo	6
Montana	
Richland	17, 18, 22, 28
Roosevelt	19, 29
Sheridan	7-16, 20, 21, 23, 24, 30
Valley	16, 25-27

State/County	Pages
North Dakota	
Billings	32, 85, 86, 93-100, 102-104, 134, 145, 154, 155, 173, 180
Bottineau	127, 128
Burke	124, 179
Divide	44-69, 71-73, 109, 134, 145, 164-166
Dunn	87-89, 157, 161
Golden Valley	122, 180
McKenzie	31, 33-35, 43, 76-79, 101, 105, 106, 113-120, 123, 129-132, 134, 140-145, 148, 152, 153, 158, 168-172, 174-176, 178, 181
McLean	82, 83, 84
Mountrail	80, 81, 90-92, 137
Renville	112, 121, 150, 151
Stark	156
Ward	134, 136, 177
Williams	36-42, 70, 74, 75, 107, 108, 110, 111, 116, 125, 126, 133, 134, 138, 139, 141, 145, 146, 147, 149, 159, 160, 162, 163, 167
Oklahoma	
Caddo	258-263, 266-283
Latimer	201-208, 253-257, 264-265
Noble	209-252
Nowata	182-200
Stephens	284-288
Texas	
Brazos	291-314
Frio	289
Jim Wells	316
LaSalle	290
Roberts	315
Utah	
San Juan	317, 318
Wyoming	
Campbell	319-332, 334
Laramie	336
Lincoln	335
Sublette	337
Uinta	333,338

LEASE NUMBER: 507004/01
LESSOR: ORR-66
LESSEE: COMDISCO RESOURCES, INC.
LEASE DATE: 03/17/1987
EFFECTIVE DATE:
RECORDING DATA: Tract 001
State WYOMING
County SUBLETTE
Tract 002
State WYOMING
County SUBLETTE

DESCRIPTION: Tract 001
T28N-R115W
SEC. 26: ALL

DESCRIPTION: Tract 002
T28N-R115W
SEC. 27: NE/4

425

AGREEMENT, ASSIGNMENT AND BILL OF SALE

THE ESPERANZA CORPORATION, a Nevada corporation ("*Assignor*"),718 17th Street, Suite 808, Denver, Colorado 80202 (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, April 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, 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.

249136

RECORDED Oct. 20, 1994 9:50 A M
IN BOOK 220+6 PAGE 425
FEES 14.25 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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, 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.

4. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents and representatives from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, court costs, 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 after the Effective Date, including, without limitation, any obligation of Assignee or any other person under any litigation, any obligation of Assignee 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 after the Effective Date, and the obligations and liabilities of Assignee 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 June 2, 1994.

Executed this _____ day of September, 1994 effective for all purposes as of the Effective Date.

ASSIGNOR:

ATTEST:

THE ESPERANZA CORPORATION

By: _____
Charles B. Greene
Assistant Secretary

By: _____
James D. Brownlie
Vice President

ASSIGNEE:

ATTEST:

PRESIDIO EXPLORATION, INC.

By: _____
Bruce R. DeBoer
Secretary

By: _____
Robert L. Smith
President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by James D. Brownlie, as Vice President of The Esperanza Corporation on behalf of said corporation.

Witness my hand and notarial seal this 23rd day of September, 1994.

My Commission Expires:

6-11-95

(Seal)

My Comm. expires 6/11/95

_____
Notary Public in and for the
State of Colorado

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Robert L. Smith, President of Presidio Exploration, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 23rd day of September, 1994.

My Commission Expires:

MY COMMISSION EXPIRES:
May 3, 1997

(Seal)

_____
Notary Public in and for the
State of Colorado

E X H I B I T "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: BIRD CANYON

AQ	LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501739 WY-10993**	02 USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 7: SE/4
GA	6501739 WY-10993**	05 USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 6: N/2NE/4
GA	6501764 WY-11109**	01 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 8: S/2SW/4
GA	6501764 WY-11109**	04 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: NW/4
GA	6501764 WY-11109**	05 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: SW/4
GA	6501796 WY-12319**	02 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 8: NW/4
GA	6501796 WY-12319**	03 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 6: S/2NE/4
GA	6501796 WY-12319**	05 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 8: N/2SW/4
GA	6501796 WY-12319**	06 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 6: SE/4
GA	6501796 WY-12319**	07 USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 7: NE/4

428

E X H I B I T "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: BIRD CANYON

LEASE AQ	NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501797	01 USA W-35398	07/01/1972	BK 63 PG 605	T 27 N R 111 W
WY-12320**		HELEN M. DONALDSON			SEC 17: NE/4
GA	6501797	02 USA W-35398	07/01/1972	BK 63 PG 605	T 27 N R 111 W
WY-12320**		HELEN M. DONALDSON			SEC 8: SW/4SE/4
GA	6501857	01 USA W-67178	04/01/1979	BK 66 PG 419	T 27 N R 112 W
WY-13663**		PHYLLIS HANSON			SEC 1: LOTS 1, 2, S/2NE/4

429

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE #USA Wyoming 020123

KNOW ALL MEN BY THESE PRESENTS, That Helen Virginia Smith, Assignor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied, an overriding royalty unto the following party:

Charles L. Smith and Helen Virginia Smith, Husband and Wife, as Tenants by the Entirety, with Right of Survivorship and not as Tenants in Common, Assignee.

Being in all a total of an undivided ~~.003750~~ 1/4 of 1% of 8/8 lse overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Campbell County, State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, for the following real property, to-wit:

Township 27 North, Range 112 West, 6th P.M.
Section 6: All
Section 8: W½
Section 17: W½NW¼, SE¼NW¼, SW¼
Section 20: NW¼, N½SW¼, SW¼SW¼, Lot 6
Sublette County, Wyoming, containing 1520.60 acres, more or less.

WITNESS my hand this 26th day of August, 1994.

WITNESS:

Cathy L Casson

x Helen Virginia Smith
Helen Virginia Smith

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Helen Virginia Smith, this 26th day of August, 1994.

Witness my hand and official seal.

Mary J. Kampa
Notary Public

My Commission Expires:

Dec. 13, 1994

MARY J. KAMPA - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Dec. 13, 1994

C:\1-LTP\122-TFUN\TF-201A

249170
249170

RECORDED Oct. 24 1994 8:30 AM
IN BOOK 99 OR 46 PAGE 430
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sayton

430

431

195053-00
WY-36432

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-113417

Lease Effective Date
(Anniversary Date)
10-01-1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1 **Assignee*** Meridian Oil Inc.
Street 5613 DTC Parkway
City, State, ZIP Code Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T32N-R110 W Sec. 2: Lots 1, 2, 3, 4, S½S½ Sec. 3: Lots 1, 2, 3, 4, S½S½ Sec. 4: Lots 1, 2, S½SE¼ Sec. 11: E½NE¼ Containing approximately 891.26 acres	100%	100%	None	None	None

249228
8
RECORDED Oct. 25 1994 9:20 AM
IN BOOK 99 PAGE 431
FEES 10.00 Mary L. Lyttle COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 for land description indicated on reverse of this form.

Assignment approved effective APR 01 1994

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 14 1994
(Date)

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

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 7 day of March, 19 94

Name of Assignor as shown on current lease Shama Kafar Limited Partnership
Please type or print

Assignor Gilman A. Hill, General Partner
(Signature)
or
Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood CO 80112
(City) (State) (Zip Code)

Executed this 9th day of March, 19 94

Assignee _____
(Signature)
or
Attorney-in-fact John C. Beck
(Signature)
John C. Beck, 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.

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

Attached to and made a part of Assignment of Record Title for WYW-113417
from SHAMA KAFAR LIMITED PARTNERSHIP to MERIDIAN OIL INC.
dated March 7, 1994

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared **John C. Beck** known to me to be the person whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **MERIDIAN OIL INC.**, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, 1994.

My commission expires:
December 21, 1997

LORETTA SCHWEHR NOTARY PUBLIC STATE OF COLORADO

Loretta Schwehr

Notary Public: Loretta Schwehr
Residing at Englewood, CO 80111

STATE OF COLORADO)
) §
COUNTY OF Arapahoe)

BEFORE ME, the undersigned authority, on this day personally appeared **Gilman A. Hill** known to me to be the person whose name is subscribed to the foregoing instrument as **General Partner of Shama Kafar Limited Partnership**, a Limited Partnership, 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 7th day of March, 1994.

My commission expires:
4-2-96

PUBLIC STATE OF COLORADO

Notary Public: David A. Hill
Residing at Littleton, CO 80122

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-113418

Lease Effective Date
(Anniversary Date)
10-01-1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Meridian Oil Inc.
Street 5613 DTC Parkway
City, State, ZIP Code Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T33N-R110W Sec. 22: E½E½, NW¼NE¼ Sec. 26: All Sec. 27: E½E½ Sec. 34: E½NE¼, NE¼SE¼ Sec. 35: All Containing Approximately 1760.00 acres	100%	100%	None	None	None

249229

RECORDED Oct. 25, 19 94 9:20a M
IN BOOK 9910+6 PAGE 1134
FEES 10.00 Mary L. 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

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

Assignment approved for above described lands;

☐ Assignment approved for attached land description

signment approved effective APR 01 1994

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

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 14 1994
(Date)

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

435

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 7 day of March, 1994

Name of Assignor as shown on current lease Shama Kafar Limited Partnership
Please type or print

Assignor Gilman A. Hill, General Partner
or (Signature)
Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood CO 80122
(City) (State) (Zip Code)

Executed this 9th day of March, 1994

Assignee _____
or (Signature)
Attorney-in-fact _____
(Signature)

John C. Beck, Attorney

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

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

[redacted] [redacted] [redacted]

Attached to and made a part of Assignment of Record Title for WYW-113418
from SHAMA KAFAR LIMITED PARTNERSHIP to MERIDIAN OIL INC.
dated March 7, 1994

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared **John C. Beck** known to me to be the person whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **MERIDIAN OIL INC.**, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, 1994.

My commission expires:
December 21, 1997

LORETTA SCHWEHR NOTARY PUBLIC STATE OF COLORADO

Loretta Schwehr
Notary Public: Loretta Schwehr
Residing at Englewood, CO 80111

STATE OF COLORADO)
) §
COUNTY OF Arapahoe)

BEFORE ME, the undersigned authority, on this day personally appeared **Gilman A. Hill** known to me to be the person whose name is subscribed to the foregoing instrument as **General Partner of Shama Kafar Limited Partnership**, a Limited Partnership, 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 7th day of March, 1994.

My commission expires:
4-7-98

DAVID A. HILL NOTARY PUBLIC STATE OF COLORADO

Notary Public: David A. Hill
Residing at Littleton, CO 80122

437

WY-36430

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-114051

Lease Effective Date
(Anniversary Date)
12-01-1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Meridian Oil Inc.
Street 5613 DTC Parkway
City, State, ZIP Code Englewood CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T33N-R110W Sec: 23: All Containing Approximately 640.00 acres	100%	100%	None	None	None

249230

RECORDED Oct. 25, 1994 9:20 AM
IN BOOK 99 PAGE 437
FEES 10.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 APR 01 1994

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 14 1994
(Date)

Part II (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

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 7 day of March, 19 94

Name of Assignor as shown on current lease Shama Kafar Limited Partnership
Please type or print

Assignor or Attorney-in-fact Gilmon A. Hill, General Partner
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, CO 80112
(City) (State) (Zip Code)

Executed this 9th day of March, 1994

Assignee or Attorney-in-fact John C. Beck
(Signature)

John C. Beck, 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.

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

Attached to and made a part of Assignment of Record Title for WYW-114051
from SHAMA KAFAR LIMITED PARTNERSHIP to MERIDIAN OIL INC.
dated March 7, 1994

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared **John C. Beck** known to me to be the person whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **MERIDIAN OIL INC.**, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, 1994.

My commission expires:
December 21, 1997

LORETTA SCHWEHR NOTARY PUBLIC STATE OF COLORADO

Loretta Schwehr
Notary Public: Loretta Schwehr
Residing at Englewood, CO 80111

STATE OF COLORADO)
) §
COUNTY OF Arapahoe)

BEFORE ME, the undersigned authority, on this day personally appeared **Gilman A. Hill** known to me to be the person whose name is subscribed to the foregoing instrument as **General Partner of Shama Kafar Limited Partnership**, a Limited Partnership, 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 7th day of March, 1994.

My commission expires:
4-7-96

PUBLIC COLORADO

Notary Public: David A. Hill
Residing at Littleton, CO 80122

[redacted] ASSIGNMENT OF [redacted] AND GAS LEASE [redacted]

249231

STATE OF NEW YORK (
(
COUNTY OF NEW YORK (

RECORDED Oct. 25, 1994 9:35 AM
IN BOOK 98046 PAGE 440
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, Abraham E. Getzler, 12 W. 96th Street, N.Y., N.Y. 10025, And Rochelle Horowitz, 250 E. Olive Street, Long Beach, N.Y. 11561

(hereinafter called 'ASSIGNOR'), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY UNTO Eva Getzler, 12 W. 96th Street, N.Y., N.Y. 10025

(hereinafter called 'ASSIGNEE'), all of Assignor's right, title and interest in and to the Oil and Gas Leases shown on Exhibit A attached, situated in the Counties of Lincoln and Sublette, State of Wyoming.

THIS Assignment is given without warranty either express or implied.

EXECUTED this 16th day of September, 1994.

Abraham E. Getzler

Rochelle Horowtiz

STATE OF New York

COUNTY OF New York

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Abraham Getzler AND Rochelle Horowtiz KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT She/he EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th DAY OF September, 1994.

My Commission Expires: 6/22/96

SHARON A. MORRISON
Notary Public, State of New York
No. 03-4998176
Qualified in ~~Bronx~~ New York County
Commission Expires June 22 96

Notary Public in and for the State of New York

EXHIBIT A

LEASE NO: 0050344-000
DATE: July 1, 1947
LESSOR: USA WY-066702 (segregated EV-023229)
LESSEE: Harry Failing
DESCRIPTION: Township 27 North, Range 112 West
Section 10: Lots 4, 5
Sublette, Wyoming
RECORDED: Book 89, Page 52 - Sublette County, Wyoming

LEASE NO: 0050220-000
DATE: February 1, 1951
LESSOR: USA WY-04015-B (segregated WY-04015)
LESSEE: Charles Getzler
DESCRIPTION: Township 30 North, Range 112 West
Section 29: NENW
Sublette, Wyoming
RECORDED:

LEASE NO: 0050227-000
DATE: March 1, 1951
LESSOR: USA WY-04101-B (segregated WY-04101)
LESSEE: William F. Delvie
DESCRIPTION: Township 30 North, Range 112 West
Section 29: SENW
Sublette, Wyoming
RECORDED: Book 94, Page 367 - Sublette County, Wyoming
Book 339, Page 179 - Kemmerer County, Wyoming

LEASE NO: 0050180-0000
DATE: July 1, 1947
LESSOR: USA EV-023229-A
LESSEE: Harry Failing
DESCRIPTION: Township 27 North, Range 112 West
Section 21: Lots 9, 10, 11, SWSW
Sublette, Wyoming
RECORDED: Book 89, Page 52 - Sublette County, Wyoming

LEASE NO: 0050299-000
DATE: July 1, 1947
LESSOR: USA WY-059585 (segregated EV-023229)
LESSEE: Harry Failing
DESCRIPTION: Township 27 North, Range 112 West
Section 9: Lots 2, 3
Section 20: Lots 3,4
Sublette Wyoming
RECORDED: Book 89, Page 52 - Sublette County, Wyoming

[redacted] [redacted] [redacted]

EXHIBIT A

LEASE NO: 0050067-000
DATE: August 1, 1950
LESSOR: USA WY-02274
LESSEE: Albert E. Shaw
DESCRIPTION: Township 30 North, Range 113 West
Section 13: NWNW
Sublette, Wyoming
RECORDED: Book 94, Page 86 - Sublette County, Wyoming
Book 338, Page 276 - Kemmerer County, Wyoming

LEASE NO: 0050239-000
DATE: November 1, 1955
LESSOR: USA WY-036663-A
LESSEE: Helen E. Isenhour

DESCRIPTION: Township 29 North, Range 112 West
Section 17: SESE
Sublette, Wyoming
RECORDED: Book 69, Page 1 - Sublette County, Wyoming

ASSIGNME.DOC

RS

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-88580

RECEIVED
BUREAU OF LAND MANAGEMENT
SEP 17 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING
AUCTION

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: Bernard I. Grosser

Street: 511 Perry Hollow Road

City, State, Zip Code: Salt Lake City, UT 84103

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

249256

RECORDED Oct. 27, 19 94 8:55 AM
IN BOOK 99846 PAGE 443
FEES $ 10.00 Mary L. Lindsey 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. R. Meridian State County

T 31 N, R 109 W, 6th Prin. Mer., Sublette
Sec 30: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
31: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E½

R

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 12 1994
BUREAU OF LAND MANAGEMENT

Total acres in lease 1028.88

Rental retained $ 1029.00

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease. Lands in offer were not within a known geologic structure on 21 SEP 1984

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)
ANDREW L. TARSHIS
Chief, Oil and Gas Section (Title)
OCT 09 1984 (Date)

Gene C. Hikkuri ACTING
District Manager

EFFECTIVE DATE OF LEASE NOV 01 1984

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7) Rock Springs District

ORIGINAL

4. (a) Undersigned cert[redacted] offeror is a citizen of the United States; an association [redacted]izens; a municipality; or a corporation organized under[redacted] the United States or of any State or Territory th[redacted] parties holding an interest in the offer are in compliance [redacted] CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

Duly executed this 16th day of August, 19[illegible] Bernard D. Lanier

(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. On the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations--Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-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 [illegible] 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.

CERTIFIED to be a true and comparative copy of the official records of the BUREAU OF LAND MANAGEMENT OCT 12 1994

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.

)-88580

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Manager, Bureau of Land Management.

No occupancy or other surface disturbance will be allowed within 300 feet of Lander Cutoff. 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 habitat, exploration, drilling, and other development activity will be allowed only during the period from November 15 to May 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any given year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

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 1 3/4-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.

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 17 1994
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1994 AUG 20 AM 9:30
RECEIVED
CHEYENNE, WYOMING

Aug 16, 1994 ✓ Edward D. Green ✓
Date Signature

Form 3110-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 DEC 21 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-88580

Lease Effective Date (Anniversary Date)
November 1, 1984

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Spirit Life
Street P.O. Box 5036
City, State, ZIP Code Englewood, Colorado 80155

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Sublette County, Wyoming 6th P.M. Township 31N, Range 109 West Sec. 30: Lots 1,2,3,4,5,6,7,8,9,10,11,12 Sec. 31: Lots 1,2,3,4,5,6,7,8,9,10,11,12, E/2 Containing 1028.88 acres more or less	100%	100%	0%	3.0%	-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.

249257
RECORDED Oct. 27, 19 94 8:55 AM
IN BOOK 99 PAGE 446
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sapton

CERTIFIED
to be a true and comparative copy of the official records on file
OCT 12 1994
BUREAU OF LAND MANAGEMENT

RECEIVED
CHEYENNE, WYOMING
90 FEB 15 AM 9:30
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

Assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 01 1990

☐ Assignment approved for land description indicated on reverse of this form.

Pamela J. Lewis
SUPERVISORY LAND LAW EXAMINER

FEB 20 1990

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 60 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 12/15/89

CERTIFIED
to be a true and comparative copy of the official records on file
OCT 12 1994
BUREAU OF LAND MANAGEMENT

Dr. Bernard I. Grosser

Date 12/13/89

Craig S. Hill

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 18th day of December, 1989, by Bernard T. Grosser.

Witness my hand and official seal.

My commission expires:

Nov. 17, 1990

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 12 1994
BUREAU OF LAND MANAGEMENT

Barbara L. Young
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 12 1994
BUREAU OF LAND MANAGEMENT

Form 3000-3 [redacted]
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:32

RECEIVED
CHEYENNE, WYOMING

UNITE[redacted]TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]PPROVED
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-88580

Lease Effective Date
(Anniversary Date)
11-1-84

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street d/b/a Alpine Gas Company
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T31N-R109W, 6th P.M. Sec. 30: Lots 1-12 Sec. 31: Lots 1-12, E½ Containing 1028.88 acres more or less Sublette County, Wyoming	100%	100%	-0-	3.0%	3.0%

249258

RECORDED Oct. 27 1994 8:55 AM
IN BOOK 99 PAGE 448
FEES 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 28 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 JUN 01 1994

☐ Assignment approved for land description indicated on reverse of this form.

Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 1 1994
(Date)

ORIGINAL

449

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.

NM8328

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 12 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 16th day of May, 19 94

Name of Assignor as shown on current lease Spirit Life
Please type or print

Assignor Craig S. Hill PRESIDENT
or (Signature)
Attorney-in-fact _____
(Signature)

10753 Varese Lane
(Assignor's Address)

Northglenn, Colorado 80234
(City) (State) (Zip Code)

Executed this 16 day of May, 19 94

Shama Zoe Limited Partnership
dba Alpine Gas Co.
Assignee _____
(Signature)
or
Attorney-in-fact Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/87...

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEMENT

Serial No. [redacted]913

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 Sharpe Howard O
Street 9357 S Prairie Vw Dr
City, State, Zip Code Highlands Ranch, CO 80126

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

24929
249296

RECORDED Nov. 1 1994 9:30A M
IN BOOK 99 946 PAGE 450
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 031ON R. 110OW Meridian 06th State WY County Sublette
sec. 021 LOTS 3-6,8;
021 NWNW,S2NW,NESW,W2SE;
028 NWNE;

Total acres in lease 383.920
Rental retained $ 576.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (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)

FOR LESSEE

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 _____ day of _____, 19 94 Howard A Sharp

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEMENT

Serial No [redacted]915

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 Sauter Douglas K
   Street 3403 E Euclid Ave
   City, State, Zip Code Littleton, CO 80121

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 _____

249297

RECORDED Nov. 1, 1994 9:30 A M
IN BOOK 990 Misc PAGE 452
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033ON R. 110W 06th Meridian WY State Sublette County
sec. 030 LOTS 1-4;
030 E2,E2W2;

Total acres in lease 630.080
Rental retained $ 958.50

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 Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner (Title) MAR 08 1994 (Date)

EFFECTIVE DATE OF LEASE APR 01 1994

(Continued on reverse)

FOR LESSEE

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 23rd day of MARCH, 19 94 Douglas K. Cauley

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

(October 1992) [redacted] DEPARTMENT OF THE INTE[redacted] BUREAU OF LAND MANAGEM[redacted] 19 14

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 Sauter Douglas K
   Street 3403 E Euclid Ave
   City, State, Zip Code Littleton, CO 80121

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 ____

249298

RECORDED Nov. 1 1994 9:30 AM
IN BOOK 99 Misc PAGE 454
FEES 8.00 Mary A. Lou COUNTY CLERK
SUBLETTE COUNTY CLERK
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. 033ON R. 110W Meridian 06th State WY County Sublette
sec. 020 ALL;

Total acres in lease 640.000
Rental retained $ ~~960.00~~

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ 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

FOR LESSEE

(Continued on reverse)

455

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 23rd day of MARCH, 19 94 Douglas K. Jones

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEMENT

Serial No. [redacted]1920

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 Sauter Douglas K
   Street 3403 E Euclid Ave
   City, State, Zip Code Littleton, CO 80121

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 _____

249299

RECORDED Nov. 1, 1994 9:30 AM
IN BOOK 99 MISC 6 PAGE 456
FEES 8.00 Mary L. Lyon COUNTY CLERK
SUBLETTE COUNTY CLERK
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. 030ON R. 111OW 06th Meridian WY State Sublette County

Sec. 022 ALL;
023 ALL;
025 W2NE,W2,NWSE;

Total acres in lease 1720.000
Rental retained $ ~~2580.00~~

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 _____

Supervisory Land Law Examiner (Signing Officer) MAR 08 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE APR 01 1994

(Continued on reverse)

FOR LESSEE

457

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 23rd day of MARCH, 19 94 Douglas K. Santos

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEMENT

Serial No. [redacted]1910

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: Sauter Douglas K
Street: 3403 E Euclid Ave
City, State, Zip Code: Littleton, CO 80121

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 _____

249300

RECORDED NOV. 1, 1994 9:30 AM
IN BOOK 99D46 PAGE 458
FEES $8.00 Mary L. Gallagher COUNTY CLERK
SUBLETTE COUNTY CLERK
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. 0300N R. 110W Meridian 06th State WY County Sublette
sec. 009 LOTS 5;
012 LOTS 5;

Total acres in lease 39.420 ~~60.00~~
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ 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)

FOR LESSEE

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 23rd day of MARCH, 19 94 Douglas K. Sanders

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEMENT

Serial No. [redacted]912

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 Sauter Douglas K
   Street 3403 E Euclid Ave
   City, State, Zip Code Littleton, CO 80121

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 _____

249301

RECORDED Nov. 1, 1994 9:30AM
IN BOOK 99 Misc PAGE 460
FEES 8.00 Mary L. Gourley COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 031ON R. 110OW 06th Meridian WY State Sublette County

sec. 001 S2;
002 S2;
003 S2;
010 ALL;
011 ALL;
012 N2;

Total acres in lease 2560.000
Rental retained $ ~~3840.00~~

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ 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)

FOR LESSEE

461

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 23rd day of MARCH, 19 94. Douglas K. Lanter

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

393304

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.

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [redacted] WYW131922

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 Sauter Douglas K
   Street 3403 E Euclid Ave
   City, State, Zip Code Littleton, CO 80121

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 _____

249302

RECORDED Nov. 1, 1994 9:30 AM
IN BOOK 99 pt 6 PAGE 462
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
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. 035ON R. 111OW 06th Meridian WY State Sublette County

sec. 015 ALL;
022 ALL;
023 S2N2,S2;
024 ALL;
027 N2N2;

Total acres in lease 2560.000
Rental retained $ ~~3840.00~~

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

Noncompetitive lease (ten years)

Competitive lease (ten years)

Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner
(Title)

MAR 07 1994
(Date)

EFFECTIVE DATE OF LEASE APR 01 1994

(continued on reverse)

FOR LESSEE

462

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 23rd day of MARCH, 19 94. Douglas K. Dantes

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

Form 100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEME[redacted]

Serial No. [redacted]921

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 Sauter Douglas K
   Street 3403 E Euclid Ave
   City, State, Zip Code Littleton, CO 80121

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 _____

249303

RECORDED Nov. 1, 1994 9:30 A.M.
IN BOOK 99 Misc. PAGE 464
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 032ON R. 111W 06th Meridian WY State Sublette County

sec. 008 N2SE,SESE;
009 S2;
010 S2SW;

Total acres in lease 520.000
Rental retained $ 780.00

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 MAR 17 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE APR 01 1994

FOR LESSEE

(continued on reverse)

465

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 23rd day of MARCH, 19 94. Douglas K. Sanders

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 JUN -7 PM 1:48

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-114057

Lease Effective Date
(Anniversary Date)
January 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements other than us form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 30 N, R 111 W Sec. 5: S2N2, S2 Containing 480.00 acres Subject to attached reassignment rider 249304 RECORDED Nov. 1, 1994 9:30AM IN BOOK 99 PAGE 466 FEES 8.00 Mary A. Lupfer COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Sexton	100%	100%	None	5.0% of 8/8	None

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

ORIGINAL

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 01 1994

☐ Assignment approved for land description indicated on reverse of this form.

Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 25 1994
(Date)

needed.

...additional assignees in item No. 1, if needed, or for Land Description in Item No. 2, if ...

467

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 ...n 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 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 6 day of June, 1994

Assignee Shama Zoe Limited Partnership
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

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 ...diction.

*U.S. Government Printing Office: 1991 — 573-016/28062

Effective [redacted]
Form ML-2
(revised 7-92)

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENT MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 93-00555, effective December 2, 19 93.
described completely as follows:

Township 31 North, Range 112 West, 6th P.M.
Section 36: All

County Sublette Total Acres 640.00

****

ASSIGNOR, High Plains Associates, Inc.

with address at 1600 Broadway, Suite 1565, Denver, CO 80202

being the owner of 100 percent undivided leasehold interest in this lease, described more particularly as:
(undivided leasehold/divided leasehold/overriding royalty)

Same as above

249303

RECORDED Nov 1, 1994 9:30 AM
IN BOOK 99 PAGE 468
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

for good and valuable consideration, hereby assigns to:

(1) Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, assignee, with address at:
7128 S. Poplar Lane, Englewood, CO 80112, 100 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 100 percent of full leasehold interest), insofar as it covers the following described land:

Same as above

containing 640.00 acres, more or less, and retaining (none) percent interest in this lease and reserving unto assignor overriding royalty interest of: 0.83333%

subject to: In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to cquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may render or allow said lease to terminate or expire as to all or any part of the lands concerned.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director 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.

This assignment is made subject to that certain letter agreement between Shama Zoe Limited Partnership and Stanley Energy, Inc. dated May 6, 1994.

469

TO HAVE AND TO HOLD unto assignee, its successors and assigns, subject tot he terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 5th day of May, 1994

High Plains Associates, Inc.
Assignor - Lessee

WITNESS:

_____

By: Jonathan S. Roderick
Title Jonathan S. Roderick, Vice President.

Attest:
Secretary Lynne M. Romanchuk

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
) ss.
County of Denver)

On this 5th day of May, 1994, before me personally appeared Jonathan S. Roderick, to me personally know, who, being by me duly sworn, did say that he is the Vice President of High Plains Associates, Inc. and that the foregoing instrument was signed 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 5th day of May, 1994.

Trina R. Dillehay
Notary Public Trina R. Dillehay

My Commission expires: 10/22/97

Assignment approved by the Director, State Land and Farm Loan Office: SEP 29 1994

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. [redacted]555

STATE [redacted]HING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an

____ Individual

____ Corporation

__X__ General Partnership

__X__ Limited Partnership

Other (Describe) _____

Shama Zoe Limited Partnership, d/b/a Alpine Gas Company

Gilman A. Hill

Assignee's Signature Gilman A. Hill, General Partner

7128 S. Poplar Lane, Englewood, CO 80112

Assignee's Address

May 9, 1994

Date May 9, 1994

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, 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: Shama Zoe Limited Partnership, d/b/a Alpine Gas Company

Address: 7128 S. Poplar Lane

Englewood, CO 80112

Telephone: (303) 771-1101

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

ASSIGNMENT REQUIREMENTS

NOTE: Assignments are not valid until approved by the State Land and Farm Loan Office 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 preformation 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 State Land and Farm Loan Office. A $25.00 nonrefundable filing fee must accompany each assignment form. Copies should be directed to the Assignment Division, State Land and Farm Loan Office.

4. Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. 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 State Land and Farm Loan Office.

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 Director for approval within ninety (90) days of the date of execution.

[redacted] ASSIGNMENT [redacted] RIDING ROYALTY [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

hereinafter called "Assignor" for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, convey, sell, assign and transfer an overriding royalty interest in the percentages set forth below in, under and pursuant to the oil and gas leases and the lands covered thereby as described on the attached Lease Schedule marked Exhibit "A" unto the following:

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	0.0358%
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	0.0143%
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	0.0358%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	0.0143%
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	0.0370%
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	0.1155%
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	0.1155%
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	0.0444%
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	0.0401%
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	0.0405%
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	0.0143%
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	0.0491%
William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-2N8 Canada	0.0301%
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	0.0802%
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	0.0201%

RECORDED Nov. 1 1994 9:30 AM
IN BOOK 99 PAGE 472
FEES 20.00 Mary J. Smith COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

249306

Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.0050%
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.0050%
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0201%
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	0.0100%
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	0.0327%
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0050%
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.0050%
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	0.0201%
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	0.0100%
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	0.0241%
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	0.0100%
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	0.0100%
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.0060%
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	0.1500%
TOTAL OVERRIDING ROYALTY INTEREST ASSIGNED	**1.0000%**

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 17 day of October, 1994, effective, however as of the 14 day of October, 1994.

Gilman A. Hill

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill as General Partner of Shama Zoe Limited Partnership this 17th day of Oct, 1994.

My Commission expires:

Commission Expires Oct. 22, 1994

Beverly J. Church
Notary Public
Address: 9350 E. Arapahoe Rd
Greenwood Village, Co 80112

NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the ___ day of _____, 1994, from Shama Zoe Limited Partnership, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-102773	T32N-R111W, 6th P.M. Sec. 11: All Sec. 13: All Sec. 14: All	1,920.00
WYW-102774	T32N-R111W, 6th P.M. Sec. 23: All Sec. 24: All Sec. 25: E/2, E/2NW/4, SW/4SW/4 Sec. 26: NE/4NW/4, S/2SE/4 Sec. 33: W/2 Sec. 35: NE/4NE/4	2,200.00
WYW-107042	T30N-R108W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2 Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: All	1,823.80
WYW-108911	T33N-R112W, 6th P.M. Sec. 10: SW/4SW/4 Sec. 15: All Sec. 21: NE/4, NE/4NW/4 Sec. 22: NE/4, N/2SE/4, SE/4SE/4 Sec. 27: SE/4NE/4	1,200.00
WYW-114057	T30N-R111W, 6th P.M. Sec. 5: S/2N/2, S/2	480.00
WYW-114058	T31N-R111W, 6th P.M. Sec. 10: SW/4 Sec. 14: E/2, SE/4NW/4, SW/4 Sec. 15: N/2NE/4, SW/4NE/4, SW/4, N/2SE/4, SW/4SE/4	1,080.00
WYW-114062	T33N-R112W, 6th P.M. Sec. 11: All Sec. 12: All	1,280.00
WYW-114856	T33N-R112W, 6th P.M. Sec. 13: All	640.00

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-115609	T30N-R109W, 6th P.M. Sec. 6: Lots 7, 14, E/2SW/4, N/2SE/4 Sec. 7: Lots 7-13, SE/4 Sec. 8: Lots 1, 5, SE/4NE/4, S/2 Sec. 9: All Sec. 10: N/2 Sec. 17: N/2	2,302.18
WYW-115617	T30N-R110W, 6th P.M. Sec. 3: Lots 11-14 Sec. 4: Lots 3, 4, S/2NW/4, SW/4, W/2SE/4 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 9: Lots 2, 3, W/2	1,579.96
WYW-115621	T31N-R111W, 6th P.M. Sec. 22: NW/4NE/4, S/2NE/4, W/2, SE/4 Sec. 23: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 26: All	1,840.00
WYW-115622	T33N-R111W, 6th P.M. Sec. 23: All Sec. 32: S/2SW/4	720.00
WYW-118172	T32N-R110W, 6th P.M. Sec. 25: E/2, E/2W/2, SW/4NW/4, NW/4SW/4 Sec. 35: All	1,200.00
WYW-118866	T32N-R110W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2	601.21
WYW-119474	T30N-R110W, 6th P.M. Sec. 10: Lot 3 Sec. 12: Lots 6-8, SE/4SE/4 Sec. 15: Lot 9, and that portion of the bed of the New Fork River riparian to Lot 9 Sec. 22: Lot 1, and that portion of the bed of the New Fork River riparian to Lot 1 Sec. 29: Lot 7 Sec. 30: Lot 7 T31N-R110W, 6th P.M. Sec. 34: Lot 8, and that portion of the bed of the Green River riparian to Lot 8	224.86
WYW-121680	T30N-R110W, 6th P.M. Sec. 3: That portion of the bed of the Green River riparian to Lots 4-7, 10 Sec. 9: That portion of the bed of the Green River riparian to Lots 2, 3, 5 Sec. 10: That portion of the bed of the Green River riparian to Lots 3, 6 Sec. 15: That portion of the bed of the Green River riparian to Lots 1-3 T31N-R110W, 6th P.M. Sec. 21: That portion of the bed of the Green River riparian to Lots 3-6, 8 Sec. 27: That portion of the bed of the Green River riparian to Lot 4	130.47

SCHEDUL[redacted]SES (contd.)
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-121681	T30N-R110W, 6th P.M. Sec. 31: Lots 2-5, 7-10, 12, E/2E/2 Sec. 32: All Sec. 33: S/2N/2, S/2	1,561.75
WYW-121684	T30N-R111W, 6th P.M. Sec. 6: Lots 1-4 Sec. 9: All	798.69
WYW-121685	T34N-R111W, 6th P.M. Sec. 7: NE/4NE/4 Sec. 9: SW/4NE/4, S/2NW/4 Sec. 18: E/2W/2, NE/4SE/4, S/2SE/4 Sec. 19: NE/4, E/2NW/4, NE/4SE/4 T35N-R112W, 6th P.M. Sec. 34: SE/4NE/4	760.00
WYW-122965	T33N-R111W, 6th P.M. Sec. 11: N/2NW/4 Sec. 18: Lots 1, 2, E/2NW/4 Sec. 22: N/2, SW/4, W/2SE/4 Sec. 27: W/2NE/4, SE/4NE/4, W/2, SE/4 Sec. 30: NE/4 Sec. 32: NW/4NW/4 Sec. 35: E/2	1,918.84
WYW-123476	T30N-R110W, 6th P.M. Sec. 7: Lots 1-4, NE/4, E/2W/2 Sec. 8: All Sec. 17: All Sec. 18: Lots 1-4, E/2, E/2W/2	2,354.48
WYW-124075	T31N-R111W, 6th P.M. Sec. 17: All Sec. 18: Lots 1-4, E/2, E/2W/2 Sec. 20: All Sec. 21: All	2,556.16
WYW-124623	T30N-R109W, 6th P.M. Sec. 3: Lot 4, S/2NW/4, SW/4, SW/4SE/4 Sec. 4: Lots 1-3, S/2NE/4, SE/4NW/4, S/2 Sec. 5: Lots 2-5, S/2NW/4, NW/4SW/4, SE/4SE/4 Sec. 6: Lots 8-13, S/2NE/4 T31N-R109W, 6th P.M. Sec. 32: Lot 5, SW/4NE/4, W/2, W/2SE/4 Sec. 33: Lots 4, 7, E/2, E/2NW/4	2,422.70
WYW-124624	T30N-R109W, 6th P.M. Sec. 15: All Sec. 17: S/2 Sec. 20: All Sec. 21: All Sec. 22: W/2	2,560.00
WYW-124628	T30N-R110W, 6th P.M. Sec. 24: All Sec. 25: All	1,280.00
WYW-124629	T30N-R110W, 6th P.M. Sec. 26: All Sec. 35: All	1,280.00

Lease Serial Number	Description of Land	Acres
WYW-124630	T31N-R110W, 6th P.M. Sec. 19: Lots 1-4, E/2, E/2W/2 T31N-R111W, 6th P.M. Sec. 24: All Sec. 25: N/2, NW/4SW/4, N/2SE/4, SE/4SE/4	1,723.04
WYW-124634	T30N-R111W, 6th P.M. Sec. 1: Lots 1-4, S/2N/2, S/2 Sec. 2: Lots 1-4, S/2N/2, S/2 Sec. 12: All Sec. 13: NW/4NW/4	1,957.98
WYW-124636	T33N-R111W, 6th P.M. Sec. 11: E/2 Sec. 12: All Sec. 13: All Sec. 14: E/2 Sec. 35: W/2	2,240.00
WYW-125137	T30N-R109W, 6th P.M. Sec. 24: S/2 Sec. 25: S/2 Sec. 26: All Sec. 27: All Sec. 28: All	2,560.00
WYW-125138	T31N-R109W, 6th P.M. Sec. 7: Lots 1-12, W/2SE/4, SE/4SE/4 Sec. 18: Lots 1-12, E/2 Sec. 20: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec. 29: Lots 3, 4, 7	1,804.15
WYW-125139	T31N-R109W, 6th P.M. Sec. 19: Lots 1-12, E/2 Sec. 29: W/2NE/4, W/2 Sec. 30: E/2 T31N-R110W, 6th P.M. Sec. 24: E/2 Sec. 25: All	2,356.99
WYW-125140	T30N-R110W, 6th P.M. Sec. 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 T31N-R110W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2 Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: All	2,459.74
WYW-125141	T31N-R110W, 6th P.M. Sec. 12: S/2 Sec. 13: All Sec. 14: All Sec. 23: All Sec. 24: W/2	2,560.00
WYW-125144	T31N-R111W, 6th P.M. Sec. 19: Lots 1-3, E/2, E/2W/2 Sec. 28: All Sec. 29: All Sec. 30: Lots 1-4, E/2, E/2W/2	2,515.52
WYW-125145	T31N-R111W, 6th P.M. Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec. 33: N/2, N/2SW/4, SE/4SW/4, SE/4	1,838.74

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-125638	T33N-R111W, 6th P.M. Sec. 6: Lot 7, SE/4SW/4 Sec. 7: Lots 1-4, E/2W/2 Sec. 18: Lots 3, 4, E/2SW/4 Sec. 19: Lots 1-4, E/2W/2 Sec. 30: Lots 1-4, E/2W/2 Sec. 31: Lots 1, 2, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4	1,515.28
WYW-129703	T33N-R111W, 6th P.M. Sec. 11: E/2 Sec. 12: All Sec. 13: All Sec. 14: E/2	1,920.00
WYW-129704	T34N-R111W, 6th P.M. Sec. 13: S/2 Sec. 24: N/2	640.00
WYW-130732	T30N-R110W, 6th P.M. Sec. 19: Lots 1-4, N/2NE/4, E/2W/2 Sec. 28: Lot 5 Sec. 29: Lots 1-6, E/2SW/4, SE/4 Sec. 30: Lots 3, 4, 10, 11, NE/4NW/4	965.79
WYW-130735	T30N-R111W, 6th P.M. Sec. 6: Lots 5-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 7: Lot 1, 2, NE/4, E/2NW/4 Sec. 8: All	1,439.00
WYW-130736	T31N-R111W, 6th P.M. Sec. 3: Lots 1-4, S/2N/2, SW/4, NW/4SE/4, S/2SE/4 Sec. 4: Lots 1-4, S/2N/2, S/2 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 8: All	2,522.64
WYW-130737	T31N-R111W, 6th P.M. Sec. 9: W/2NE/4, SE/4NE/4, NW/4, S/2 Sec. 10: N/2, SE/4 Sec. 27: All	1,720.00
WYW-130738	T31N-R111W, 6th P.M. Sec. 34: All Sec. 35: All	1,280.00
WYW-131910	T30N-R110W, 6th P.M. Sec. 9: Lot 5 Sec. 12: Lot 5	39.42
WYW-131912	T31N-R110W, 6th P.M. Sec. 1: S/2 Sec. 2: S/2 Sec. 3: S/2 Sec. 10: All Sec. 11: All Sec. 12: N/2	2,560.00
WYW-131913	T31N-R110W, 6th P.M. Sec. 21: Lots 3-6, 8, NW/4NW/4, S/2NW/4, NE/4SW/4, W/2SE/4 Sec. 28: NW/4NE/4	383.92
WYW-131914	T33N-R110W, 6th P.M. Sec. 20: All	640.00
WYW-131915	T33N-R110W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2	638.08

SCHEDULE OF LEASES (contd.)
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-131920	T30N-R111W, 6th P.M. Sec. 22: All Sec. 23: All Sec. 25: W/2NE/4, W/2, NW/4SE/4	1,720.00
WYW-131921	T32N-R111W, 6th P.M. Sec. 8: N/2SE/4, SE/4SE/4 Sec. 9: S/2 Sec. 10: S/2SW/4	520.00
WYW-131922	T35N-R111W, 6th P.M. Sec. 15: All Sec. 22: All Sec. 23: S/2N/2, S/2 Sec. 24: All Sec. 27: N/2N/2	2,560.00

State Oil & Gas Leases

93-00555	T31N-R112W, 6th P.M. Sec. 36: All	640.00

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Spirit Life
10753 Varese Lane
Northglenn, CO 80234

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.0054% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6022% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.0054% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6022% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.1314% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	12.9107% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	12.9107% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	4.9633% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.4815% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.5186% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.6022% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.4870% of the overriding royalty interest presently owned by assignor

RECORDED Apr. 1, 19 94 AT 2:30 PM
IN BOOK 99 PAGE 472
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

249307

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	3.3612% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	8.9631% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2408% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5602% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5602% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2408% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1204% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.6491% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5602% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5602% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2408% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1204% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.6890% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1204% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1204% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6722% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	5.0000% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

[redacted] [redacted] [redacted]

EXECUTED as of this 13 day of ~~September~~ October, 1994, effective, however as of the 2nd day of July, 1994.

Craig S. Hill
President of Spirit Life

STATE OF COLORADO)
)ss.
COUNTY OF ~~ARAPAHOE~~ Adams)

The foregoing instrument was executed and acknowledged before me by Craig S. Hill, President of Spirit Life, this 13th day of ~~September~~ October, 1994.

My Commission expires:

Cammie J. Lizer
Firstate Bank of Colorado
11210 Huron St.
Northglenn, CO 80234
My Commission expires: 11-24-97

Notary Public
Address:

CAMMIE J. LIZER
NOTARY PUBLIC, STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the ____ day of September, 1994, from Spirit Life, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-88580	T31N-R109W, 6th P.M. Sec. 30: Lots 1-12 Sec. 31: Lots 1-12, E/2	1,028.88	3.00%

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned,

Spirit Life
10753 Varese Lane
Northglenn, CO 80234

hereinafter called "Assignor" is the owner of various overriding royalty interests in, to and under, and held in connection with those certain Oil and Gas Leases covering lands situated in the County of Sublette, State of Wyoming, said leases and lands being more particularly described on the Lease Schedule marked Exhibit "A" which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, have sold, transferred and conveyed, and by these presents do sell, transfer and convey unto the following Assignees certain of Assignor's overriding royalty interests in and to said lands and leases. It is the intent of the Assignor to convey individually unto the herein named Assignees the percent set forth opposite the assignee's name, of whatever overriding royalty interest is presently owned by Assignor in, under and pursuant to the oil and gas leases and the lands covered thereby as set forth in the aforementioned Exhibit "A".

ASSIGNEE'S NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Charles H. & Carol M. Hasper 7000 E. Quincy Ave., #F-118 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Donna K. Sharpe 9357 S. Prairie View Drive Highlands Ranch, CO 80126	1.6443% of the overriding royalty interest presently owned by assignor
Irvin R. & Colleen S. Rinehart 7000 E. Quincy Ave., #C-209 Denver, CO 80237	4.1108% of the overriding royalty interest presently owned by assignor
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	1.6443% of the overriding royalty interest presently owned by assignor
Don R. Holloway 73 North Ranch Road Littleton, CO 80127-5775	4.2402% of the overriding royalty interest presently owned by assignor
James L. Halcomb 931 Lundy Lane Los Altos, CA 94024	13.2505% of the overriding royalty interest presently owned by assignor
Douglas K. & Kathryn A. Sauter 3403 E. Euclid Avenue Littleton, CO 80121	13.2505% of the overriding royalty interest presently owned by assignor
Christian E. Smith Trust 12434 W. Florida Drive Lakewood, CO 80228	5.0939% of the overriding royalty interest presently owned by assignor
Kenneth M. & Kathryn A. Hill 6503 Antares Road NE Albuquerque, NM 87111	4.5995% of the overriding royalty interest presently owned by assignor
Ralph B. & Teresa L. Lloyd 10 Yosemite Drive Bear, DE 19701	4.6376% of the overriding royalty interest presently owned by assignor
Judith A. Dempsey 7756 S. Trenton Court Englewood, CO 80112	1.6443% of the overriding royalty interest presently owned by assignor
Peter E. & Karen D. Ross 1236 E. Jamison Place Littleton, CO 80122	5.6314% of the overriding royalty interest presently owned by assignor

RECORDED June 1 19 94 9:30AM
IN BOOK 99 PAGE 483
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

249308

William T. Kilbourne Wood Ditton Box 2, Site 2, SSE Calgary, Alberta T3C-3N9 Canada	.1497% of the overriding royalty interest presently owned by assignor
Lavon S. Hill Trust 7128 S. Poplar Lane Englewood, CO 80112	9.1991% of the overriding royalty interest presently owned by assignor
C & J Hill Partnership 10753 Varese Lane Northglenn, CO 80234	2.2997% of the overriding royalty interest presently owned by assignor
Joshua D. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Jonathan P. Hill 10753 Varese Lane Northglenn, CO 80234	0.5749% of the overriding royalty interest presently owned by assignor
Kimberly Hill Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	2.2997% of the overriding royalty interest presently owned by assignor
Michael J. Campbell 15920 SE Brenda Avenue Milwaukie, OR 97267	1.1499% of the overriding royalty interest presently owned by assignor
D & D Hill Partnership 7843 S. Franklin Street Littleton, CO 80122	3.7452% of the overriding royalty interest presently owned by assignor
Rachael N. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Tiffany R. Hill 7843 S. Franklin Street Littleton, CO 80122	0.5749% of the overriding royalty interest presently owned by assignor
Lori L. Schafer 7128 S. Poplar Lane Englewood, CO 80112	2.2997% of the overriding royalty interest presently owned by assignor
Edward D. Schafer III 7128 S. Poplar Lane Englewood, CO 80112	1.1499% of the overriding royalty interest presently owned by assignor
Paul R. & Mildred L. Heitzenrater 6387 E. Hinsdale Avenue Englewood, CO 80112	2.7597% of the overriding royalty interest presently owned by assignor
Linda M. Bullock 4025 S. Pearl Street Englewood, CO 80110	1.1499% of the overriding royalty interest presently owned by assignor
R. Thomas McLean 300 E. Arlington Blvd. Suite 9-B Greenville, NC 27834	1.1499% of the overriding royalty interest presently owned by assignor
Linda M. Bolte 11398 E. Virginia Drive Aurora, CO 80012	0.6899% of the overriding royalty interest presently owned by assignor
Shama Zoe Limited Partnership 7128 S. Poplar Lane Englewood, CO 80112	2.5000% of the overriding royalty interest presently owned by assignor
TOTAL	100.000% of the overriding royalty interest presently owned by assignor

(hereinafter called Assignees). This assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

485

EXECUTED as of this 12 day of ~~September~~, 1994, effective, however as of the 2nd day of July, 1994.

Craig S. Hill
President of Spirit Life

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was executed and acknowledged before me by Craig S. Hill as President of Spirit Life this 13th day of October, 1994.

My Commission expires:

Notary Public

Cammie J. Liz
Firstate Bank of Colorado
11210 Huron St.
Northglenn, CO 80234
My Commission expires: 11-24-97

Address:

CAMMIE J. LIZER
NOTARY PUBLIC, STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain "Assignment of Overriding Royalty" dated the ____ day of September, 1994, from Spirit Life, Assignor, to Charles H. and Carol M. Hasper etal, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres	Overriding Royalty Interest Presently Owned By Assignor
WYW-115616	T30N-R110W, 6th P.M. Sec. 1: Lots 5-18, S/2SE/4 Sec. 2: Lots 5-20 Sec. 3: Lots 3-7, 10 Sec. 10: Lot 6 Sec. 15: Lot 1 Sec. 34: SW/4NE/4, S/2NW/4 S/2	1,814.85	6.00%

[redacted] [redacted] [redacted] 50295-000 Leg. #3

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter referred to as "Assignor" or as "Pan American", hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, a corporation, its successors or assigns, hereinafter referred to as "Assignee", all its right, title and interest in and to the oil and gas lease, covering lands situated in Sublette County, State of Wyoming, described in Exhibit "A" hereto, insofar as said lease covers the land in said county and state, and described in said Exhibit "A" hereto, and all its interest in the well or wells located on said lands, or any equipment in said well or wells to and including wellhead equipment (said lease and land sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. Pan American represents that, except as to overriding royalties or other lease burdens shown on Exhibit "A", the lease and the wells and equipment thereon are free and clear of liens, claims, or encumbrances. Pan American agrees to pay any tax which may be levied or assessed on oil, gas or associated kindred hydrocarbons produced prior to the effective date hereof. The interest in the lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to said overriding royalties set forth in Exhibit "A"; and the Assignee hereby assumes and agrees to pay, its proportionate part of each of said overriding royalties to the extent that it is or remains a burden on the interest in the lease acreage herein assigned.

Pan American does not warrant title to the interest conveyed hereby, but does agree to assume the burden of any overriding royalty, production payment, or other lease burden payable out of production with which the lease acreage is burdened and which are not shown on Exhibit "A".

RECORDED Dec 1 19 94 at 1:05 PM
IN BOOK 99 Misc PAGE 486
FEES 14.00 SUBLETTE COUNTY CLERK
By Cathy Sachs

249324

CERTIFIED
to be a true and [illegible] copy
of the official record on file

JUL 14 1994
BUREAU OF LAND MANAGEMENT

Assignment Approved Effective APR 1 1951

Cecil L. Hase
Manager, Land Office
Box 929, Cheyenne, Wyoming

2. In the event that either party should elect to surrender, let expire, abandon or release all or any of his or its rights in said lease acreage, or any part thereof, said party shall notify the other party not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by the other party, the party desiring to surrender, let expire, abandon or release immediately shall reassign such rights in said lease acreage, or such part thereof, to the other party.

3. This assignment is made subject to all the terms, and the express and implied covenants and conditions of said lease to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their successors, heirs and assigns, but also in favor of the Assignor and its successors and assigns.

4. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:	Pan American Petroleum Corporation Post Office Box 2212 Casper, Wyoming
Assignee:	Belco Petroleum Corporation 630 Third Avenue New York 17, New York

5. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

CERTIFIED
to be a true ... copy
of the offic... file
JUL 1 1 1994
BUREAU OF LAND MANAGEMENT

[redacted] successors, heirs and assigns, [redacted] the terms, covenants and cond[illegible] hereinabove set forth.

EXECUTED, this 6th day of December, 1961.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVE
DLS
Pam

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 6th day of December, 1961, before me appeared [illegible], to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of PAN AMERICAN PETROLEUM CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its board of directors, and said [illegible] acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 6th day of December, 1961.

_____
Notary Public

My Commission Expiree Oct. 3, 1964
My commission expires _____.

OES:ccj (200)
1-18-61

CERTIFIED
to be a true [illegible] copy
of the officia[illegible] file
JUL 11 1994
Cedelle L Kuwalski
BUREAU OF LAND MANAGEMENT

FORM 169 3-80

LEASE SCHEDULE

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ORR
155253	United States of America (W-05751)	Leonard Hay	6-1-51	Township 27 North, Range 112 West Section 7: Lots 1,2,3,4, E/2 W/2 Section 18: Lots 1,2,3,4, E/2W/2	22	39	3% (Previously reserved)

489

CERTIFIED

to be a true and comparative copy of the official records in this office

SEP 26 1994

BUREAU OF LAND MANAGEMENT

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ORR
0444498	United States of America (W-05751-A)	Leonard Hay	6-1-51	Township 27 North, Range 112 West Section 19: Lots 1,2,3,4, E/2W/2	22	39	3% (Previously reserved)

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 29 1994
BUREAU OF LAND MANAGEMENT

040

30245-000
Reg. #3

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, a Delaware Corporation, with an office in the Security Life Building, Denver, Colorado 80202, hereinafter referred to as "Pan American", hereby does bargain, sell, transfer and convey unto BELCO PETROLEUM CORPORATION, a Delaware Corporation, 630 Third Avenue, New York, New York 10017, hereinafter referred to as "Belco", all of its right, title and interest transferred and conveyed by Belco to Pan American by that certain Transfer of Operating Rights instrument dated February 14, 1961, recorded in Book 30 Oil & Gas, page 616 of the realty records of Sublette County, Wyoming, in and to the following described oil and gas lease, to-wit:

Serial No.:	W-05751
Lessor:	United States of America
Original Lessee:	Leonard Hay
Date:	June 1, 1951
Filed and Recorded:	Book 22, Page 39, Sublette County, Wyoming

insofar as said lease covers the following described lands in Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 112 West, 6th PM
Section 18: Lots 1, 2, E/2 NW/4

it being understood and agreed that the rights and interests transferred and conveyed hereby cover only all formations from the surface down to and including the bottom of the Mesaverde formation under said lands.

This transfer and conveyance is made without warranty of title, either express or implied.

CERTIFIED
to be a true copy
of the official file
JUL 1 1994
BUREAU OF LAND MANAGEMENT

249325
249325

RECORDED Nov. 4 19 94 12:05 PM
IN BOOK 99 Orb PAGE 491
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

IN WITNESS WHEREOF, this instrument is executed this 17th day of March, 1967, and shall be effective as to the parties hereto, their successors and assigns, as of 7:00 a.m., March 17, 1967.

POWER OF ATTORNEY AUTHORIZING THE ATTORNEY IN FACT TO EXECUTE THIS INSTRUMENT IS ON FILE UNDER SERIAL NUMBER CHEYENNE 055136-D AND IS STILL IN EFFECT.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVED

STATE OF COLORADO)
: ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by P. H. GARRISON, as Attorney in Fact for PAN AMERICAN PETROLEUM CORPORATION, this 17th day of March, 1967.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires:

My Commission expires Jan. 19, 1971

SECURITY LIFE BUILDING
DENVER, COLORADO — 80202

JRH:ba; 3-17-67; 4 R/E 59-3; Lease No. 155253

CERTIFIED
to be a true copy
of the official file
JUL 11 1994
BUREAU OF LAND MANAGEMENT

493

RE JEST FOR APPROVAL OF ASSIGNMENT of Operating Rights
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [ ] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [x] Yes [ ] No *(If "yes," specify kind)*

Delaware Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file.
W-01332

2. Is the assignee the sole party in interest in this assignment? [x] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [x] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of March , 19 67

ATTEST:

Paul Kershon
Paul Kershon, Asst. Secretary

BELCO PETROLEUM CORPORATION

Jack Saltz (Assignee's Signature)
Vice President
630 Third Avenue, New York, N. Y. 10017
(Address)

CERTIFIED
to be a true copy
of the official file
JUL 11 1994
BUREAU OF LAND MANAGEMENT

Producers 88
Rocky Mountain 1989

OIL AND [redacted] EASE

249328

RECORDED [redacted] 6 94 1:15 M
IN BOOK 99 PAGE 494
FEES 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy

Sale

THIS AGREEMENT, made and entered into this 21st day of July, 19 94, by and between Patricia M. Roberts, formerly known as Patricia Mildred Miller, and Shad Z. Roberts, wife and husband of P.O. Box 11, Daniel, Wyoming 83115 Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called lessor (whether one or more), and

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:

See EXHIBIT "A" and "ADDENDUM TO OIL AND GAS LEASE", both attached hereto and by this reference made a part hereof.

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) 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 21st day of July, 19 95, 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 Key Bank, at Big Piney, Wyoming 83113 (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 two thousand, nineteen and 65/100's ******** DOLLARS ($ 2019.65), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

~~10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether~~ PR

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 sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Patricia M Roberts
Patricia M. Roberts,
formerly known as
Patricia Mildred Miller

520-70-5624
Social Security No.

Shad Z Roberts
Shad Z. Roberts

520-68-4417
Social Security No.

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 6th day of October, 19 94, before me personally appeared Patricia M. Roberts and Shad Roberts

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they he executed the same as a free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 6th day of october 6, 19 94.

My commission expires: 2-2-97

Toni J. Bartel
Notary Public for the State of Wyoming
residing at Sublette County

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

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994, by and between Patricia M. Roberts, formerly known as Patricia Mildred Miller, and Shad Z. Roberts, wife and husband, Lessors, and Contex Energy Company, Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 29 North, Range 112 West, 6th P.M.
Section 4: Lot 2, Lot 3, Lot 4, SW¼NE¼, S½NW¼, W½SW¼
Section 5: Lot 1, SE¼NE¼, E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼, E½
Section 9: W½W½
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: S½

containing 2,019.65 acres, more or less.

Signed for Identification:

Patricia M Roberts
Patricia M. Roberts,
fka Patricia Mildred Miller

Shad Z Roberts
Shad Z. Roberts

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994 by and between Patricia M. Roberts, formerly known as Patricia Mildred Miller, and Shad Z. Roberts, wife and husband, Lessors, Contex Energy Company, Lessee, to-wit:

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read fifteen percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereafter be operated under any such agreement, and the agreement provides for allocation of unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any part thereof, shall be, for the purpose of computing royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. Subject to the other provisions herein contained, three years after the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. If at or within one hundred twenty (120) days prior to the expiration of the three-year period after expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. Lessee shall record a release as to all lands not covered by the accepted lands herein described.

4. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

5. Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first

production to the one (1) year anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor within ninety (90) days from the anniversary date that a deficiency in royalty occurs as described above, this lease shall terminate as to all parties.

6. Lessee shall notify Lessor in advance of staking and building a location.

7. Location site for any well or wells on leased premises shall not exceed three acres unless agreed upon before construction of location.

8. At the time of staking any location, Lessee shall pay to surface owner(s) an amount to be mutually agreed by Lessee and surface owner(s), such agreement not being unreasonably withheld, for roadway right-of-way and location site. Lessee shall pay the surface owner(s) for reasonable damages to all property, real, personal or mixed, caused by its operations on said land, including but specifically not limited to land, growing crops, grass, buildings, livestock, surface, fences and other improvements and personal property.

9. During the term of the lease, Lessee shall not be allowed to conduct drilling or seismic operations on irrigated meadow lands during times when same are under irrigation or are being harvested (said period of inclusion is expected to be approximately from March 1 through October 15).

10. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

11. Upon completion of drilling any and all wells, drilling mud shall be removed, slush pits shall be filled and leveled within a reasonable length of time after cessation of operations, and the Lessee shall proceed with reasonable diligence to restore the surface of all location sites and access roads to as near to their original condition, found prior to Lessee's operation, as is practicable, and such lands shall be re-seeded.

12. Drilling sites will be fenced to prevent livestock from impeding operations.

13. Lessee shall be responsible for, and defend, indemnify and hold Lessor, and any heirs, successors and assigns of Lessor, harmless from any and all liability or injuries to any property or persons arising out of, caused by, or related to any oil and gas operations.

Signed for Identification:

Patricia M Roberts
Patricia M. Roberts
fka Patricia Mildred Miller

Shad Z Roberts
Shad Z. Roberts

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

249329

RECORDED Nov. 1, 19 94 1:15 P M
IN BOOK 99 PAGE 499
FEES 14.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Barton

THIS AGREEMENT, made and entered into this 21st day of July, 19 94 by and between Matthew Daniel Miller, also known as Mathew Daniel Miller and also known as Matthew Danial Miller, and Lisa Miller, husband and wife of 170 North 8th St., Laramie, Wyoming 82070, 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:

See EXHIBIT "A" and "ADDENDUM TO OIL AND GAS LEASE", both attached hereto and by this reference made a part hereof.

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) 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 21st day of July, 19 95, 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 Metropolitan Federal Bank, at Laramie, Wyoming (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 two thousand, nineteen and 65/100's DOLLARS ($ 2,019.65), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

~~10. Lessee~~ [redacted] ~~the right and power at any time and from time to time~~ [redacted] ~~right, either before or after production, as to all or any~~ [redacted] ~~described above~~ and as to any [redacted] he formations hereunder, to pool or unitize the leas [redacted] and the mineral estate covered by this lease with o [redacted] or leases in the

exclude such non-p[redacted]nations. The forming or reforming of any unit shall be [redacted]hed by [redacted] executing and filing of record a declar[redacted] unitization or reformation, which d[redacted]hall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the ~~royalty payments to be made hereunder to lessor shall be based upon production only as so allocated~~.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby ~~warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18 This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Matthew Daniel Miller,
aka Mathew Daniel Miller,
aka Matthew Danial Miller

Lisa Miller

520-70-5640
Social Security No.

520-90-4971
Social Security No.

STATE OF Wyoming }
COUNTY OF Albany } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 14th day of Oct, 19 94, before me personally appeared Matthew Daniel Miller and Lisa Miller to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they 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 14th day of Oct, 19 94.

My commission expires: 8-9-95

Connie E. Turner
County of Albany
Notary Public
State of Wyoming
My Commission Expires: Aug. 9, 1995

Notary Public for the State of Wyoming
residing at 506 S. 17th Laramie Wy 82070

STATE OF _____ }
COUNTY OF _____ } ss.

CORPORATE, Wyoming, Montana, Colorado

On this _____ day of _____, 19 ____, before me personally appeared _____
me personally known, who, being by me duly sworn, did say that he is the _____ President (or Secretary) of _____
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
irectors, 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 ____.
commission expires:

Notary Public for the State of _____
residing at _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994 by and between Matthew Daniel Miller, also known as Mathew Daniel Miller and as Matthew Danial Miller, and Lisa Miller, husband & wife, Lessors, and Contex Energy Company, Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 29 North, Range 112 West, 6th P.M.
Section 4: Lot 2, Lot 3, Lot 4, SW¼NE¼, S½NW¼, W½SW¼
Section 5: Lot 1, SE¼NE¼, E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼, E½
Section 9: W½W½
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: S½

containing 2,019.65 acres, more or less.

Signed for Identification:

Matthew Daniel Miller,
aka Mathew Daniel Miller,
aka Matthew Danial Miller

Lisa Miller

[redacted] **ADDENDUM TO [redacted] AND GAS LEASE** [redacted]

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994 by and between Matthew Daniel Miller, also known as Mathew Daniel Miller and also known as Matthew Danial Miller, and Lisa Miller, husband and wife, Lessors, and Contex Energy Company, Lessee, to-wit:

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read fifteen percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereafter be operated under any such agreement, and the agreement provides for allocation of unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any part thereof, shall be, for the purpose of computing royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. Subject to the other provisions herein contained, three years after the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. If at or within one hundred twenty (120) days prior to the expiration of the three-year period after expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. Lessee shall record a release as to all lands not covered by the accepted lands herein described.

4. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

5. Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first

production to the one (1) year anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor within ninety (90) days from the anniversary date that a deficiency in royalty occurs as described above, this lease shall terminate as to all parties.

6. Lessee shall notify Lessor in advance of staking and building a location.

7. Location site for any well or wells on leased premises shall not exceed three acres unless agreed upon before construction of location.

8. At the time of staking any location, Lessee shall pay to surface owner(s) an amount to be mutually agreed by Lessee and surface owner(s), such agreement not being unreasonably withheld, for roadway right-of-way and location site. Lessee shall pay the surface owner(s) for reasonable damages to all property, real, personal or mixed, caused by its operations on said land, including but specifically not limited to land, growing crops, grass, buildings, livestock, surface, fences and other improvements and personal property.

9. During the term of the lease, Lessee shall not be allowed to conduct drilling or seismic operations on irrigated meadow lands during times when same are under irrigation or are being harvested (said period of inclusion is expected to be approximately from March 1 through October 15).

10. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

11. Upon completion of drilling any and all wells, drilling mud shall be removed, slush pits shall be filled and leveled within a reasonable length of time after cessation of operations, and the Lessee shall proceed with reasonable diligence to restore the surface of all location sites and access roads to as near to their original condition, found prior to Lessee's operation, as is practicable, and such lands shall be re-seeded.

12. Drilling sites will be fenced to prevent livestock from impeding operations.

13. Lessee shall be responsible for, and defend, indemnify and hold Lessor, and any heirs, successors and assigns of Lessor, harmless from any and all liability or injuries to any property or persons arising out of, caused by, or related to any oil and gas operations.

Signed for Identification:

Matthew Daniel Miller,
aka Mathew Daniel Miller,
aka Matthew Danial Miller

Lisa Miller

Producers 88
Rocky Mountain 1989

[redacted]

OIL AND GAS LEASE

249330

RECORDED Nov. 1, [redacted] 94 1:15p M
IN BOOK 99 P+6 PAGE 504
FEES 14.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sotter

THIS AGREEMENT, made and entered into this 21st day of July, 19 94, by and between Priscilla Kysar, a widow, also known as Priscilla M. Kysar, formerly known as Priscilla Miller, and formerly known as Priscilla M. Bower of 321 South Mickelson, Big Piney, Wyoming 83113, 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:

See EXHIBIT "A" and "ADDENDUM TO OIL AND GAS LEASE", both attached hereto and by this reference made a part hereof.

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~~ five(5) PK 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 21st day of July, 19 95, 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 Key Bank, at Big Piney, Wyoming (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 one thousand, three hundred, sixty and no/100's DOLLARS ($ 1360.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

~~10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether~~ PK

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 rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby warrants and agrees to defend the title to the land 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.

Priscilla Kysar

Priscilla Kysar, a widow
aka Priscilla M. Kysar;
fka Priscilla Miller;
fka Priscilla M. Bower

520-42-2837
Social Security No.

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 30th day of September, 1994, before me personally appeared Priscilla Kysar

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 30th day of September, 1994.

My commission exprires:
Nov. 4, 1996

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Lela L Sanders
Notary Public for the State of Wyoming
residing at Big Piney, Wyo.

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 _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994, by and between Priscilla Kysar, a widow, also known as Priscilla M. Kysar, formerly known as Priscilla Miller, and formerly known as Priscilla M. Bower, Lessor, and Contex Energy Company, Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 29 North, Range 112 West, 6th P.M.

Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼, E½
Section 9: W½W½
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

containing 1,360.00 acres, more or less.

Signed for Identification:

Priscilla Kysar

Priscilla Kysar, a widow,
aka Priscilla M. Kysar,
fka Priscilla Miller,
fka Priscilla M. Bower

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994 by and between Priscilla Kysar, a widow, also known as Priscilla M. Kysar, formerly known as Priscilla Miller and formerly known as Priscilla M. Bower, Lessor, and Contex Energy Company, Lessee, to-wit:

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read fifteen percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereafter be operated under any such agreement, and the agreement provides for allocation of unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any part thereof, shall be, for the purpose of computing royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. Subject to the other provisions herein contained, three years after the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. If at or within one hundred twenty (120) days prior to the expiration of the three-year period after expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. Lessee shall record a release as to all lands not covered by the accepted lands herein described.

4. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

5. Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first

production to the one (1) year anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor within ninety (90) days from the anniversary date that a deficiency in royalty occurs as described above, this lease shall terminate as to all parties.

6. Lessee shall notify Lessor in advance of staking and building a location.

7. Location site for any well or wells on leased premises shall not exceed three acres unless agreed upon before construction of location.

8. At the time of staking any location, Lessee shall pay to surface owner(s) an amount to be mutually agreed by Lessee and surface owner(s), such agreement not being unreasonably withheld, for roadway right-of-way and location site. Lessee shall pay the surface owner(s) for reasonable damages to all property, real, personal or mixed, caused by its operations on said land, including but specifically not limited to land, growing crops, grass, buildings, livestock, surface, fences and other improvements and personal property.

9. During the term of the lease, Lessee shall not be allowed to conduct drilling or seismic operations on irrigated meadow lands during times when same are under irrigation or are being harvested (said period of inclusion is expected to be approximately from March 1 through October 15).

10. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

11. Upon completion of drilling any and all wells, drilling mud shall be removed, slush pits shall be filled and leveled within a reasonable length of time after cessation of operations, and the Lessee shall proceed with reasonable diligence to restore the surface of all location sites and access roads to as near to their original condition, found prior to Lessee's operation, as is practicable, and such lands shall be re-seeded.

12. Drilling sites will be fenced to prevent livestock from impeding operations.

13. Lessee shall be responsible for, and defend, indemnify and hold Lessor, and any heirs, successors and assigns of Lessor, harmless from any and all liability or injuries to any property or persons arising out of, caused by, or related to any oil and gas operations.

Signed for Identification:

Priscilla Kysar

Priscilla Kysar, a widow;
aka Priscilla M. Kysar;
fka Priscilla Miller;
fka Priscilla M. Bower

509

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 August 15th, 1994, from Miriam Jenkins Bailey, also known as Miriam J. Barlow Bailey, also known as Miriam J. Bailey, also known as Miriam Jenkins Barlow Bailey, formerly known as Miriam Jenkins Barlow, a widow, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 99 O&G, Page 135, of the County Clerk's Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, Colorado 80202 in so far as it covers the following described land in SUBLETTE County, WYOMING, to-wit:

Township 28 North, Range 112 West, 6th P.M.

Section 11: SW¼SE¼
Section 12: SW¼SW¼
Section 13: Lot 3, W½NW¼
Section 14: N½NE¼, SE¼NE¼

containing 316.64 acres, more or less.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, ~~we~~ I, John Perry Barlow, 168 South Franklin, Pinedale, Wyoming 82941

~~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 Contex Energy Company 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
Miriam Jenkins Bailey, a widow aka Miriam J. Barlow Bailey aka Miriam J. Bailey aka Miriam Jenkins Barlow Bailey fka Miriam Jenkins Barlow	900 Donner Way, #304, Salt Lake City, Utah 84108	$ 105.55
John Perry Barlow 249331 249331	168 S. Franklin Pinedale, Wyoming 82941	$ 0

RECORDED Nov. 1 1994 1:15 PM
IN BOOK 99 O&G PAGE 509
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
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 29th day of September, 1994.

Miriam Jenkins Bailey
Miriam Jenkins Bailey, a widow
aka Miriam J. Barlow Bailey;
aka Miriam Jenkins Barlow Bailey;
aka Miriam J. Bailey;
fka Miriam Jenkins Barlow

John Perry Barlow (SEAL)

(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 30 th day of September, 19 94, personally appeared John Perry Barlow and Miriam Jenkins Barlow, 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 May 17, 1998

Notary Public.

Address: P.O. Box 952, Pinedale, WY 82941

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
CONTEX ENERGY COMPANY
1645 Court Place Suite 212
Denver, CO 80202

511

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W 97280

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Javelina Partners
616 Texas Street
Fort Worth, Texas 76102

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North Range 109 West, 6th PM WY Section 21: All Section 28: All Section 29: E/2, S/2SW/4 Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2 Sublette County, Wyoming	30%	30%	NONE	NONE	NONE

249342

RECORDED Nov. 2, 1994 8:00 AM
IN BOOK 99 PAGE 511
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continu[redacted]ITIONAL SPACE for Names and addresses of a[redacted]ransferees in Item No. 1, if needed, or for Land D[redacted]n Item No. 2 if needed.

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EDWARD R. HUDSON, JR. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of October, 1994.

VIRGINIA CLARKE
Notary Public
STATE OF TEXAS
My Comm. Exp. JULY 31 1996

Virginia Clarke
Notary Public State of Texas

My Commission Expires
7-31-96

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25 day of October, 1994

Name of Transferor Edward R. Hudson, Jr.
Please type or print

Transferor E R Hudson Jr.
(Signature)
or
Attorney-in-fact
(Signature)

616 Texas Street
(Transferor's Address)
Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 25 day of October, 1994

Javelina Partners

Transferee E Randall Hudson
(Signature)
or E. Randall Hudson, General Manager
Attorney-in-fact
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1990-573-[illegible]

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

92 JUN 15 AM 9:00

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W 97280

Lease Effective Date
(Anniversary Date)
January 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Edward R. Hudson, Jr.-1/4 interest — William A.Hudson,II, 1/4 interes
Street 616 Texas Street — 616 Texas Street
City, State, ZIP Code Fort Worth, TX 76102 — Fort Worth, Texas 76102

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th PM Section 21: All Section 28: All Section 29: E/2, S/2SW/4 Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2 Sublette County, Wyoming	WY 50%	50%	none	none	none

249343

RECORDED Nov. 2, 1994 8:00AM
IN BOOK 99 Misc 6 PAGE 513
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 equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

FOR ASSIGNEE

☐ Assignment approved for land description indicated on reverse of this form.

Assignment approved effective JUL 01 1992

By /s/ PAMELA J. LEWIS — SUPERVISORY LAND LAW EXAMINER — JUL 08 1992
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Josephine T. Hudson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of June, 19 92

Virginia Clarke
Notary Public State of Texas

My Commission Expires:
7/31/96

VIRGINIA CLARKE
Notary Public
STATE OF TEXAS
My Comm. Exp. JULY 31 1996

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 th 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 Unite States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under th 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 an 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), 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 accordanc 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 a otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamatio 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 th Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease describ 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 royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of June, 19 92

Name of Assignor as shown on current lease Josephine T. Hudson
Please type or print

Assignor or Attorney-in-fact Josephine T. Hudson
(Signature)
Josephine T. Hudson

616 Texas Street
(Assignor's Address)

Fort Worth, TX 76102
(City) (State) (Zip Code)

Executed this 1st day of June, 19 92

Assignee Edward R. Hudson, Jr.
(Signature)
Edward R. Hudson, Jr.

William A. Hudson, II
(Signature)
William A. Hudson, II

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining d 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 Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Bud Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any per nowingly and willfully to make to any Department or cy of the United States any false, fictitious or fraudu statements or representations as to any matter within ... jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016:26

515

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W 97280

Lease Effective Date
(Anniversary Date)
January 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* — Edward R. Hudson, Jr. - 1/4 interest; William A. Hudson,II - 1/4 interest

Street: 616 Texas Street

City, State, ZIP Code: Fort Worth, TX 76102

Fort Worth, TX 76102

*If more than one assignee, check here ☒ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6thPM, WY Section 21: All Section 28: All Section 29: E/2, S/2SW/4 Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2 Sublette County, Wyoming	100%	50%	50%	None	None

249344

RECORDED Nov. 2 19 94 8:40 AM
IN BOOK 99 Misc PAGE 515
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 JUL 01 1992

By /s/ PAMELA J. LEWIS
(Authorized Officer)

☐ Assignment approved for attached land description

FOR ASSIGNEE

☐ Assignment approved for land description indicated on reverse of this form.

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 08 1992
(Date)

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Josephine T. Hudson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of March, 19 92

Virginia Clarke
Notary Public State of Texas

My Commission Expires:
7/31/96

VIRGINIA CLARKE
Notary Public
STATE OF TEXAS
My Comm. Exp. JULY 31 1996

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18 day of March, 19 92

Name of Assignor as shown on current lease Josephine Terrell Hudson
Please type or print

Assignor Josephine T. Hudson (Signature)
or
Attorney-in-fact Josephine T. Hudson
(Signature)

616 Texas Street, Fort Worth, TX 76102
(Assignor's Address)
(City) (State) (Zip Code)

Executed this 18 day of March, 1992

Assignee E R Hudson
xxor Edward R. Hudson (Signature)
xxxxxxxxxxxx Attorney-in-fact William A Hudson II
(Signature)
William A. Hudson, II

ublic reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, d 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 and Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, aperwork Reduction Project (1004-0034), Washington, D.C. 20503.

ile 18 U.S.C. Sec. 1001 makes it a crime for any pe knowingly and willfully to make to any Department or cy of the United States any false, fictitious or fraudulent tements or representations as to any matter within jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **G. C. Blaine, Individually and as Trustee of G. C. Blaine Trust**, 310 E. Carson St., #810, Las Vegas, NV 89201 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249456

1

RECORDED Nov. 3 1994 10:10A M
IN BOOK 99 Misc PAGE 517
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

G. C. Blaine, Individually and as Trustee of the G. C. Blaine Trust

G. C. Blaine

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:
Michele L. Hiller
By:
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Nevada)
)ss.
COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 22nd day of September, 1994, by G. C. Blaine, individually and as Trustee of the G. C. Blaine Trust.

Witness my hand and official seal.

Beth Marchiano
Notary Public

My commission expires: 11-3-97

BETH MARCHIANO
Notary Public - Nevada
Clark County
My appt. exp. Nov. 3, 1997

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.

Witness my hand and official seal.

Donna Brannan
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA
BRANNAN
STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a. m. at the location of the properties ("Effective Time"), is from **Jed A. Lohmann, Trustee of the Lohmann Revocable Trust dated March 19, 1991**, 13101 Preston Road, # 402, Dallas, Texas 75240 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $ 10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A", attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas, or communitized areas that cover or include any portion of the Leases, and Assignor's rights and obligations in, to, and under all agreements affecting the Leases and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Leases and the Lands;

2. All of assignor's interests in and to the Jensen # 1 and Jensen # 2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Leases after the Effective Time.

The Leases, Lands, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease.

RECORDED Nov. 3 19 94 11:10 AM
IN BOOK 99 PAGE 521
FEES 12.00 SUBLETTE COUNTY CLERK
By Cathy Sutton DEPUTY CLERK

249457

[redacted] [redacted] [redacted]

Upon Acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE PROPERTIES, AND THAT ASSIGNEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF THE PROPERTIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ASSIGNOR.

D. ASSIGNOR IS EXPERIENCED AND KNOWLEDGEABLE IN OIL AND GAS INVESTMENT MATTERS AND WITH RESPECT TO BOTH RESERVES AND PRICE HAS RELIED SOLELY UPON ITS OWN RESERVE EVALUATION IN CONNECTION WITH THE PROPERTIES.

E. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ASSIGNMENT TO THE CONTRARY, ASSIGNEE HEREBY WAIVES, RELEASES AND INDEMNIFIES ASSIGNOR OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH ASSIGNEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF THE PROPERTY OR ANY LAW OR REGULATION APPLICABLE TO IT, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U. S. C. SECTION 9601 ET SEQ., OR SIMILAR STATE STATUTES.

F. Assignor will remain responsible for its proportionate share of all taxes attributable to production from the Lease occurring prior to the Effective Time and Assignee will be responsible for its proportionate share of taxes attributable to production from the Lease occurring after the Effective Time.

G. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto. Assignee hereby agrees to promptly file this instrument for record and, after recording, to promptly furnish a photocopy with the recording information shown thereon to Assignor.

H. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

I. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee and their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Jed A. Lohmann, Trustee of the Lohmann Revocable Trust dated March 19, 1991

Jed A. Lohmann, Trustee

ASSIGNEE:

Sheffield Exploration Company, Inc.

J. Samuel Butler, President and Chief Executive Officer

Attest:

David L. Milanesi
Secretary

STATE OF TEXAS)
)ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 3rd day of October, 1994, by Jed A. Lohmann, Trustee of the Lohmann Revocable Trust dated March 19, 1991.
Witness my hand and official seal.

Heather Jensen
Notary Public

My commission expires: 12-2-95

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of October, 1994 by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Michele L. Hilton
Notary Public

My commission expires: 4-28-98

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **William A. Bianco and Deborah L. Bianco**, 5701 Montview Blvd., Denver, CO 80207 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249458

1

RECORDED Nov. 3, 1994 10:10 AM
IN BOOK 99 PAGE 525
FEES 12
COUNTY CLERK
SHERIDAN COUNTY CLERK
By Cathy Sa[redacted]

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

William A. Bianco

Deborah L. Bianco

ASSIGNEE:

Sheffield Exploration Company, Inc.

By:
Title:

Attest:
SHEFFIELD EXPLORATION COMPANY, INC.

By: Michele L. Hills
Title: Asst. Secretary

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Colorado)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 4th day of October, 1994, by William A. Bianco and Deborah L. Bianco.

Witness my hand and official seal.

Connie Wilson
Notary Public

My commission expires: November 25, 1997

NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.

Witness my hand and official seal.

Donna Brannan
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA
BRANNAN
STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Geraldine M. Heiner,** 4846 Naniloa Drive, Salt Lake City, Utah 84117, ("Assignor"), to **Sheffield Exploration Company, Inc.,** 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249459

RECORDED Nov. 3, 1994 10:10A M
IN BOOK 99 0f6m PAGE 529
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Geraldine M. Heiner

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By:
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

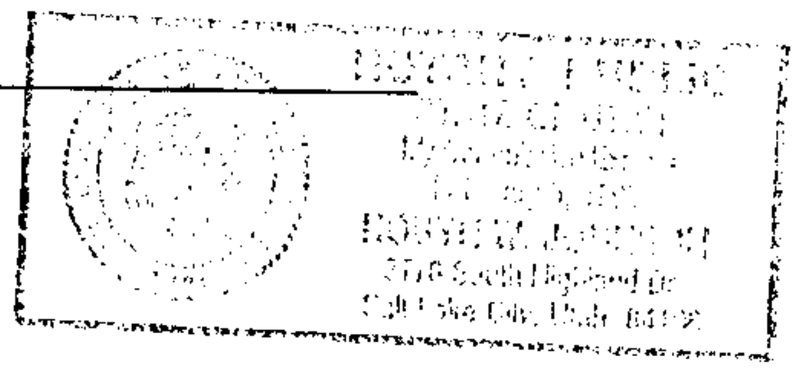
Utah

STATE OF ~~COLORADO~~)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 5th day of October, 1994, by Geraldine M. Heiner.
Witness my hand and official seal.

Notary Public

My commission expires: 02059[illegible]



STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA
BRANNAN
STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Giovanini Investments, Ltd.**, a partnership, 7 Menary Way, Colorado Springs, CO 80906 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249460

RECORDED Nov. 3, 1994 10:10A M
IN BOOK 990 M PAGE 533
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sachter

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Giovanini Investments, Ltd.

By:
General Partner

ASSIGNEE:

Sheffield Exploration Company, Inc.

By:
Title: SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

Attest:

By:
Title: Asst. Secretary

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by J. C. Giovanini as General Partner of Giovanini Investments, Ltd..
Witness my hand and official seal.

Salita B. Timmerman Notary Public
County of Teton State of Wyoming
My Commission Expires: June 25, 1997

Notary Public

My commission expires: 6/25/97

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC DONNA BRANNAN STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **The Prouhet Family Partnership**, a Colorado general partnership, 509 Penross Blvd., Colorado Springs, CO 80906 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249461

RECORDED Nov. 3, 1994 10:10a M
IN BOOK 99 Q46 PAGE 537
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sa

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

The Prouhet Family Partnership

By:
General Partner

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:
By:
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Colorado)
City and)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23rd day of September, 1994, by Roy Prouhet as General Partner of The Prouhet Family Partnership.
Witness my hand and official seal.

SUSAN S. SMITH NOTARY PUBLIC STATE OF COLORADO

Susan S. Smith
Notary Public

My commission expires: December 1, 1997

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Donna Brannan
Notary Public

My Commission Expires Dec. 2, 1997

My commission expires:

NOTARY PUBLIC DONNA BRANNAN STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Patricia J. Frieder**, 2200 Camino De Los Artesanos NW, Albuquerque, NM 87107 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249462

RECORDED Nov. 3, 1994 10:10AM
IN BOOK 99046 PAGE 541
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sapp

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Patricia J. Frieder

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By: Michele L. Hiller
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 1994, by Patricia J. Frieder.
Witness my hand and official seal.

Notary Public

My commission expires: 12/1/96

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA
BRANNAN
STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Western Minerals**, Box 996, Rawlins, Wyoming, 82301 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249463

RECORDED Nov. 3, 1994 10:10 AM
IN BOOK 9906 PAGE 545
FEES 12.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sa[redacted]

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Western Minerals

Curtis Rochelle

By:
Title: General Partner

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:
Michele L. Hiller

By:
Title: Asst. Secretary

J. S. B.

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Wyoming)
)ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 28th day of September, 1994, by Curtis Rochelle as General Partner of Western Minerals.
Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV 1, 1994

Diane E Greene
Notary Public

My commission expires: 11-1-94

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Donna Brannan
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA BRANNAN
STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **H. H. Cate, Jr.**, P.O. Box 2041, Park City, UT 84060 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249464

RECORDED Nov. 3, 1994 10:10 AM
IN BOOK 99 O+B PAGE 549
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sax

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT FARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

H. H. Cate, Jr.

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By:
Title:

By:
Title:

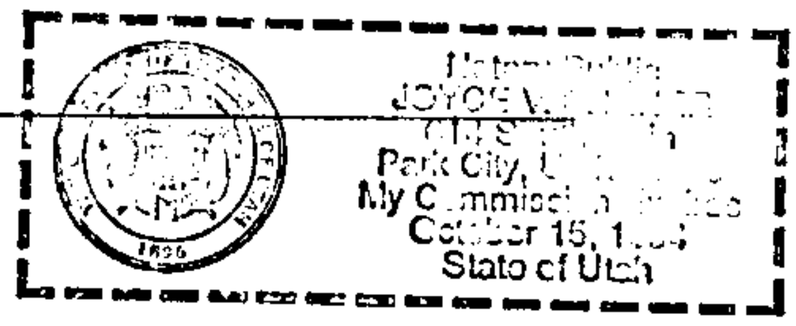
SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Utah)
)ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 28 day of September, 1994, by H. H. Cate, Jr..
Witness my hand and official seal.

Notary Public

My commission expires: 10-15-94



STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

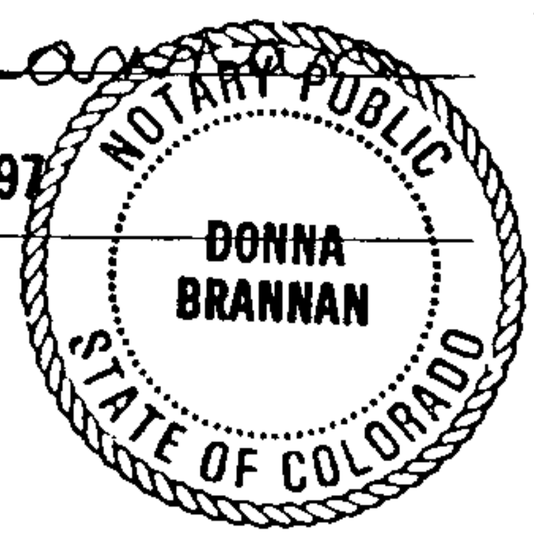


EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Alpine Assets**, c/o Richard C. Schnieder, 3500 Alpine Dr., Casper, WY 82601 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249463

RECORDED Nov. 3, 1994 10:10 AM
IN BOOK 990 PAGE 553
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sutton COUNTY CLERK

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Alpine Assets

By:
Title:

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By:
Title: Asst. Secretary

By:
Title: SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 26th day of September, 1994, by Janet S. Schneider as General Partner of Alpine Assets.

Witness my hand and official seal.

My commission Expires NOV 5 1996

Elane M. Burkhalter
Notary Public

My commission expires: 11-5-96

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.

Witness my hand and official seal.

Donna Brannon
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA
BRANNAN
STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Al Carollo, Jr.**, P.O. Box 8, Rock Springs, WY 82901 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249466 1

RECORDED Nov. 3 1994 10:10AM
IN BOOK 99 Q46 PAGE 557
FEES 12.00
SUE TE COUNTY CLERK
COUNTY CLERK
By Cathy Sa[redacted]

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Al Carollo, Jr.

ASSIGNEE:

Sheffield Exploration Company, Inc.

ATTEST:

By: Michael L. Hulbert
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Wyoming)
)ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 28th day of September, 1994, by Al Carollo, Jr..
Witness my hand and official seal.

Sandra L. Kosack
Notary Public

My commission expires:

SANDRA L. KOSACK - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires Sept. 29, 1996

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Donna Brannan
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA BRANNAN
STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

561

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **James R. Carollo**, P.O. Box 8, Rock Springs, WY 82901 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249467

RECORDED Nov 3 1994 10:10a M
IN BOOK 99 Misc PAGE 561
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sa COUNTY CLERK

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

James R. Carollo

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By:
Title:

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 30th day of September, 1994, by James R. Carollo.
Witness my hand and official seal.

Sandra L. Kovach
Notary Public

My commission expires: _____

SANDRA L. [illegible] NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires Sept. 29, 1996

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Donna Brannan
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA BRANNAN
STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

565

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **A. M. Carollo**, P.O. Box 8, Rock Springs, WY 82901 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249468

1

RECORDED Nov. 3, 1994 10:10a M
IN BOOK 99 0-6 PAGE 565
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

[redacted] [redacted] [redacted]

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

A. M. Carollo

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By: Michele L. Hollis
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by A. M. Carollo.
Witness my hand and official seal.

Sandra L. Kovack
Notary Public

My commission expires: _____

County of Sweetwater State of Wyoming
My Commission Expires Oct. 28, 1996

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Donna Branna
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA BRANNAN
STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

569

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **John B. Carollo**, P.O. Box 8, Rock Springs, WY 82901 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249469

1

RECORDED Nov. 3, 1994 10:10 AM
IN BOOK 99 OR 6 PAGE 569
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sefton

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

John B. Carollo

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

By:
Title: Asst. Secretary

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by John B. Carollo.
Witness my hand and official seal.

Sandra L. Kovach
Notary Public

My commission expires: _____

SANDRA L. KOVACH - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires Sept. 28, 1996

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Donna Brannan
Notary Public

My commission expires: My Commission Expires Dec. 2, 1997

NOTARY PUBLIC
DONNA BRANNAN
STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Gene Schnieder**, United Cable Television Corp., 4700 S. Syracuse Pkwy., Denver, CO 80237 ("Assignor"), to **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all of Assignor's interests in and to all the property and rights appurtenant or incident thereto, including without limitation, Assignor's interests in the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, pooled areas, or communitized areas that cover or include all or any portion of the Lease, and Assignor's rights and obligations in, to, and under all agreements affecting the Lease and Lands ("Contracts"), including but not limited to all operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands;

2. All of Assignor's interests in and to the Jensen #1 and #2 wells located on the Lands, and the production therefrom, and in any other wells situated on lands pooled, communitized, or unitized therewith (the "Wells"), together with a like interest in the personal property, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, equipment leases, and all other appurtenances thereunto belonging; and

3. All of Assignor's interests in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such production is produced from or attributable to the Lease after the Effective Time.

The Lease, Lands, Wells, Equipment, Contracts and Production are collectively sometimes referred to herein as "Properties".

This Assignment is made and accepted expressly subject to the following:

249470
249470

RECORDED Nov. 3, 1994 10:10A M
IN BOOK 99 ORM PAGE 573
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy S[redacted]

[redacted] [redacted]

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. THIS ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. TO THE EXTENT THAT THE INTERESTS ASSIGNED HEREBY INCLUDE INTERESTS IN PERSONAL PROPERTY AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY, WITHOUT PARTICULAR PURPOSE, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

C. After Closing, Assignor and Assignee shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, or other instrument delivered pursuant hereto.

D. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

E. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Gene Schnieder

4643 S. Ulster Street
Suite 1300
Denver Co 80237

ASSIGNEE:

Sheffield Exploration Company, Inc.

By:
Title:

SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

ATTEST:

By:
Title: Asst. Secretary

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20TH day of SEPTEMBER, 1994, by Gene Schnieder.
Witness my hand and official seal.

MARILYN M. DUCKER NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires: 10/31/96

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public
My Commission Expires Dec. 2, 1997

My commission expires:

NOTARY PUBLIC DONNA BRANNAN STATE OF COLORADO

EXHIBIT "A"

1. OIL AND GAS LEASE:

That certain Oil and Gas Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980 at Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded Book 58 of Oil & Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded Book 59 of Oil & Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE¼ SE¼, S½ SE¼
Section 11: Lots 2, 3, 4, 5, 6, 7, W½ NE¼, S½ NW¼, NW¼ SW¼
Section 14: Lots 1, 2, NE¼ NW¼
Section 15: Lots 1, 2
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

2. WELLS:

Jensen No. 1 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SW¼ NW¼

Jensen No. 2 Well
Township 31 North, Range 109 West, 6th P.M.
Section 11: SE¼ SE¼

577

RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned, in accordance with certain provisions of the hereinafter described lease, does hereby release, relinquish and surrender to the original Lessor(s) named in said lease, their heirs, successors and assigns all of the right, title and interest of the undersigned in, to and under that certain oil and gas lease and only that certain oil and gas lease dated December 4, 1980, by and between John F. Vible and Elva Louise Vible, as Lessor(s), and Thomas F. Stroock and Marta F. Stroock, as Lessee(s), as recorded in the Recorders office in Book 60 at Page 456 of the Records of Sublette County, State of Wyoming, insofar only as said lease covers the following described lands in said county, to wit:

TOWNSHIP 31 NORTH, RANGE 108 WEST
Section 4: Lots 2, 3, 4
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1, 2, 5, 6, 7, 12, 13, S½NE¼, SE¼NW¼
Section 7: Lots 1, 2, NW¼NE¼

TOWNSHIP 32 NORTH, RANGE 108 WEST
Section 21: E½
Section 28: E½
Section 33: E½, SW¼
Section 34: SW¼ except that part lying North and West of the East Fork River.

TOWNSHIP 31 NORTH, RANGE 109 WEST
Section 1: Lot 5, S½NE¼, N½SE¼, NE¼SW¼, S½SW¼, SW¼SE¼
Section 11: E½NE¼
Section 12: Lots 1, 2, 3, 4, NW¼NW¼

containing 2,463.55 acres, more or less

EXECUTED this 17th day of October, 1994.

AMERICAN HUNTER EXPLORATION LTD.

By: Gary F. Aitken
Vice President, Land

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 17th day of October, 1994.

249471

RECORDED Nov. 3, 1994 10:10AM
IN BOOK 99046 PAGE 577
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

KATHY M. TROFIN
Notary Public in and for the
Province of Alberta, Canada
My Appointment Expires December 31, 1994

/KING/RELEASES

THIS DOCUMENT REFERS to that Memorandum of Agreement dated October 26, 1993, referring to a Contract for Deed between Thunder, Inc. a Wyoming Corporation, and William L. Strmiska and Rosalinda A. Strmiska, husband and wife, and pertaining more particularly to the following described property, to-wit:

Part of the Northwest quarter, Northeast quarter (NW 1/4 NE 1/4) of Section Six, Township 35 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming.

Subject to easements, reservations, restrictions, and rights-of-way of sight or record.

IT IS HEREBY RESOLVED that as of October 1, 1994, Thunder, Inc., a Wyoming Corporation, does hereby transfer all of their right, title, and interest they may have in and to the above referenced property/Contract For Deed to Brubaker Ranches, Inc. A copy of Corporate Resolution is attached and made a part hereof.

IN WITNESS WHEREOF, the authorized officers of Thunder, Inc. have hereunto set their hands and seal of the corporation on this 25th day of October 1994.

THUNDER, INC.

By: Donn B. Brubaker
Donn B. Brubaker, President

Attest: Eileen Brubaker
Eileen Brubaker, Secretary

(Seal)

249512
249512

RECORDED Nov. 7, 1994 9:50 AM
IN BOOK 99 Misc PAGE 578
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Donn B. Brubaker as President and Eileen Brubaker as Secretary of Thunder, Inc., a Wyoming Corporation, this 25th day of October 1994.

Witness my hand and official seal.

Georgann Hintz
Notary Public

My Commission Expires: _____

GEORGANN HINTZ - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires July 16, 1996

BOARD OF DIRECTORS MEETING

A meeting of the Board of Directors of Thunder, Inc., was held at 3:00 p.m. on August 29, 1994. Present were:

Donn Brubaker	-	President
Eileen Brubaker	-	Secretary
Allen T. Brubaker	-	Vice President
Katherine Brubaker		

It was moved by Allen T. Brubaker that the following resolution be passed:

BE IT RESOLVED

THAT, since Brubaker Ranches, Inc., and Thunder, Inc., are both closely held Wyoming Corporations, and since all stock in both corporations are owned by Donn Brubaker and Allen T. Brubaker, then Brubaker Ranches, Inc., shall trade stock in that said Corporation in return for all assets of Thunder, Inc.

The effective date of such trade shall be September 30, 1994. After this time all business of Thunder, Inc., will be done under Brubaker Ranches, Inc.

The motion was seconded by Eileen Brubaker. All present voted "aye".

There being no further business, the meeting was adjourned at 4:00 p.m.

Eileen Brubaker

Eileen Brubaker, Secretary

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11: 28

RECEIVED
CHEYENNE, WYOMING

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-104840
Lease Effective Date (Anniversary Date)
February 1, 1988
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 32 N, R 112 W Sec. 11: SESE Sec. 13: NWNE, S2NE, NW, S2 Sec. 14: All. Sec. 15: All Sec. 22: ALL Containing 2,560.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249531

RECORDED Nov. 8, 1994 11:10AM
IN BOOK 99 pt6 PAGE 580
FEES 8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sefton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

Assignment approved effective JUN 1 1994

By /s/ Doris M. Miller
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

LAND LAW EXAMINER (Title) OCT 13 1994 (Date)

Tear PART C: GENERAL INSTRUCTIONS Tear

ASSIGNMENT

580

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1 The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2 Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 16th day of May, 19 94

Name of Assignor as shown on current lease Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 18 day of May, 19 94

Assignee Shama Zoe Limited Partnership dba Alpine Gas Co.
(Signature)
or
Attorney-in-fact Gilman A. Hill
(Signature)
Gilman A. Hill, General Partner

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.

m 3000-3
e 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:33

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.
WYW- 104835

Lease Effective Date
(Anniversary Date)
7-1-87

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Shama Zoe Limited Partnership
Street d/b/a Alpine Gas Company
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements other than is form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T33N-R111W, 6th P.M. Sec. 6: Lots 1,2,3 Sec. 7: E½ Sec. 8: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 17: NW¼NE¼, W½ Sec. 18: E½ Sec. 19: E½ Sec. 20 NW¼NW¼ Containing 1840.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	3.0%	3.0%

249532

RECORDED Nov. 8, 1994 11:10 A M
IN BOOK 99 Orig 6 PAGE 582
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

his assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or quitable title to this lease.

☐ Assignment approved for above described lands; JUN 1 1994

☒ Assignment approved for attached land description

ssignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Doris M. Miller (Authorized Officer)

LAND LAW EXAMINER (Title)

OCT 13 1994 (Date)

RECORDED ASSIGNMENT

582

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.

T. 33 N., R. 111 W., 6th Prin. Mer, WY
Sec. 7: E½
8: SWNE, S2NW, SW, W2SE
17: NWNE, W2
18: E2
19: E2
20: NWNW

1720.00 acres

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16 day of May, 1994

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
(Signature)

or

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
(Signature)

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95011

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:34

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.
WYW-102776

Lease Effective Date
(Anniversary Date)
12-1-86

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street d/b/a Alpine Gas Company
   City, State, ZIP Code 7128 S. Poplar Lane
   Englewood, CO 80112

*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
T33N-R111W, 6th P.M. Sec. 22: E½SE¼ Sec. 27: NE¼NE¼ Sec. 30: SE¼ Sec. 31: NE¼ Sec. 32: E½, NE¼NW¼, S½NW¼, N½SW¼ Sec. 33: All Sec. 34: All Containing 2240.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	3.5%	2.5%

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

249533

RECORDED Nov 8, 1994 11:10 AM
IN BOOK 99 Misc PAGE 584
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

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 for land description indicated on reverse of this form.

Assignment approved effective JUN 01 1994

By /s/ Doris M. Miller
(Authorized Officer)

LAND LAW EXAMINER
(Title)

OCT 19 1994
(Date)

584

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16 day of May, 1994

Name of Assignor as shown on current lease Gilman A. Hill
(Please type or print)

Assignor Gilman A. Hill
(Signature)
or
Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Shama Zoe Limited Partnership
dba Alpine Gas Co.
Assignee _____
(Signature)
or
Attorney-in-fact Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/95011

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 19 AM 11:34

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.
WYW-102775

Lease Effective Date
(Anniversary Date)
8-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Shama Zoe Limited Partnership
d/b/a Alpine Gas Company
7128 S. Poplar Lane
Englewood, CO 80112

*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
T33N-R111W, 6th P.M. Sec. 8: SE¼NE¼, E½SE¼ Sec. 9: All Sec. 10: All Sec. 11: SW¼SW¼ Sec. 14: W½W½ Sec. 28: W/2 Sec. 29: All Containing 2560.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	1.0%	5.0%

249534

RECORDED Nov. 8, 19 94 11:10 AM
IN BOOK 99 Misc PAGE 586
FEES $8.00 Mary O. Lucht COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sacton

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 JUN 01 1994

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Doris M. Miller (Authorized Officer)

LAND LAW EXAMINER (Title)

OCT 19 1994 (Date)

586

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16 day of May, 1994

Name of Assignor as shown on current lease Gilman A. Hill
Please type or print

Assignor Gilman A. Hill
or (Signature)

Attorney-in-fact _____
(Signature)

7128 S. Poplar Lane
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 16 day of May, 1994

Assignee Shama Zoe Limited Partnership
dba Alpine Gas Co.
or (Signature)

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

General Partner
Gilman A. Hill, General Partner

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/95011

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-114856

Lease Effective Date
(Anniversary Date)
February 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX ☐ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX 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
State of Wyoming, Sublette County T 33 N, R 112 W Sec. 13: ALL Containing 640.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249535

RECORDED Nov. 8, 1994 11:10 AM
IN BOOK 990 PAGE 588
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 NOV 8 1994

☐ Assignment approved for land description indicated on reverse of this form.

By Phyllis A Stone — LAND LAW EXAMINER — 1994

(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1 The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2 Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership
Please type or print

Assignee _____
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-114062

Lease Effective Date
(Anniversary Date)
January 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX ☐ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX ☐ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description (Use additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 33 N, R 112 W Sec. 11: ALL Sec. 12: ALL Containing 1,280.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249536

RECORDED Nov. 8, 1994 11:10AM
IN BOOK 99 Misc PAGE 590
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 for land description indicated on reverse of this form.

Assignment approved effective DEC 01 1994

Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

DEC 01 1994
(Date)

591

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.

38236

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith

Executed this 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation (Please type or print)

Assignor
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 1994

Name of Assignee: Shama Zoe Limited Partnership

Assignee
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-107042

Lease Effective Date
(Anniversary Date)
February 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code
Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

*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
State of Wyoming, Sublette County T 30 N, R 108 W Sec. 30: LOTS 1-4, E2W2, E2 Sec. 31: LOTS 1-4, E2W2, E2 Sec. 32: ALL Containing 1,823.80 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249537

RECORDED Nov. 8, 1994 11:10 AM
IN BOOK 99 Ox6 PAGE 592
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Jacton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 1 1994

☐ Assignment approved for land description indicated on reverse of this form.

Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 1 1994
(Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York (City) NY (State) 10003 (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership

Assignee _____
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-115622

Lease Effective Date
(Anniversary Date)
April 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street Shama Zoe Limited Partnership
City, State, ZIP Code 7128 S. Poplar Lane
Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 33 N, R 111 W Sec. 23: ALL Sec. 32: S2SW Containing 720.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249538
249538

RECORDED Nov. 8, 1994 11:10AM
IN BOOK 99 Orig PAGE 594
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

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 suitable 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 NOV 01 1994

Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 01 1994
(Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 1994

Shama Zoe Limited Partnership

Assignee _____
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
WYW-122965

Lease Effective Date
(Anniversary Date)
January 1, 1991

New Serial No.

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 33 N, R 110 W Sec. 11: N2NW Sec. 18: LOTS 1,2, E2NW Sec. 22: N2, SW, W2SE Sec. 27: W2NE, SENE, W2, SE Sec. 30: NE Sec. 32: NWNW Sec. 35: E2 Containing 1,918.84 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249539

RECORDED Nov. 8, 1994 11:10 a M
IN BOOK 99 PAGE 596
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sactor

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 01 1994

☐ Assignment approved for land description indicated on reverse of this form.

By Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 01 1994
(Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

3123b)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of June, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership

Assignee _____
(Signature)
or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-129704

Lease Effective Date
(Anniversary Date)
August 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
Street 7128 S. Poplar Lane
City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX ☐ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 34 N, R 111 W Sec. 13: S2 Sec. 24: N2 Containing 640.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249540

RECORDED Nov. 8, 1994 11:10AM
IN BOOK 99-046 PAGE 598
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Safton

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 effective JUL 01 1994

By Phyllis A Stone
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

LAND LAW EXAMINER JUL 01 1994
(Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located, (c) Assignee's chargeable interests, direct and indirect, in 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 24th day of May, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 1994

Assignee Shama Zoe Limited Partnership

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-129703

Lease Effective Date
(Anniversary Date)
August 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* XX ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 33 N, R 111 W Sec. 11: E2 Sec. 12: ALL Sec. 13: ALL Sec. 14: E2 Containing 1,920.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

249541

RECORDED Nov. 8, 1994 11:10 AM
IN BOOK 99 PAGE 600
FEES 8.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 01 1994

☐ Assignment approved for land description indicated on reverse of this form.

By Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 01 1994
(Date)

600

601

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.

S9274

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens, a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of May, 19 94

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Assignee Shama Zoe Limited Partnership
(Please type or print)

or
~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/26062

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-133763

Lease Effective Date
(Anniversary Date)
October 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Holmes P. McLish
1675 Broadway, Suite 2400
Denver, CO 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements other than is form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 12: SE4 Containing 160.00 acres, more or less Sublette County, Wyoming	100%	100%	None	None	1.5%

249573

RECORDED Nov. 10, 1994 1:40 PM
IN BOOK 99 OM PAGE 1002
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or able title to this lease.

ssignment approved for above described lands;

☐ Assignment approved for attached land description

nment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed. 603

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

On this 25th day of July, 1994, before me personally appeared Louis A. Oswald, III, to me personally known, who, being by me duly sworn, did say that he is the 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 Louis A. Oswald, III acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 1994.

My Commission Expires: 8/25/98

Janet S. Podesil
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 25th day of July, 1994

Name of Assignor as shown on current lease High Plains Associates, Inc.
Please type or print

Assignor of Louis A. Oswald, III (Signature) President
Attorney-in-fact Attest: Lynne M. Romanchuk (Signature) Secretary
1600 Broadway, Suite 1565 (Assignor's Address)
Denver CO 80202 (City) (State) (Zip Code)

Executed this 25th day of July, 1994

Assignee of (Signature)
Attorney-in-fact (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67022

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 **Holmes P. McLish** of 1675 Broadway, Suite 2400, Denver, Colorado 80202 (hereinafter referred to as Assignee), an overriding royalty interest, free and clear of all cost and expense of development and operation, equal to **ONE AND ONE-HALF PERCENT OF EIGHT-EIGHTHS (1.5% of 8/8ths)** of 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 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 Assignee the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, his heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 26th day of September, 1994.

ATTEST

By: Lynne M. Romanchuk
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: Jonat S. Roderick
Jonathan S. Roderick
Vice President

249574

RECORDED Nov. 10 19 94 1:40 PM
IN BOOK 99 Mis 6 PAGE 604
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

This instrument was acknowledged before me this 26th day of September, 1994, by Jonathan S. Roderick, as Vice President of High Plains Associates, Inc.

Tina R. Walker
Notary Public

My commission expires: 10-22-97

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Overriding Royalty Interest dated September 26, 1994

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	BOOK
9703	U.S.A. WYW-133763 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 12: SE4 Section 15: SE4SW4, S2SE4 Section 22: All	N/A
9704	U.S.A. WYW-133766 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 27: N2, SE4 Section 34: NE4, SE4NW4, S2 Section 35: All	N/A
9705	U.S.A. WYW-133767 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 29: All Section 30: Lots 1(28.00), 2(28.18), 3(28.34), 4(28.52), E2, E2W2	N/A

605

AGREEMENT, ASSIGNMENT AND BILL OF SALE

BRABANT PETROLEUM U.S.A. COMPANY, a Kansas corporation ("*Assignor*"), 1000 Louisiana, Suite 2900, 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

249573

RECORDED Nov 10 1994 2:00 PM
IN BOOK 99 PAGE 606
FEES 18.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sostar

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, 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 on 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.

The Leases, Wells and Equipment referred to above are hereinafter sometimes referred to collectively as the "Interests".

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. a. Except as otherwise provided herein, and specifically, except as to those obligations retained by Assignor in Paragraph 8.c. below, Assignee agrees, as part of the consideration for the conveyance of the Interests, to fully defend, protect, indemnify, hold harmless and render whole Assignor from and against each and every claim, demand or cause of action, and any liability, cost, expense (including, but not limited to, reasonable attorneys' fees) or claim with respect to damage or loss in connection therewith, which may be made or asserted by Assignee, its agents or successors, or by any third party or parties (including, but not limited to, governmental agencies) on account of personal injury or death, lease maintenance, or property or environmental damage, or any claims based on any misrepresentations as to the quantity, quality, or value of the Interests caused by, arising out of, or incidental to the past, present or future condition or state of repair of the Interests or the ownership and use thereof, however occurring.

b. Assignee further agrees to and shall assume all obligations and

responsibilities with respect to the plugging, replugging and abandonment obligations of Assignor relative to any unplugged wells and the removal of all equipment appurtenant thereto, all in full compliance with any and all applicable Federal, State and local laws, orders, rules, regulations and standards. Assignee agrees to and shall fully protect, indemnify and hold Assignor harmless from and against any expense, claim or cause of action brought against Assignor or Assignee by any third party arising from Assignor's failure to comply with the plugging, replugging, abandonment, or cleanup obligations set forth herein and under Leases.

c. Except for claims arising out of or attributable to the physical operation of the Interests including, without limitation, claims for property or environmental damage.Assignor agrees to fully defend, protect, indemnify, hold harmless and render whole Assignee from and against each and every claim, demand or cause of action, and any liability, cost, expense (including, but not limited to, reasonable attorneys' fees) or claim with respect to damage or loss in connection therewith, which may be made or asserted by Assignor, its agents, or successors, or by any third party or parties (including but not limited to governmental agencies) arising out of, or incidental to the ownership and use of the Interests prior to the Effective Date.

Assignee accepts the wells, personal property and equipment assigned hereby as is, where is, in their present condition and state of repair, and without any representations, guaranties or warranties, express or implied, as to their title (except for the special warranty set out below), value, quality, merchantability, or their suitability or fitness for Assignee's intended use, or for any uses or purposes whatsoever, or that such wells, personal property and equipment has been rendered free from any defects, hazards, or dangerous conditions.

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 August 30, 1994.

Executed this 12th day of September, 1994, effective for all purposes as of the Effective Date.

ATTEST:

By: Milton D. Hall
Name: Milton D. Hall
Title: Asst. Secretary

BRABANT PETROLEUM U.S.A. COMPANY

By:
Name: JAMES BROCK MOORE III
Title: VICE PRESIDENT

ATTEST:

By: Bruce DeBoer
Name: Bruce DeBoer
Title: Secretary

ASSIGNEE:

PRESIDIO EXPLORATION, INC.

By:
Name: Robert L. Smith
Title: President

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me by James Brock Moore III, as Vice President of Brabant Petroleum U.S.A. Company on behalf of said corporation.

Witness my hand and notarial seal this 12th day of September, 1994.

My Commission Expires:

8-3-97

(Seal)

LLANA M. DOBBIE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 3, 1997

Llana M. Dobbie
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, as President of Presidio Exploration, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 22nd day of September, 1994.

My Commission Expires:

My Commission Expires October 25, 1994

(Seal)

MELINDA V. BRUCKNER
NOTARY PUBLIC STATE OF COLORADO

Melinda V. Bruckner
Notary Public in and for the
State of Colorado

610

EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: BIRD CANYON, ET AL
WELL: FIGURE FOUR 7-31,FEDERAL 10-20
FEDERAL 10-31, FEDERAL 20-20,
FEDERAL 30-4, FEDERAL 30-20,
FEDERAL 30-31, FEDERAL 40-17,
FEDERAL 40-20,SLATE CRK 30-12

LEASE AQ NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA 5103700	01 USA W-80307 ENERGETICS, INC.	06/21/1982		TOWNSHIP 27 NORTH RANGE 111 WEST SEC 19: PORTION OF THE S/2SE/4 SEC 30: PORTION OF THE W/2NE/4, W/2SE/4, SE/4SE/4 SEC 31: PORTION OF THE NE/4NE/4, SE/4NE/4 SEC 32: PORTION OF THE SW/4NW/4, SW/4, W/2SE/4, SE/4NE/4 SEC 33: PORTION OF THE SW/4NW/4, NW/4NW/4
GA 6501764 WY-11109**	02 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: NW/4
GA 6501764 WY-11109**	03 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: NW/4SW/4, S/2SW/4
GA 6501764 WY-11109**	06 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: SE/4
GA 6501765 WY-11170**	01 USA W-59776 DOROTHY LANGLEY	09/01/1977	BK 64 PG 278	T 27 N R 111 W SEC 20: NE/4SW/4
GA 6501769 WY-11221**	01 USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: LOTS 3, 4, E/2SW/4
GA 6501769 WY-11221**	02 USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: W/2SE/4
GA 6501769 WY-11221**	03 USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: LOTS 1, 2, E/2NW/4
GA 6501769 WY-11221**	04 USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 112 W SEC 25: E/2 OF LOT 1, LOT 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4,

EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: BIRD CANYON, ET AL
WELL: FIGURE FOUR 7-31,FEDERAL 10-20
FEDERAL 10-31, FEDERAL 20-20,
FEDERAL 30-4, FEDERAL 30-20,
FEDERAL 30-31, FEDERAL 40-17,
FEDERAL 40-20,SLATE CRK 30-12

LEASE AQ	NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501769	05 USA W-62791	05/01/1978	BK 68 PG 347	T 28 N R 112 W
WY-11221**		ROBERT W. MYERS			SEC 25: LOT 3, 4, W/2SE/4
GA	6501817	01 USA W-54137	04/01/1976	BK 64 PG 328	T 27 N R 111 W
WY-12740**		MELVIN MEESTER			SEC 20: NE/4
GA	6501817	02 USA W-54137	04/01/1976	BK 64 PG 328	T 27 N R 111 W
WY-12740**		MELVIN MEESTER			SEC 17: SE/4

912

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BISON ENERGY PARTNERS LIMITED PARTNERSHIP I, BEC 1986 OIL AND GAS INCOME FUND LIMITED PARTNERSHIP, MIDLAND-PRC PETROLEUM PARTNERSHIP 1976-A, MIDLAND-PRC PETROLEUM PARTNERSHIP 1978-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1979-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1979-II, MIDLAND-PRC PETROLEUM PARTNERSHIP 1980-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1981-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1982-II, MIDLAND PRC-PETROLEUM PARTNERSHIP 1983-I, AND PETROLEUM RESOURCES COMPANY** (collectively referred to as "Assignor"), does hereby convey, assign, transfer and set over unto **NPC ENERGY CORP.** ("Assignee"), an Oklahoma corporation, whose mailing address is 9320 E. Central, Wichita, Kansas 67206, all right, title and interest, in and to the oil and gas leases described on EXHIBIT A attached hereto and made a part hereof, and reference to which is hereby made, said lands being located in SUBLETTE County, WYOMING.

This Assignment is made without warranty, express or implied.

This Assignment shall be effective for all purposes as of 12:01 o'clock A.M. on the 5th day of AUGUST, 1994.

EXECUTED this 1st day of SEPTEMBER, 1994.

Assignor:

ATTEST:

BISON ENERGY PARTNERS, INC. AS GENERAL PARTNER FOR BISON ENERGY PARTNERS LIMITED PARTNERSHIP I

Dean Pattisson, Secretary

C. J. Lett, III, President

ATTEST:

BISON ENERGY CORPORATION AS GENERAL PARTNER FOR BEC 1986 OIL AND GAS INCOME FUND LIMITED PARTNERSHIP

Dean Pattisson, Secretary

C. J. Lett, III, President

ATTEST:

PETROLEUM RESOURCES COMPANY AS GENERAL PARTNER FOR MIDLAND-PRC PETROLEUM PARTNERSHIP 1976-A

Dean Pattisson, Secretary

Steven L. Wilson, President

249576

RECORDED Nov. 10 1994 2:50 PM
IN BOOK 99 MR PAGE 613
FEES 8.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1978-I

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1979-I

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1979-II

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1980-I

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1981-I

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1982-II

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY AS
GENERAL PARTNER FOR MIDLAND-PRC
PETROLEUM PARTNERSHIP 1983-I

Steven L. Wilson, President

ATTEST:

Dean Pattisson, Secretary

PETROLEUM RESOURCES COMPANY

Steven L. Wilson, President

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared C. J. LETT, III to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of BISON ENERGY PARTNERS, INC., GENERAL PARTNER for BISON ENERGY PARTNERS LIMITED PARTNERSHIP I, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared C. J. LETT, III to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of BISON ENERGY CORPORATION, GENERAL PARTNER for BEC 1986 OIL AND GAS INCOME FUND LIMITED PARTNERSHIP, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1976-A, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

[redacted] [redacted] [redacted]

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1978-I, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1979-I, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1979-II, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1980-I, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1981-I, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1982-II, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

[redacted] [redacted] [redacted]

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, GENERAL PARTNER for MIDLAND-PRC PETROLEUM PARTNERSHIP 1983-I, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation on behalf of such partnership, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

On this 1st day of September, 1994, before me, the undersigned, a Notary Public for County and State aforesaid, personally appeared STEVEN L. WILSON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as PRESIDENT of PETROLEUM RESOURCES COMPANY, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

September 3, 1995

DEANA P. EICHACKER
Notary Public - State of Kansas
My Appt. Expires 9-3-95

Deana P. Eichacker
Deana P. Eichacker
Notary Public

615

EXHIBIT A

Attached to and made a part of that certain Assignment from MIDLAND-PRC PETROLEUM PARTNERSHIP 1976-A, MIDLAND-PRC PETROLEUM PARTNERSHIP 1977-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1977-II, MIDLAND-PRC PETROLEUM PARTNERSHIP 1978-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1980-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1981-I, MIDLAND-PRC PETROLEUM PARTNERSHIP 1982-II, MIDLAND-PRC PETROLEUM PARTNERSHIP 1983-I, BEC 1986 OIL AND GAS INCOME FUND LIMITED PARTNERSHIP, and BISON ENERGY PARTNERS LIMITED PARTNERSHIP I to NPC ENERGY CORP., dated September 1, 1994 but made effective August 5, 1994.

FILE NO:	LEASE NAME:	WELLS:	LEASE:	LESSOR:	LESSEE:	DATED:	DESCRIPTION:	COUNTY:	STATE:	BOOK:	PAGE:
701500	WARDELL FEDERAL (ORI)	WARDELL FEDERAL #1-4		UNITED STATES OF AMERICA #W-5627B	HOME PETROLEUM CORP	5/1/67	ALL; 9-28N-108W	SUBLETTE	WY		

619

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-91746

Lease Effective Date
(Anniversary Date)
June 1, 1985

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Snyder Oil Corporation
   Street 1625 Broadway, Suite 2200
   City, State, ZIP Code Denver, CO 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2 containing 626.40 acres, more or less Sublette County, Wyoming	100%	100%	-0-	5.0%	-0-

249577

RECORDED Nov. 10, 1994 2:30 PM
IN BOOK 99 Misc PAGE 620
FEES 10.00 Mary A. [illegible] 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 for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____
(Authorized Officer) (Title) (Date)

620

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under th 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 Unite States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under th 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 an 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), o 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 accordanc 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 ar otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamatio 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 th Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease describe 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 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 September, 19 94

Name of Assignor as shown on current lease INEXCO OIL COMPANY
Please type or print

Assignor
or
Attorney-in-fact James E. Orth (Signature)
James E. Orth
1560 Broadway, Suite 1200
(Assignor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

Executed this 21ST day of Sept, 19 94

SNYDER OIL CORPORATION

Assignee
or
Attorney-in-fact
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining dat 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 c Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budge 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 frauduler statements or representations as to any matter within its jurisdiction.

*U.S. Government Printing Office: 1991 — 573-016/28062

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of September, 1994, by James E. Orth, as Attorney-In-Fact of Inexco Oil Company, a corporation, on behalf of said corporation.

WITNESS my hand and official seal.

My Commission Expires:
June 25, 1995

Karen S. Erwin Notary Public

NOTARY PUBLIC STATE OF COLORADO

623

Ue 20450

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 APR -5 AM 9:00

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-129993

Lease Effective Date
(Anniversary Date)
September 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

LRM CORPORATION
6447 Yeoman Road
Shepherd, Montana 59079

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 27 N, R 108 W, 6th PM Sec 26: NW¼NE¼ Sec 28: SW¼ Sec 29: NE¼ Containing 360.00 acres Sublette County, Wyoming	100%	100%	NONE	5%	NONE

249578

RECORDED Nov. 10 1994 2:30 PM
IN BOOK 99 PAGE 623
FEES 8.00
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 MAY 01 1994

By /s/ Theresa M. Stevens

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

SEP 07 1994

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

REASSIGNMENT RIDER

For Lease Number W-129993

In the event that the Assignee shall desire to surrender said Oil & Gas Lease, Assignee shall so notify Assignor in writing thereof, at least forty-five (45) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall so notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen days (15) after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to reacquire said lease to such lands. Assignee shall then have the right to surrender such interest. Any reassignment as provided herein shall be free from any burdens other then those existing on the date hereof.

INITIAL FOR IDENTIFICATION

KP / LRM

Kay Papulak — LRM Corporation

NOTARY

STATE OF UTAH)
) ss. ACKNOWLEDGMENT
COUNTY OF SALT LAKE)

On the 29th day of March, 1994, personally appeared before me Kay Papulak, who being by me duly sworn did say that she was the person who signed the within and foregoing instrument.

My Commission Expires: 9-25-94

Notary Public:

Residing in Salt Lake City, Utah

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of March, 19 94

Name of Assignor as shown on current lease Kay Papulak
Please type or print

Assignor Kay Papulak (Signature)
or
Attorney-in-fact _____ (Signature)

416 10th Avenue
(Assignor's Address)

Salt Lake City, Utah 84103
(City) (State) (Zip Code)

Executed this 31st day of March, 19 94

Assignee LRM CORPORATION
By: L. R. McSweyn (Signature)
or L. R. McSweyn, President
Attorney-in-fact _____ (Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95011

625

Use 20452

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 APR -5 AM 9:00

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)

WCOMCAU

Lease Serial No.
WYW-130318
Lease Effective Date (Anniversary Date)
October 1, 1993
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LRM CORPORATION
   Street 6447 Yeoman Road
   City, State, ZIP Code Shepherd, Montana 59079

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 27 N, R 109 W, 6th PM Sec 12: N½, SW¼ Sec 13: NW¼ Sec 14: W½NW¼, SE¼ Sec 15: N½, N½S½, SW¼SW¼ Sec 23: E½ Sec 24: SW¼ Containing 1,880.00 acres Sublette County, Wyoming 249579	100%	100%	NONE	5%	NONE

RECORDED Nov. 10, 19 94 2:30 PM
IN BOOK 99 Orig PAGE 1025
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton
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 effective MAY 01 1994

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Theresa M. Stevens
LAND LAW EXAMINER

SEP 07 1994

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

REASSIGNMENT RIDER

For Lease Number WYW-130318

In the event that the Assignee shall desire to surrender said Oil & Gas Lease, Assignee shall so notify Assignor in writing thereof, at least forty-five (45) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall so notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen days (15) after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to reacquire said lease to such lands. Assignee shall then have the right to surrender such interest. Any reassignment as provided herein shall be free from any burdens other then those existing on the date hereof.

INITIAL FOR IDENTIFICATION

Kay Papulak — LRM Corporation

NOTARY

STATE OF UTAH)
) ss. ACKNOWLEDGMENT
COUNTY OF SALT LAKE)

On the 29th day of March, 1994, personally appeared before me Kay Papulak, who being by me duly sworn did say that she was the person who signed the within and foregoing instrument.

My Commission Expires: 9-25-94

Notary Public:

Residing in Salt Lake City, Utah

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of March, 19 94

Name of Assignor as shown on current lease Kay Papulak (Please type or print)

Assignor or Attorney-in-fact: Kay Papulak (Signature)

416 10th Avenue (Assignor's Address)

Salt Lake City, Utah 84103 (City) (State) (Zip Code)

Executed this 31st day of March, 19 94

Assignee or Attorney-in-fact: LRM CORPORATION By: L. R. McSweyn (Signature)

L. R. McSweyn, President

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95011

626

627

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-28379
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	77.5% of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	77.5% of 1% of 100%

Being in all a total of an undivided One and Fifty-five One-Hundredths Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 28: S/2
Section 33: N/2
Section 34: All
Section 35: All
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 1920.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:
INC.

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES,

Exec. V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249584
249584

RECORDED Nov. 14 1994 9:30AM
IN BOOK 99 M6 PAGE 627
F [redacted] .00 COUNTY CLE [redacted]

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of O[illegible]994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires 11-1-96
(SEAL)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____ TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, FG Andrikopoulos, Fort Collins Consolidated Royalty, Weeks Brewer & Co.

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

629

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-28379
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 28: All
Section 33: N/2
Section 34: All
Section 35: All
Only insofar as said rights pertain from below the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 2,240.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:
William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.
A. G. Andrikopoulos, President

ATTEST:
Asst. Sec.-Treas.
WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
Exec V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249585
249585

RECORDED Nov. 14, 19 94 9:30 AM
IN BOOK 990 PAGE 629
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK [redacted] Jayston

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO (SEAL)

My Commission Expires: 3-31-96

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of [redacted] State of Wyoming
My Commission Expires Nov. 1, 1996

My Commission Expires: 11-1-96

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely, (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public -- California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting W.S. Ott # Dow Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE 630 William R. Scribner, AG Andrikopoulos Fort Collins Consolidated Royalty, Weeks Brewer & Ass

©1992 NATIONAL NOTARY ASSOCIATION

631

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-28379
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	30% of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	30% of 1% of 100%

Being in all a total of an undivided Sixty Percent of One Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 28: N/2
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 320.00 acres, more or less.

WITNESS our hands this 24 day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst Sec

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249586
249586

RECORDED Nov. 14, 1994 9:30 AM
IN BOOK 99 Misc PAGE 631
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sapton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11-1-96
(SEAL)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

NNA1 NNA1

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Interest Out of Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalty, Weeks
6032

633

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-33563
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.825% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.825% of 100%

Being in all a total of an undivided Three and Sixty-five One-Hundredths Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 27: NE/4
Only insofar as said rights pertain from the surface of the erath down to a depth of fifty (50) feet below the stratigraphic equivalent of the total depth of 12,856' as drilled in the Federal 13-4 Well located in the NW/4SW/4 of Section 4-T31N-R114W, 6th P.M.
Containing 160.00 acres, more or less.

RECORDED Nov. 14 1994 9:30 AM
IN BOOK 99 PAGE 1023
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

249587

ATTEST:

Assist. Sec.
WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

Rider to that certain Assignment of Overriding Royalty dated October 24th, 1994 from A. G. Andrikopoulos Resources, Inc., Weeks, Brewer and Associates, Fort Collins Consolidated Royalties, Inc. and [redacted]y Trust as Assignor's and M. S. [redacted] and John C. Osmond, as Assignees [redacted]

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEWIS PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(S E A L)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC County of Laramie State of Wyoming My Commission Expires Nov. 1, 1998

My Commission Expires: 11-1-98
(S E A L)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS BREWER & ASSOCIATES this 5th day of ~~October~~ November 1994

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S. Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos, Fort Collins Consolidated Royalties, Weeks Brewer & Assoc.

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

635

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36439
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	3/10 of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	3/10 of 1% of 100%

Being in all a total of an undivided Six-tenths of One Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 21: S/2SE/4, NW/4SE/4
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 120.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:
William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.
A. G. Andrikopoulos, President

ATTEST:
Diane E Hoge
Asst. Sec.
WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249585
249588

RECORDED Nov. 14 1994 9:30 AM
IN BOOK 99 Misc PAGE 635
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Saxton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

My Commission Expires: 3-31-96

BRENDA LEE PERKINS NOTARIAL (SEAL) PUBLIC STATE OF COLORADO

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1996

My Commission Expires: 11-1-96
(S E A L)

Diane E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 519

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S. Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos, Fort Collins Consolidated Royalties, Weeks, Brewer & Co.

6360

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-71

637

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36439
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST[illegible] 12/28/82
2161 BRYANT STREE[illegible]
PALO ALTO, CA 94301

, as 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 [illegible]by acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	4/10 of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	4/10 of 1% of 100%

Being in all a total of an undivided Eight-tenths of One Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 21: NE/4
Section 22: All
Section 23: W/2
Section 26: NW/4
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 1,280.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst Sec

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249589
249589

RECORDED Nov. 14, 1994 9:30AM
IN BOOK 99 OPR PAGE 637
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

My Commission Expires: 3-31-96 (SEAL)

Brenda Lee Perkins
Notary Public

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

My Commission Expires: 11-1-96 (SEAL)

DIANNE E. GREENE - NOTARY PUBLIC County of Laramie State of Wyoming My Commission Expires Nov. 1, 1998

Diane E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES COMM. # 994684 Notary Public — California SANTA CLARA COUNTY My Comm. Expires MAY 9, 1997

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S. Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos, Fort Collins Consolidated Royalty, Weeks Brewer & Assoc.

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

639

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36439
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	77.5% of 1% of 100%
John C. Osmond	6212 S. Galena Court: Englewood, CO 80111	77.5% of 1% of 100%

Being in all a total of an undivided One and Fifty-five One-hundredths Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 9: Lots 1, 2, 3, 4, S/2N/2, S/2
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 533.64 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst. Sec

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249590
249590

RECORDED Nov. 14, 1994 9:30A M
IN BOOK 99 PAGE 1039
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Saxton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11/1/98
(SEAL)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Effective U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, AG Andrikopoulos Fort Collins Consolidated Royalty, Trustee

©1993 NATIONAL NOTARY ASSOCIATION

641

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-36439 DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 9: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 21: E/2
Section 22: All
Section 23: W/2
Section 26: NW/4
Only insofar as said rights pertain from below the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 1973.64 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

[redacted] 249591 [redacted]
249591

RECORDED Nov. 14 1994 9:30 AM
IN BOOK 99 PAGE 641
FEE [redacted]
SUBLETTE COUNTY CLERK

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

My Commission Expires: 3-31-96
(SEAL)

Sandy Lee Perkins
Notary Public

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

My Commission Expires: 11-1-96
(SEAL)

DIANNE E. GREENE - NOTARY PUBLIC County of Laramie State of Wyoming My Commission Expires Nov. 1, 1998

Diane E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Interest in U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos & Fort Collins Consolidated Royalties, Inc.

0042

643

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36439
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	24.375%of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	24.375%of 1% of 100%

Being in all a total of an undivided Forty-eight and Seventy-five One-Hundredths Percent of One Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 21: NE/4SE/4
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 40.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst. Sec

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249592
249592

RECORDED Nov. 14 1994 9:30AM
IN BOOK 99 Misc PAGE 643
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Saxton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(S E A L)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October,~~ November 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October,~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov

My Commission Expires 11-7-96
(S E A L)

Dianne E. Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October,~~ November, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara
On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")
personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting US Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalty, Trustee

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

645

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36440
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 26: S/2
Section 27: W/2, SE/4
Only insofar as said rights pertain from below the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 800.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Deanie E Greene
Asst. Sec.
WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

Shirley R. Ely
SHIRLEY R. ELY, CO-TRUSTEE

Leonard W. Ely
LEONARD W. ELY, CO-TRUSTEE

249593

RECORDED Nov. 14 1994 9:30 AM
IN BOOK 99 Misc PAGE 645
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cat Saxton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11-1-96
(SEAL)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting W/2 Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE 646 William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalty, Weeks

NNA1 NNA1

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36440
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	77.5% of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	77.5% of 1% of 100%

Being in all a total of an undivided One and Fifty-five One-Hundredths Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 27: SW/4NW/4, W/2SW/4
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 120.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249594

RECORDED Oct. 14 1994 9:30 AM
IN BOOK 99 Misc PAGE 647
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK By [illegible]

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11-1-96
(SEAL)

Diane E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE 048 William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalty, Weeks

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-36440
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	40% of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	40% of 1% of 100%

Being in all a total of an undivided Eighty Percent of One Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 26: S/2
Section 27: N/2NW/4, SE/4NW/4, E/2SW/4, SE/4
Only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 680.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:
CLERK

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst Sec.

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

EXEC - V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249595

RECORDED Nov. 14, 1994 9:30 AM
IN BOOK 99 Misc PAGE 649
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK [redacted] Sexton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1996

My Commission Expires: 11-1-96

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of October, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting WS Ct & Dow Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalty, Weeks Brewer & Assoc

650

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

651

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-38512
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	15% of 1% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	15% of 1% of 100%

Being in all a total of an undivided Thirty Percent of One Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 21: NW/4
Only insofar as said rights pertain from the surface of the erath down to a depth of fifty (50) feet below the stratigraphic equivalent of the total depth of 11,875' as drilled in the Celeron Federal #21-28 Well located in the NE/4NW/4 of Section 28-T32N-R114W, 6th P.M.
Containing 160.00 acres, more or less.

WITNESS our hands this 24th day of October 1994, however, effective December 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V. P

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249596

RECORDED Nov. 14, 1994 9:30AM
IN BOOK 99 PAGE 651
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK By Cathe Saxton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(S E A L)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11/1/98
(S E A L)

Diane E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE 652 William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalties, Trustee

653

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-117557
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 33 North, Range 115 West, 6th P.M.
Section 35: E/2
Section 36: W/2
Containing 640.00 acres, more or less.

WITNESS our hands this 24th day of October, 1994, however, effective September 1, 1990.

ATTEST:
William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.
A. G. Andrikopoulos, President

ATTEST:
Diane E Freese
Asst Sec

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
Exec V. P.

WEEKS, BREWER & ASSOCIATES

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249597

RECORDED Nov. 14, 1994 9:30 AM
IN BOOK 99 Misc PAGE 653
FEES $8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Saxton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

My Commission Expires: 11/1/98
(SEAL)

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Dianne E. Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

NNA1

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Interest US Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, AG Andrikopoulos Fort Collins Consolidated Royalty Trustee

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-119845
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Section 1: Lots 1-4, S/2N/2, S/2
Section 2: Lots 2-4, S/2N/2, E/2SW/4, SE/4
Containing 1,169.62 acres, more or less.

WITNESS our hands this 24th day of October, 1994, however, effective May 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Assistant Secretary

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249598

RECORDED Nov. 14, 1994 9:30AM
IN BOOK 99 946 PAGE 655
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Saxton

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires 11-1-96
(SEAL)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S. Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos, Fort Collins Consolidated Royalty, Trustee

P.O. Box 7184 • [illegible] CA 91309-7184

656

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-121443
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 33 North, Range 114 West, 6th P.M.
Section 18: Lots 1-4, E/2, E/2W/2
Section 19: E/2NE/4
Section 20: W/2
Section 29: NW/4, N/2SW/4, SE/4SW/4
Section 30: NE/4NE/4, S/2NE/4, NE/4SW/4, N/2SE/4
Township 33 North, Range 115 West, 6th P.M.
Section 13: ALL
Section 24: N/2
Containing 2,516.24 acres, more or less.

WITNESS our hands this 24th day of October, 1994, however, effective October 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst. Sec.
WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249599

RECORDED Nov. 14, 1994 9:30 AM
IN BOOK 99 076 PAGE 657
FEE [redacted] COUNTY CLERK [redacted]
SUBLETTE COUNTY, WYOMING

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11-1-98
(SEAL)

Dianne E. Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of November, 1994.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty affecting U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, AG Andrikopoulos, Fort Collins Consolidated Royalties, Trustee
658

659

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-121444
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 33 North, Range 114 West, 6th P.M.
Section 29: SW/4SW/4
Section 30: Lots 4, SE/4SW/4, S/2SE/4
Section 31: Lots 3, 4, E/2SW/4, SE/4
Section 32: W/2
Township 32 North, Range 115 West, 6th P.M.
Section 11: Lots 1-4, S/2
Section 12: Lots 1-6, SW/4, W/2SE/4
Township 33 North, Range 115 West, 6th P.M.
Section 25: E/2
Section 36: E/2
Containing 2,478.12 acres, more or less.

WITNESS our hands this 24th day of October, 1994, however, effective October 1, 1990.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec. V.P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

[redacted] 249600 [redacted]

RECORDED Nov. 14 19 94 9:30 AM
IN BOOK [redacted] PAGE 659
FEES $6.00 [redacted] CLERK

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11/1/98
(SEAL)

Dianne E. Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting U.S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos, Fort Collins Consolidated Royalty, Weeks Brewer & Assoc.

6060

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 •

6161

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-121818
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 33 North, Range 115 West, 6th P.M.
Section 24: SE/4SE/4
Containing 40.00 acres, more or less.

WITNESS our hands this 24th day of October, 1994, however, effective May 1, 1991.

ATTEST:
William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.
A. G. Andrikopoulos, President

ATTEST:
Asst Sec
WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
Exec V P
General Partner
Exec. V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82
SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249601

RECORDED Nov. 14, 1994 9:30 AM
IN BOOK 99 Misc PAGE 6161
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sattor

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(S E A L)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

My Commission Expires: 11-1-96
(S E A L) Laramie Wyoming My Commission Expires Nov. 1, 1998

Diane E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

The foregoing instrument was acknowledged before me by WILLIAM R. WEEKS as general partner of WEEKS, BREWER & ASSOCIATES, this 5th day of ~~October~~ November, 1994.

Witness my hand and official seal.

State of California }
County of Santa Clara }

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S)),

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____ TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting US Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, FG Andrikopoulos Fort Collins Consolidated Royalty, Weeks Brewer & Assoc.

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

663

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASE W-121822
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. G. ANDRIKOPOULOS RESOURCES, INC.
P. O. BOX 788
CHEYENNE, WY 82003

WEEKS, BREWER & ASSOCIATES
106 LA QUESTA WAY
WOODSIDE, CA 94062

FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. BOX 1363
CHEYENNE, WY 82003

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST UNDER TRUST UTD 12/28/82
2161 BRYANT STREET
PALO ALTO, CA 94301

, as 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, an overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
M. S. Johnson	P. O. Box 2904 Denver, CO 80201	1.25% of 100%
John C. Osmond	6212 S. Galena Court. Englewood, CO 80111	1.25% of 100%

Being in all a total of an undivided Two and One-half Percent of One Hundred Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and extension or renewal thereof, to-wit:

Township 33 North, Range 115 West, 6th P.M.
Section 24: NE/4SE/4
Containing 40.00 acres, more or less.

WITNESS our hands this 24th day of October, 1994, however, effective May 1, 1991.

ATTEST:

William R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ATTEST:

Asst. Sec

WEEKS, BREWER & ASSOCIATES

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Exec V. P.

THE ELY TRUST UNDER TRUST UTD 12/28/82

SHIRLEY R. ELY, CO-TRUSTEE

LEONARD W. ELY, CO-TRUSTEE

249602

RECORDED Nov. 14, 1994 9:30 AM
IN BOOK 990 MP PAGE 663
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24TH day of October, 1994, before me personally appeared A. G. Andrikopoulos, to me personally known, who being by me sworn, did say that he is the President of A. G. ANDRIKOPOULOS RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. G. Andrikopoulos acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24TH day of October, 1994.

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 3-31-96
(SEAL)

Brenda Lee Perkins
Notary Public

State of Wyoming)
) ss.
County of Laramie)

On this 5th day of ~~October~~ November, 1994, before me personally appeared WILLIAM R. WEEKS, to me personally known, who being by me sworn, did say that he is the EXECUTIVE VICE PRESIDENT of FORT COLLINS CONSOLIDATED ROYALTIES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM R. WEEKS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of ~~October~~ November, 1994.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires: 11/1/98
(SEAL)

Dianne E Greene
Notary Public

State of Wyoming)
) ss.
County of Laramie)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Santa Clara

On 10/31/94 (DATE) before me, Carole Johannes, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Leonard W. Ely and Shirley R. Ely (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAROLE JOHANNES
COMM. # 994684
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires MAY 9, 1997

WITNESS my hand and official seal.

Carole Johannes
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Assignment of Overriding Royalty Affecting W/S Oil & Gas Leases
NUMBER OF PAGES 2 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE William R. Scribner, A.G. Andrikopoulos, Fort Collins Consolidated Royalties, Trustee

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

6604

Production Inc.
P.O. Box 46513
Denver, CO 80201-6513

6605

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.

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 18th day of October, 1994.

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

249612

RECORDED Nov. 14, 1994 2:35 PM
IN BOOK 99 Q46 PAGE 6605
FEES $ 28.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Sutton

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 18th day of October, 1994.

My Commission Expires: Aug 9, 1997

NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public - Ronald Rowland
Address: 7403 E. Bates Dr.
Denver, CO 80231

Attached to and made a part of Assignment of Oil & Gas Leases from CONTEX ENERGY COMPANY to TEXACO EXPLORATION AND PRODUCTION INC.

EXHIBIT "A" - Big Horn County, Wyoming

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
[redacted]909386A	6/26/94	Edna McAllister Morey	Contex Energy Company	55N-97W Sec 2: (Resurvey) Lot 40-A; Lot 40-C; Lot 3	160.97	Bk MF26, Pg 275
OGL WY909385A	6/23/94	Rose Doty Company	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 279
OGL WY909385C	6/23/94	Leola Rose Peterson	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 277
OGL WY909385D	6/23/94	Nola D. Christoffersen	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 273
OGL WY909385B	6/23/94	VeLoy Griffin Yorgason	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 268

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909385E	6/23/94	Northwest Community College Foundation	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 400
OGL WY909385F	6/23/94	Griffin and Griffin Co., a ptnshp, and Frank S. Griffin, Trustee of the Frank S. Griffin 1980 Trust established 6/4/80	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 402
OGL WY909385G	6/23/94	Griffin and Griffin Co., a ptnshp, and Frank S. Griffin, Trustee of the Vinetta R. Griffin 1980 Trust established 6/4/80	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 404
OGL WY909385H	6/23/94	Amy Kirkland	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 406
OGL WY909385I	6/23/94	Norma Griffin Kirkland	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 545

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909385J	6/23/94	Ranae Chitty	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 552
OGL WY909385K	6/23/94	J. Kenneth Doty	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 1146
OGL WY909385L	6/23/94	Judith Griffin Wert	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 1458
OGL WY909385M	6/23/94	Barbara Doty	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 1460
OGL WY909385N	6/23/94	Brent G. Yorgason	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 1778

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY9093850	6/23/94	Scott G. Yorgason	Contex Energy Company	55N-97W Lot 60 (Resurvey): That portion of Lot 60 known and desc under original survey as SWNW of Sec 2; & Lot 1, SENE & NESE of Sec 3	160.00	Bk MF26, Pg 1782
OGL WY909410A	7/12/94	Board of County Commissioners Big Horn County, WY	Contex Energy Company	55N-97W Resurvey Lots 41, 42C, 38G, and 38H, lying and being in Sec 1, 2 and 11 of original survey	162.15	Bk MF26, Pg 550
OGL WY909387A	6/23/94	Sylvia Snyder Batenhorst	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 287
OGL WY909387B	6/23/94	Mildred R. Snyder Richardson	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 271
OGL WY909387C	6/23/94	Helen V. Snyder	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 285
OGL WY909387D	6/23/94	Jack D. Snyder	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 283
OGL WY909387E	6/23/94	Robert L. Snyder	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 281

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909387F	6/23/94	John W. Richardson	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 408
[redacted] WY909387G	6/23/94	Sara Snyder Ramirez	Contex Energy Company	Resurvey Lot 39 lying and being in T55N-R97W and T56N-R97W	120.62	Bk MF26, Pg 1144
OGL WY909393A	6/29/94	Ila Bay	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 410
OGL WY909393B	6/29/94	James Ruben White, et al, Co-Trustees of the James Ruben White Family Trust	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 412
[redacted] WY909393C	6/29/94	Robert D. Dalin	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 414 Corr of Desc Bk MF26, Pg 786
OGL WY909393D	8/10/94	Mary Ellen Leach	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1150
OGL WY909393E	8/10/94	Scott Bowen	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1152
[redacted] 09393F	8/10/94	Robert Eldridge Threet	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1450

970

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909393G	8/10/94	Ellyn T. Sparrow	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1452
OGL WY909393H	8/10/94	Carolyn Stephenson	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1462
OGL WY909393I	8/10/94	Brent L. Bowen	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1454
OGL WY909393J	8/10/94	Conway B. Threet	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1456
OGL WY909393K	8/10 4	Marjorie K. Cardon	Contex Energy Company	55N-97W Sec 1: Lots 3, 4, 38A, 38B, 38E, 38F, 38I, 38J	321.29	Bk MF26, Pg 1780
OGL WY909411A	7/20/94	Bert W. Mann	Contex Energy Company	55N-97W (Resurvey) Sec 10: Lot 7 Sec 10 & 11: Lot 42K Sec 11: Lots 42E, 42F, 42G, 42H, 42I and 42J	320.00	Bk MF26, Pg 548
OGL WY909411B	7/20/94	Myra Mann Kuhre	Contex Energy Company	55N-97W (Resurvey) Sec 10: Lot 7 Sec 10 & 11: Lot 42K Sec 11: Lots 42E, 42F, 42G, 42H, 42I and 42J	320.00	Bk MF26, Pg 784

Document	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909411C	7/20/94	Lulu Mann Lund	Contex Energy Company	55N-97W (Resurvey) Sec 10: Lot 7 Sec 10 & 11: Lot 42K Sec 11: Lots 42E, 42F, 42G, 42H, 42I and 42J	320.00	Bk MF26, Pg 778
OGL WY909411D	7/20/94	Algie Mann Partridge	Contex Energy Company	55N-97W (Resurvey) Sec 10: Lot 7 Sec 10 & 11: Lot 42K Sec 11: Lots 42E, 42F, 42G, 42H, 42I and 42J	320.00	Bk MF26, Pg 780
OGL WY909411E	7/20/94	Mona M. Roberts	Contex Energy Company	55N-97W (Resurvey) Sec 10: Lot 7 Sec 10 & 11: Lot 42K Sec 11: Lots 42E, 42F, 42G, 42H, 42I and 42J	320.00	Bk MF26, Pg 782
OGL WY909411F	7/20/94	Delilah H. Brown and James Frank Brown	Contex Energy Company	55N-97W (Resurvey) Sec 10: Lot 7 Sec 10 & 11: Lot 42K Sec 11: Lots 42E, 42F, 42G, 42H, 42I and 42J	320.00	Bk MF26, Pg 1148

672

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

RECORDED Nov. 15, 1994 9:20 AM
IN BOOK 99 OR PAGE 673
FEES 12.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sanford

249628

THIS AGREEMENT, made and entered into this 21st day of July, 1994, by and between Kathleen Anne Miller, a single woman, also known as Kathleen Ann Miller of P.O. Box 243, Daniel, Wyoming 83115, 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:

See EXHIBIT "A" and "ADDENDUM TO OIL AND GAS LEASE", both attached hereto and by this reference made a part hereof.

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) 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 21st day of July, 1995, 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 Key Bank, at Big Piney, Wyoming (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 two thousand, nineteen and 65/100's ******** DOLLARS ($2019.65), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

~~10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above, [redacted] of oil and gas, or separately for the production of either [redacted] in its judgment it is necessary or advisable to do so, a[redacted] leases in the immediate vicinity [redacted] of whether~~

authority similar to t[redacted] with respect to such other land, lease or leases. Like[redacted]ously formed to include formations not producing o[redacted] be reformed to exclude such non [redacted]mations. The forming or reforming of any unit shall [redacted]d by lessee executing and filing of record a declar[redacted]h unitization or reformation, which d[redacted]hall describe the unit. Any unit may include land upo[redacted]hich [redacted]l has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby ~~warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Kathleen Anne Miller

Kathleen Anne Miller, single
also known as Kathleen ann Miller

520-70-5607
Social Security No.

INDIVIDUAL, Wyoming, Montana, Colorado

STATE OF Wyoming
COUNTY OF Sublette } ss.

On this 21 day of Oct, 19 94, before me personally appeared Kathleen Anne Miller

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 21 day of Oct, 19 94.

My commission expires:
11-19-94

Kathy J. Quintard
Notary Public for the State of Wyoming
residing at Big Piney

KATHY J. QUINTARD - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 19, 1994

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

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994, by and between Kathleen Anne Miller, a single woman, also known as Kathleen Ann Miller, Lessor, and Contex Energy Company, Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 29 North, Range 112 West, 6th P.M.
Section 4: Lot 2, Lot 3, Lot 4, SW¼NE¼, S½NW¼, W½SW¼
Section 5: Lot 1, SE¼NE¼, E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼, E½
Section 9: W½W½
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: S½

containing 2,019.65 acres, more or less.

Signed for Identification:

Kathleen Anne Miller

Kathleen Anne Miller, single
aka Kathleen Ann Miller

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated July 21, 1994 by and between Kathleen Anne Miller, a single woman, also known as Kathleen Ann Miller, Lessor and Contex Energy Company, Lessee, to-wit:

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall, by this reference, be amended to read fifteen percent (15%).

2. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such agreement, and particularly all drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereafter be operated under any such agreement, and the agreement provides for allocation of unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any part thereof, shall be, for the purpose of computing royalties to be paid to Lessor, regarded as having been produced from the particular tract of land to which it is allocated, and the royalty payments to be made shall be based upon production only so allocated.

3. Subject to the other provisions herein contained, three years after the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. If at or within one hundred twenty (120) days prior to the expiration of the three-year period after expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. Lessee shall record a release as to all lands not covered by the accepted lands herein described.

4. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule or regulation set aside in the Spacing Order.

5. Once initial production from this lease begins, if the sum of the royalty paid Lessors from the date of first

production to the one (1) year anniversary date or any subsequent one (1) year period is less than the annual rental payment provided in this lease, then Lessee agrees to pay Lessor the difference between the royalty paid to Lessor for the previous one (1) year period and the annual rental amount provided by this lease. If payment is not tendered by Lessee to Lessor within ninety (90) days from the anniversary date that a deficiency in royalty occurs as described above, this lease shall terminate as to all parties.

6. Lessee shall notify Lessor in advance of staking and building a location.

7. Location site for any well or wells on leased premises shall not exceed three acres unless agreed upon before construction of location.

8. At the time of staking any location, Lessee shall pay to surface owner(s) an amount to be mutually agreed by Lessee and surface owner(s), such agreement not being unreasonably withheld, for roadway right-of-way and location site. Lessee shall pay the surface owner(s) for reasonable damages to all property, real, personal or mixed, caused by its operations on said land, including but specifically not limited to land, growing crops, grass, buildings, livestock, surface, fences and other improvements and personal property.

9. During the term of the lease, Lessee shall not be allowed to conduct drilling or seismic operations on irrigated meadow lands during times when same are under irrigation or are being harvested (said period of inclusion is expected to be approximately from March 1 through October 15).

10. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

11. Upon completion of drilling any and all wells, drilling mud shall be removed, slush pits shall be filled and leveled within a reasonable length of time after cessation of operations, and the Lessee shall proceed with reasonable diligence to restore the surface of all location sites and access roads to as near to their original condition, found prior to Lessee's operation, as is practicable, and such lands shall be re-seeded.

12. Drilling sites will be fenced to prevent livestock from impeding operations.

13. Lessee shall be responsible for, and defend, indemnify and hold Lessor, and any heirs, successors and assigns of Lessor, harmless from any and all liability or injuries to any property or persons arising out of, caused by, or related to any oil and gas operations.

Signed for Identification:

Kathleen Anne Miller

Kathleen Anne Miller, a single woman
aka Kathleen Ann Miller

[redacted] [redacted] [redacted]

[redacted] [redacted]

RECORDED [redacted] 19 94 9:20A M
IN BOOK 99 MISC PAGE 678
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

249629

ASSIGNMENT OF PREFERENTIAL RIGHT TO LEASE

THIS ASSIGNMENT AND AGREEMENT, made and entered into this 1st day of September, 1994, by and between Keith McNinch, a/k/a Keith E. McNinch, and his wife, Marilyn J. McNinch, whose address is P. O. Box 663, Big Piney, Wyoming 83113, hereinafter called "ASSIGNOR" and Contex Energy Company of 1645 Court Place, Suite 212, Denver, Colorado 80202, hereinafter called "ASSIGNEE",

WITNESSETH:

That, WHEREAS, under and by virtue of the Act of March 3, 1891 (26 Stat. 1095, et seq, 43 U.S.C. 946-951), ASSIGNOR, by due authorization and approval by the United States Department of the Interior, Bureau of Land Management, is the owner and holder of a right of way for reservoirs and canals under application designated Evanston 024404 (E-024404), lying within and across the following described Government lands in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
Section 18: Lots 1, 4, SENW, SWNE, SESW, SE
19: Lot 4, SESW, N2SE, SESE, S2NE
20: N2N2, S2NW, SWNE, E2SW
29: E2W2, NWNW

TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.
Section 2: Lot 2, SENE, E2SE
11: E2E2, SWSE
12: NWNW, S2NW, SW, S2SE
13: E2NE, S2SE
14: NENE
24: N2NE, SWNE, SENW, NESW, N2SE, SESE

It being the intent of this description to cover all lands described under E-024404, being McNinch Reservoirs No. 1 and No. 2, along with all associated ditches and canals.

WHEREAS, under the provisions of that certain enactment known as the Act of May 21, 1930 (30 U.S.C. 301-306), and the associated regulations 43 CFR Subpart 3109.1, the holder of a right of way acquired under laws of the United States is entitled to a preferential right to an oil and gas lease from the United States covering the oil and gas deposits thereunder, which said preferential right is by such enactment and regulations made assignable; and

WHEREAS, ASSIGNOR is willing to assign its preferential right, as aforesaid, to ASSIGNEE.

NOW THEREFORE, in consideration of the sum of ten and more dollars ($10.00 & more), in hand paid to ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and relinquish unto ASSIGNEE all rights and interests of ASSIGNOR in and to a preferential right to an oil and gas lease from the United States of America covering the oil and gas deposits under ASSIGNOR's right of way for its reservoirs and canals upon the lands herein specifically described; it being the intent and understanding of the ASSIGNOR that this assignment covers only its interest, if any, under the above identified Act of May 21, 1930, and does not cover any other right, held or claimed by ASSIGNOR with respect to the right of way for its reservoirs and canals upon the said above described lands.

The provisions hereof shall extend to and be binding upon the ASSIGNOR, the ASSIGNEE, and their respective successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date herein first stated.

ASSIGNOR

Keith E McNinch

KEITH McNINCH, a/k/a Keith E. McNinch

Marilyn J. McNinch

MARILYN J. McNINCH

ASSIGNEE
CONTEX ENERGY COMPANY

by Gary Butler

Gary Butler, President

678

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SUBLETTE

On this the 16th day of September, 1994, before me, a notary public in and for the above county and state, personally appeared KEITH McNINCH, a/k/a Keith E. McNinch, and Marilyn J. McNinch, his wife, and acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed.

Witness my hand and official seal.

My Commission Expires:

Nov. 4, 1996

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires

Notary Public
Address: c/o Key Bank
Big Piney, WY 83113

STATE OF COLORADO
COUNTY OF DENVER

On this the 21st day of September, 1994, before me, a notary public in and for the above county and state, personally appeared Gary Butler, known to me to be the President of Contex Energy Company, a corporation and acknowledged that such corporation executed the foregoing instrument.

Witness my hand and official seal.

My Commission Expires: 8/9/97

NOTARY PUBLIC STATE OF COLORADO

Notary Public Ronald Rowland
Address: 7403 E. Bates Dr.
Denver, Co 80231

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989

PAID

OIL AND GAS LEASE

249630

RECORDED Nov. 15, 1994 9:30 AM
IN BOOK 99 Misc PAGE 680
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sartain
SUBLETTE COUNTY CLERK

THIS AGREEMENT, made and entered into this 18th day of October 1994, by and between Paul Logan Homer and Ruth Homer, husband and wife

of 1960 View St. Salt Lake City, UT 84105, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Place, Ste 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more --------- dollars ($ 10.00 & more) 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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 ~~XXXXX~~ 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.

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, ~~[illegible]~~ a sum equal to ~~[illegible]~~ $1.00 per acre ~~[illegible]~~. 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 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 unless 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 are not provided shall not be suspended by reason of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay delay rental on the anniversary dates hereof in the same manner as above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.

Paul Logan Homer
PAUL LOGAN HOMER

Ruth Homer
RUTH HOMER

SS# 520 42 0623

528 Ho 0517

STATE OF Utah

COUNTY OF Salt Lake } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 31st day of October, 19 94, before me personally appeared Paul Logan Homer and Ruth Homer, husband and wife

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that t 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 31st day of October, 19 94.

My commission expires:
3/30/98

Barbara K. Pinnick
Notary Public for the State of Utah
residing at Salt Lake, Utah

NOTARY PUBLIC
BARBARA K. PINNICK
15 East 100 South #600
Salt Lake City, UT 84111
My Commission Expires
March 30, 1998
STATE OF UTAH

STATE OF

COUNTY OF

CORPORATE, Wyoming, Montana, Colorado

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the President (or Secretary) of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this day of , 19 .

My commission expires:

Notary Public for the State of

residing at

[redacted]

$1.00 per net mineral acre rental on the next ensuing

Attached to and made a part of Oil and Gas Lease dated October 18, 1994, between Paul Logan Homer and Ruth Homer, as Lessors, and Contex Energy Company, Lessee.

EXHIBIT "A"

Sublette County, Wyoming

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.

Section 5: Lots 2, 3, 4, SWNE, S2NW, SW, NWSE
6: Lots 1, 2, 3, 4, 6, 7, E2SW, NESE, S2SE
8: E2NW

TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M.

Section 1: SENE, SE

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.

Section 32 : S2SW

containing in the aggregate 1,146.18 acres, more or less.

SIGNED FOR IDENTIFICATION:

Paul Logan Homer
Paul Logan Homer

Ruth Homer
Ruth Homer

Lessor shall not bear any "on lease" transportation or processing costs.

483

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

RECORDED Nov 15, 1994 9:20AM
IN BOOK 99M46 PAGE 483
FEES 10.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sadler

THIS AGREEMENT, made and entered into this 18th day of October, 1994, by and between Mary Jane Christy, a widow

of P. O. Box 269 Panguitch, UT 84759, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Place, Ste 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more --------- dollars ($ 10.00 & more) 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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 ~~XXXXX~~ 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.

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, ~~royalty under the lease~~, a sum equal to ~~the annual delay rental~~ $1.00 per acre. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either [redacted]. If lessee's judgment it is necessary or advisable to do so, [redacted] ive of whether

authority similar to [redacted] with respect to such other land, lease or leases. Likewise, 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 established 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 hereinprovided shall not be suspended by reason of the suspension of operations above and~~ if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay ~~such delay rental~~ on the anniversary dates hereof ~~in the manner herein provided above~~.

17. Lessor hereby ~~warrants and agrees to defend the title to~~ the land 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.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.

Mary Jane Christy
MARY JANE CHRISTY

SS# 528-66-2674

STATE OF Utah }
COUNTY OF Garfield } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 27th day of October, 19 94, before me personally appeared Mary Jane Christy, to me known to be the person X described in, and who executed the foregoing instrument, and who acknowledged to me that S he 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 27th day of October, 19 94.

My commission expires:
10-21-97

Camille A. Moore
Notary Public for the State of Utah,
residing at Garfield County

CAMILLE A. MOORE
NOTARY PUBLIC • STATE of UTAH
801 NORTH MAIN
PANGUITCH, UT 84759
COMM. EXP. 10-21-97

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 _____

6084

$1.00 per net mineral acre rental on the next ensuing

Attached to and made a part of Oil and Gas Lease dated October 18, 1994, between Mary Jane Christy, as Lessor, and Contex Energy Company, Lessee.

EXHIBIT "A"

Sublette County, Wyoming

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.

Section 5: Lots 2, 3, 4, SWNE, S2NW, SW, NWSE
6: Lots 1, 2, 3, 4, 6, 7, E2SW, NESE, S2SE
8: E2NW

TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M.

Section 1: SENE, SE

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.

Section 32 : S2SW

containing in the aggregate 1,146.18 acres, more or less.

SIGNED FOR IDENTIFICATION:

Mary Jane Christy
Mary Jane Christy

Lessor shall not bear any "on lease" transportation or processing costs.

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

249632

RECORDED Nov. 15, 1994 9:20 AM
IN BOOK 99 MD PAGE 686
FEES 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sutton

THIS AGREEMENT, made and entered into this 18th day of October, 1994, by and between Kimberly S. Christy and Pamela T. Christy, husband and wife

of 1448 South 550 East Kaysville, UT 84037, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Place, Ste 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more --------- dollars ($ 10.00 & more) 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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 ~~XXXXX~~ 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.

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, ~~as the only royalty hereunder, a sum equal to the annual delay rental is payable under this lease.~~ Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease. $1.00 per acre

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 [illegible]old 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 t[illegible]se insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals [illegible] shall not be suspended by reason of the suspension of [illegible] and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay [illegible] on the anniversary dates hereof [illegible].

17. Lessor hereby [illegible] 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.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.

Kimberly S. Christy
KIMBERLY S. CHRISTY

SS# 529 92 7983

Pamela T. Christy
PAMELA T. CHRISTY

529-17-5587

STATE OF Utah }
COUNTY OF Davis } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 27th day of October, 19 94, before me personally appeared Kimberly S. Christy and Pamela T. Christy, husband and wife,

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 27 day of October, 19 94.

My commission expires:

NOTARY PUBLIC
STEVEN JARED HURST
310 South Main, Suite 308
Salt Lake City, UT 84101
COMMISSION EXPIRES
OCT. 24, 1995
STATE OF UTAH

Notary Public for the State of Utah,
residing at Davis County

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 _____

$1.00 per net mineral acre rental on the next ensuing

Attached to and made a part of Oil and Gas Lease dated October 18, 1994, between Kimberly S. Christy and Pamela T. Christy, as Lessors, and Contex Energy Company, Lessee.

EXHIBIT "A"

Sublette County, Wyoming

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.

Section 5: Lots 2, 3, 4, SWNE, S2NW, SW, NWSE
6: Lots 1, 2, 3, 4, 6, 7, E2SW, NESE, S2SE
8: E2NW

TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M.

Section 1: SENE, SE

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.

Section 32 : S2SW

containing in the aggregate 1,146.18 acres, more or less.

SIGNED FOR IDENTIFICATION:

Kimberly S. Christy

Pamela T. Christy

Lessor shall not bear any "on lease" transportation or processing costs.

689

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

RECORDED Nov. 15, 1994 9:20A M
IN BOOK 99 Q46 PAGE 689
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

249633

THIS AGREEMENT, made and entered into this 18th day of October, 1994, by and between Cathleen C. Thomas and Terry Thomas, wife and husband

of 2670 Everon St. Idaho Falls, ID 83401, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Place, Ste 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more --------- dollars ($ 10.00 & more) 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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 ~~XXXXX~~ 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.

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, ~~by check or draft of lessee, or any depository designated for that purpose,~~ a sum equal to ~~the product obtained by multiplying the number of acres then subject to this lease by~~ $1.00 per acre. 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, irrespective of whether

authority similar to [redacted] th respect to such other land, lease or leases. Likewis[redacted] eviously 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 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 shall not be suspended during the first year hereof. Lessee shall not be liable for breach of any express or implied covenants during any period of suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay delay rental on the next anniversary dates hereof in the same manner as above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.

Cathleen C. Thomas
CATHLEEN C. THOMAS

SS# 529-86-0487

Terry R. Thomas
TERRY THOMAS

529-84-9650

STATE OF Utah
COUNTY OF Bonneville
} ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 27th day of October, 19 94, before me personally appeared Cathleen C. Thomas and Terry Thomas, wife and husband,

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 27th day of October, 19 94.

My commission expires: 10/19/99

Notary Public for the State of Idaho
residing at Idaho Falls

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

690

Attached to and made a part of Oil and Gas Lease dated October 18, 1994, between Cathleen C. Thomas and Terry Thomas, as Lessors, and Contex Energy Company, Lessee.

EXHIBIT "A"

Sublette County, Wyoming

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.

Section 5: Lots 2, 3, 4, SWNE, S2NW, SW, NWSE
6: Lots 1, 2, 3, 4, 6, 7, E2SW, NESE, S2SE
8: E2NW

TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M.

Section 1: SENE, SE

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.

Section 32 : S2SW

containing in the aggregate 1,146.18 acres, more or less.

SIGNED FOR IDENTIFICATION:

Cathleen C. Thomas

Terry Thomas

Lessor shall not bear any "on lease" transportation or processing costs.

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

249634

RECORDED Nov. 15, 1994 9:20 A M
IN BOOK 99 PAGE 692
FEES 8.00 Mary C. COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sofka

THIS AGREEMENT, made and entered into this 25th day of October, 19 94, by and between Beverly Homer, a widow

of 2311 4th Avenue, Clarkston, Washington 99403, 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 29 North, Range 112 West, 6th P.M.
Section 7: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11); N½NE¼, E½NW¼, NE¼SW¼
Township 29 North, Range 113 West, 6th P.M.
Section 12: NE¼, E½NW¼, NE¼SW¼, N½SE¼

containing 612.72 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 ~~XXXXX~~ 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.

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, ~~royalty under this 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. $1.00 per acre

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 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, [illegible] reason of such suspension, lessee shall pay [illegible] the anniversary dates hereof [illegible] and if this lease is extended beyond the primary term above stated by

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.

This is a paid-up lease. All annual rental payments have been paid in advance to keep this lease in force and effect throughout the primary term stated herein.

$1.00 per net mineral acre rental on the next ensuing

388-68-3835

Beverly Homer

Beverly Homer, a widow

Robert A. Homer

STATE OF WASHINGTON }
COUNTY OF Asotin } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 4th day of November, 1994, before me personally appeared Beverly Homer, a widow and Robert A. Homer

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they he 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 November, 1994.

My commission expires:
2-01-97

Robin D. Elder
Notary Public for the State of Washington
residing at Clarkston

ROBIN D. ELDER NOTARY PUBLIC STATE OF WASHINGTON Commission Expires FEB. 01, 1997

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 _____

No. 950CP-I Rev. [redacted] [redacted] [redacted]

FORM 88 UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of September, 1994, by and between Edward F. Steele, Jr., a single man, Box 1A, Star Route #2, Pinedale, WY 82941, party of the first part, hereinafter called lessor, (whether one or more) and H. P. McLish, 1675 Broadway, Suite 2400, Denver, CO 80202, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More ($10.00+) Dollars in hand paid, receipt of which is hereby acknowledged, or the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette county, state of Wyoming, to-wit:

249638

RECORDED Nov. 15, 1994 11:15 AM
IN BOOK 99 OPR PAGE 694
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

TOWNSHIP 33 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 6: Lot 2(39.84)

TOWNSHIP 34 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 31: NESW, SE
SECTION 32: SW

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and owned or claimed by lessor and containing 399.84 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. 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 (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay a sum equal to the annual delay rental per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house 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.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

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 this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in Northwest Credit Union, Box 2019, Sandy, UT or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Three Hundred Ninety-nine and 84/100 ($399.84) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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 paying date. 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. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rental and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, [redacted] produced on said land for its operation thereon, ~~except water from wells of lessor~~.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. 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 their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above-described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above-described lands 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. In addition to and not in limitation of the rights granted in paragraph 12 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that all lands in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existence of any excluded street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred sixty (660) acres in surface area, and for production of condensate or distillate shall not exceed three hundred thirty (330) acres in surface area unless some larger unit for condensate or distillate is permitted or prescribed by lawful authority, in which event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any drilling on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, 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.

15. 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 any taxes, mortgage, or other liens existing levied, or assessed on or against the above-described lands and, in 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.

16. All rental payments which may fall due under this lease may be made to above named lessor, one of the above-named lessors, in the manner herein stated.

17. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee 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 the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) 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 as production continues.

18. It is agreed that this lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. 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.

Edward F. Steele, Jr.

Edward F. Steele, Jr.
Social Security No. 520-50-6716

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 19 day of October, 1994 before me personally appeared Edward F. Steele, Jr., a single man to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal this 19 day of October, 1994.

My Commission Expires My Commission Expires: 10-06-96

Karen Hines
Notary Public

WY651EFS.OGL

No. 950CP-I Rev. [redacted] [redacted] [redacted]

FORM 88 UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of September, 1994, by and between Marion K. Cole, a married woman dealing in her sole and separate property, 915 E. 3rd P.O. Box 4149 Marbleton, Wy 83113 Marbleton, WY party of the first part, hereinafter called lessor, (whether one or more) and H. P. McLish, 1675 Broadway, Suite 2400, Denver, CO 80202, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More ($10.00+) Dollars in hand paid, receipt of which is hereby acknowledged, or the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, state of Wyoming, to-wit: 249638

TOWNSHIP 33 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 6: Lot 2(39.84)

TOWNSHIP 34 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 31: NESW, SE
SECTION 32: SW

RECORDED Nov 15, 1994 11:15AM
IN BOOK 99045 PAGE 696
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and owned or claimed by lessor and containing 399.84 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. 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 (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay a sum equal to the annual delay rental per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house 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.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

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 this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in Northwest Credit Union P.O. Box 58900 S.L.C., Ut. 84158-0900 or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Three Hundred Ninety-nine and 84/100 ($399.84) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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 paying date. 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. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rental and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, [redacted] produced on said land for its operation thereon, ~~except water from wells of lessee~~.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. 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 their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above-described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above-described lands 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. In addition to and not in limitation of the rights granted in paragraph 12 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that all lands in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existance of any excluded street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred sixty (660) acres in surface area, and for production of condensate or distillate shall not exceed three hundred thirty (330) acres in surface area unless some larger unit for condensate or distillate is permitted or prescribed by lawful authority, in which event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing as instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any drilling on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, 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.

15. 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 any taxes, mortgage, or other liens existing levied, or assessed on or against the above-described lands and, in 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 lian, any royalty or rentals accruing hereundar.

16. All rental payments which may fall due under this lease may be made to above named lessor, one of the above-named lessors, in the manner herein stated.

17. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee 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 the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) 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 as production continues.

18. It is agreed that this lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. 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.

Marion K. Cole

Marion K. Cole

Social Security No. 520-44-8590

ALICE L. [illegible]
[illegible] of
[illegible]
My Commission Expires
Notary Public
State of Wyoming
Dec. 30, 1994

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

On this 19th day of October, 1994, before me personally appeared Marion K. Cole, a married woman dealing in her sole and separate property to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal this 19th day of October, 1994.

My Commission Expires 12/30/94

Notary Public

WY651MKC.OGL

3711237

NO. 950CP-1 REV.

FORM 88 UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of September, 1994, by and between Barbara Jean Sells, a single woman, 814 West 20th Anchorage, AK, party of the first part, hereinafter called lessor, (whether one or more) and H. P. McLish, 1675 Broadway, Suite 2400, Denver, CO 80202, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More ($10.00+) Dollars in hand paid, receipt of which is hereby acknowledged, or the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

249640

RECORDED Nov. 16, 1994 11:15AM
IN BOOK 99M6 PAGE 698
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

TOWNSHIP 33 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 6: Lot 2(39.84)

TOWNSHIP 34 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 31: NESW, SE
SECTION 32: SW

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and owned or claimed by lessor and containing 399.84 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. 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 (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay a sum equal to the annual delay rental per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house 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.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

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 this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in National Bank of Alaska, P.O. 196127, Anchorage, AK or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Three Hundred Ninety-nine and 84/100 ($399.84) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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 paying date. 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. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rental and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. 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 the wells of lessor~~.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. 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 their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above-described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above-described lands 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. In addition to and not in limitation of the rights granted in paragraph 12 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands and like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that all lands in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existance of any excluded street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred sixty (660) acres in surface area, and for production of condensate or distillate shall not exceed three hundred thirty (330) acres in surface area unless some larger unit for condensate or distillate is permitted or prescribed by lawful authority, in which event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing as instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any drilling on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which shall be payable under the terms of this lease.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, 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 royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

15. 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 any taxes, mortgage, or other liens existing levied, or assessed on or against the above-described lands and, in 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.

16. All rental payments which may fall due under this lease may be made to above named lessor, one of the above-named lessors, in the manner herein stated.

17. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) 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 as production continues.

18. It is agreed that this lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. 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.

Barbara Jean Sells

Barbara Jean Sells
Social Security No. 520-32-6770

ACKNOWLEDGEMENT

STATE OF Alaska)
COUNTY OF Anchorage) ss.

On this 26 day of October, 1994, before me personally appeared Barbara Jean Sells, a single woman to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal this 26 day of October, 1994.

My Commission Expires 7-25-98

WY651BJS

Notary Public

[redacted] [redacted] [redacted]

S. Mathelon

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-122218

Lease Effective Date
(Anniversary Date)
November 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Stanley Energy W., Inc.
1776 Lincoln Street, Suite 410
Denver, CO 80203-4316

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 27 North, Range 110 West, 6th P.M. Section 25: S2 Containing 320.00 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

249708

RECORDED Nov. 16, 1994 4:15 PM
IN BOOK 99 946 PAGE 760
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soften

This assignment is made subject to the terms and conditions of that certain letter agreement dated June 20, 1994, between Assignor and Assignee herein.

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)

760

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.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of October, 19 94

Name of Assignor as shown on current lease Holmes P. McLish
Please type or print

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

1675 Broadway, Suite 2400
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 19th day of October, 19 94

Stanley Energy W., Inc.

Assignee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67022

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

BEFORE ME, the undersigned Notary Public in and for said County and State, on this 19th day of October, 1994, personally appeared H.P. McLish, 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: _____

My Commission Expires 07/01/1998

Notary Public

page 703

704

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-119831
Lease Effective Date (Anniversary Date)
May 1, 1990
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 249709
Street
City, State, ZIP Code
Stanley Energy W., Inc.
1776 Lincoln Street, Suite 410
Denver, CO 80203-4316

RECORDED Nov. 16, 1994 4:35 PM
IN BOOK 99 P76
PAGE 704
FEES 10.00
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 Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 5: SE4NE4, SE4SE4 Section 6: SE4NE4, SE4SE4 Section 8: SE4NE4, SE4SE4 Section 9: SE4SE4 Containing 280.00 acres, more or less Sublette County, Wyoming This assignment is made subject to the terms and conditions of that certain letter agreement dated June 20, 1994, between Assignor and Assignee herein.	100%	100%	None	4.5%	None

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 _____

_____
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

_____
(Title)

_____
(Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of October, 19 94

Name of Assignor as shown on current lease H.P. McLish
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact _____ (Signature)

1675 Broadway, Suite 2400
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 19th day of October, 19 94

Stanley Energy W., Inc.

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67022

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

BEFORE ME, the undersigned Notary Public in and for said County and State, on this 19th day of October, 1992, personally appeared H.P. McLish, 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.

KANDICE MILLER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: My Commission Expires 07/01/1996

Kandice Miller
Notary Public

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-125501
Lease Effective Date (Anniversary Date)
November 1, 1991
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Stanley Energy W., Inc. 249710
1776 Lincoln Street, Suite 410
Denver, CO 80203-4316

RECORDED Nov. 16, 1994 4:50 PM
IN BOOK 99 Misc PAGE 707
FEES 10.00 Mary L. Lyttle 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 27 North, Range 109 West, 6th P.M. Section 27: SW4 Section 34: N2NW4, SW4NW4 Containing 280.00 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None
This assignment is made subject to the terms and conditions of that certain letter agreement dated June 20, 1994, between Assignor and Assignee herein.					

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

his assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or quitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

ssignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

y _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of October, 19 94.

Name of Assignor as shown on current lease H.P. McLish

Assignor _____ (Signature) Please type or print

or

Attorney-in-fact _____ (Signature)

1675 Broadway, Suite 2400 (Assignor's Address)

Denver, CO 80202 (City) (State) (Zip Code)

Executed this 19th day of October, 19 94

Stanley Energy W., Inc.

Assignee _____ (Signature)

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67022

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

BEFORE ME, the undersigned Notary Public in and for said County and State, on this 19th day of October, 1994, personally appeared H.P. McLish, 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:

Notary Public

KANDICE MILLER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 07/01/1998

710

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-119830
Lease Effective Date (Anniversary Date)
May 1, 1990
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 249711
   Street Stanley Energy W., Inc.
   City, State, ZIP Code 1776 Lincoln Street, Suite 410
   Denver, CO 80203-4316

RECORDED Dec. 16 1994 4:15 PM
IN BOOK 99046 PAGE 710
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Kathy Sadler

*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 109 West, 6th P.M. Section 3: SE4NE4, SE4SE4 Section 4: SE4NE4, SE4SE4 Section 9: SE4NE4, Section 10: SE4NE4, SE4SE4 Containing 280.00 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

This assignment is made subject to the terms and conditions of that certain letter agreement dated June 20, 1994, between Assignor and Assignee herein.

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)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of October, 19 94

Name of Assignor as shown on current lease H.P. McLish
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

1675 Broadway, Suite 2400
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 19th day of October, 19 94

Assignee Stanley Energy W., Inc.
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/67022

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

BEFORE ME, the undersigned Notary Public in and for said County and State, on this 19th day of October, 1994, personally appeared H.P. McLish, to me known to be the identical person described [illegible] 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: _____

My Commission Expires 07/01/1998

Notary Public

[redacted] [redacted] [redacted]

Effective 11-86
Form ML-2
(revised 7-92)

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENT MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 93-00270, **effective** June 2, 19 93.
described completely as follows:

Township 27 North, Range 110 West, 6th P.M.
Section 36: All

249712

RECORDED Nov. 16, 19 94 4:15 PM
IN BOOK 99046 PAGE 713
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

County Sublette **Total Acres** 640.00

****

ASSIGNOR, H.P. McLish

with address at 1675 Broadway, Suite 2400, Denver, CO 80202-4624

being the owner of 100 **percent** undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 27 North, Range 110 West, 6th P.M.
Section 36: All

for good and valuable consideration, hereby assigns to:

(1) Stanley Energy W., Inc., **assignee, with address at:**
1776 Lincoln Street, Suite 410, Denver, CO 80203-4316, 100 **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 100 **percent of full leasehold interest), insofar as it covers the following described land:**

Township 27 North, Range 110 West, 6th P.M.
Section 36: All

containing 640.00 acres, more or less, and retaining 0 percent interest in this lease and reserving unto assignor overriding royalty interest of: 3.33%

subject to: In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned. This assignment is subject to the terms of that certain letter agreement dated 6/20/94 between Assignor and Assignee herein.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director 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, its successors and assigns, subject tot he terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 1st day of October, 1994

H.P. McLish
Assignor - Lessee

WITNESS:
Janet S. Rodaire

By: _____
Title

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado)
) **ss.**
County of Denver)

On this 1st **day of** October, **19**94, **before me personally appeared** H.P. McLish, **to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.**

Witness my hand and seal this 1st **day of** October, **19**94.

STEPHANIE BERNARD NOTARY PUBLIC STATE OF COLORADO

Stephanie Bernard
Notary Public

My Commission expires: 3-13-96

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) **ss.**
County of _____)

On this _____ **day of** _____, **19**____, **before me personally appeared** _____, **to me personally know, who, being by me duly sworn, did say that he is the** _____ **of** _____ _____ **and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said** _____ **acknowledged said instrument to be the free act and deed of said corporation.**

Witness my hand and seal this _____ **day of** _____, **19**____.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 93-00270

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an

____ Individual

____ General Partnership

____ Limited Partnership

____ Assignee's Signature

____ Assignee's Address

____ Date

Signature of all assignees is required

__X__ Corporation

Other (Describe) ____

____ Assignee's Signature PRESIDENT

____ Assignee's Address

____ Date 6/19/94

____ Assignee's Signature

____ Assignee's Address

____ Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, 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: Stanley Energy W., Inc.

Address: 1776 Lincoln Street, Suite 410

Denver, CO 80203-4316

Telephone: (303) 830-0998

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee

Assigned Portion: ____

____

Company: ____

Address: ____

____

____

Telephone: ____

Accepted By: ____

To be completed by Assignor

Retained Portion: ____

____

Company: ____

Address: ____

____

____

Telephone: ____

Accepted By: ____

716

Form 3109-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW134449

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 Noonan Thomas J
   Street 1300 Manor Dr
   City, State, Zip Code Casper WY 826093105

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 _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036N R. 112W 06th Meridian WY State Sublette County
Sec 035 SW¼

24972

RECORDED Nov. 17, 19 94 3:20 PM
IN BOOK 99 Misc PAGE 746
FEES 14.00 Mary A. Lacy COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Scanlon

Total acres in lease 160.000
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Land Law Examiner (Title)

OCT 25 1994 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1994

(Continued on reverse)

FOR LESSEE

State or Territory there[illegible]ties holding an interest in the offer are in compliance wi[illegible]3100 and the leasing authorities; (3) offeror's chargeable[illegible]rect and indirect, in each public domain and pro[illegible]parately in the same State do not exceed 246,080 acres[illegible]gas leases (of which up to 200,000 acres may be in oil [illegible]ns), or 300,000 acres in leases in each leasing District [illegible]aska of which up to 200,000 acres may be in options, (4) [illegible]t considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for 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.

WYW134449

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

[redacted] [redacted] [redacted] 34449

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

THIS NOTICE APPLIES TO ALL PARCELS

WYW134449

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

[redacted] [redacted] [redacted]

FORM 88 UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of September, 1994, by and between Ruth Ann Steele, a single woman, 3101 west 31st #1, Anchorage, AK 99517 Anchorage, AK, party of the first part, hereinafter called lessor, (whether one or more) and H. P. McLish, 1675 Broadway, Suite 2400, Denver, CO 80202, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More ($10.00+) Dollars in hand paid, receipt of which is hereby acknowledged, or the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

TOWNSHIP 33 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 6: Lot 2(39.84)

TOWNSHIP 34 NORTH - RANGE 109 WEST, 6th P.M.
SECTION 31: NESW, SE
SECTION 32: SW

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and owned or claimed by lessor and containing 399.84 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. 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 (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay a sum equal to the annual delay rental per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house 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.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

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 this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in FedAlaska Federal Credit Union P.O Box 107505 Anchorage, AK 99517 or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Three Hundred Ninety-nine and 84/100 ($399.84) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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 paying date. 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. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rental and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. 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 of lessor~~.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. 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 their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above-described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above-described lands 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. In addition to and not in limitation of the rights granted in paragraph 12 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that all lands in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existence of any excluded street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred sixty (660) acres in surface area, and for production of condensate or distillate shall not exceed three hundred thirty (330) acres in surface area unless some larger unit for condensate or distillate is permitted or prescribed by lawful authority, in which event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any drilling on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, 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.

15. 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 any taxes, mortgage, or other liens existing levied, or assessed on or against the above-described lands and, in 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.

16. All rental payments which may fall due under this lease may be made to above named lessor, one of the above-named lessors, in the manner herein stated.

17. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee 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 the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) 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 as production continues.

249730

721

RECORDED Nov. 17 19 94 3:30 PM
IN BOOK 99 Pt 6 PAGE 751
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Sexton

18. It is agreed that this lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. 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.

Ruth Ann Steele

Ruth Ann Steele

Social Security No. 520-50-6703

ACKNOWLEDGEMENT

STATE OF Alaska)
) ss.
COUNTY OF N/A)

On this 7th day of November, 19 94, before me personally appeared Ruth Ann Steele, a single woman to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal this 7th day of November, 1994.

My Commission Expires January 6, 1997

Notary Public

WY651RAS.OGL

[redacted]SSIGNMENT OF OVERR[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE WYW-121697

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That YELLOW RIBBON, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
YELLOW RIBBON, INC	42 Calle Feliz Sedona, Arizona 86336	2.16% of 8/8ths
STANDARD ENERGY CORPORATION	P.O. Box 27156 Salt Lake City, Utah 84127	1.44% of 8/8ths
S & R ENTERPRISES	P.O. Box 10,007 Ketchum, Idaho 83340	0.90% of 8/8ths
FREEMAN INVESTMENTS, A PARTNERSHIP	3415 South Clayton Boulevard Englewood, Colorado 80110	0.50% of 8/8ths

Being in all a total of an undivided FIVE (5%) PERCENT OF ONE HUNDRED (100%) PERCENT
ASSIGNED
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in SUBLETTE County, State of WYOMING, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 30 N, R 115 W, 6th PM

Sec. 2: Lots 1-4, S½N½, S½;
Sec. 3: Lots 1, 2, S½NE, SE;
Sec. 10: E½;
Sec. 11: All

249777

RECORDED Nov 21 1994 1145A M
IN BOOK 99 Of6 PAGE 223
FEES $ 8.00 Mary L Gilfillan COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By TRACEY L Fields

Containing 1,926.53 acres, more or less.

WITNESS our hands this 23rd day of September, 1994

Witnesses:
Patricia Henson

By: Pamela K Nelson
Power of Attorney for Both Corporations

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 23 day of SEPTEMBER, 1994, before me personally appeared Pamela K. Nelson, Power of Attorney for Both Corporations the signor..... of the above instrument, who duly acknowledged to me that SHE executed the same.

My commission expires:

NOTARY PUBLIC
DOUGLAS W. WEAVER
448 South 400 East #100
Salt Lake City, Utah 84111
My Commission Expires
August 11, 1995
STATE OF UTAH

Douglas W Weaver
Notary Public

Residing in SALT LAKE CITY, UTAH

Oil & Gas Form No. 8
Petroleum Investment Company
231 West 800 South
Salt Lake City, Utah 84101

723

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of WYOMING, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to By.: YELLOW RIBBON, INC
Its President

..... as to By.: STANDARD ENERGY CORPORATION
Its President

..... as to .....

..... as to By: S & R ENTERPRISES
Its General Partner

..... as to .....

..... as to By: FREEMAN INVESTMENTS, A PARTNERSHIP
Partner

..... as to .....

..... as to .....

..... as to .....

..... as to .....

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 20th day of September, in the year of 1994, before me, Leslie Nelson, a Notary Public personally appeared Howard L. Ross, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same.

My commission expires: 9/20/96

LESLIE NELSON NOTARY PUBLIC STATE OF IDAHO

Notary Public