Form 3000-3a
(October 1992)

UNITED STATES
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.

WYW-102717

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)* Snyder Oil Corporation
   Street 1625 Broadway, Suite 2200
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

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

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West Section 30: Lots 1 (40.6), 2(40.7), E/2NW/4, SE/4 Section 31: Lots 1(40.81), 2(40.57), E/2NW/4, SE/4 Containing 642.68 acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	5% of 8/8ths

249797

RECORDED NOV 21 1994 345PM
IN BOOK 100 Pg 6 PAGE 1
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF WYOMING
COUNTY OF NATRONA

On this 15th day of OCTOBER 1994, before me personally appeared John W. Martin, to m personally known, who, being by me duly sworn, did say that he is the President of McMurry Oi Company and that said instrument was signed in behalf of said corporation by authority of it Board of Directors, and said John W. Martin acknowledged said instrument to be free act and dee of said corporation.

Witness my hand and seal this 15th day of OCTOBER 1994.

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

(SEAL)

James W. Curry
Notary Public

My Commission expires January 23, 1995

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 15th day of October, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor _____
or
Attorney-in-fact _____
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 25th day of OCT, 19 94

Transferee _____
or
Attorney-in-fact _____
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

Form 3000-3a
(October 1992)

UNITED STATES
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

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-102732

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Snyder Oil Corporation
Street 1625 Broadway, Suite 2200
City, State, ZIP Code Denver, Colorado 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 108 West Section 28: SE/4 Section 35: SE/4 Containing 320 acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	5% of 8/8ths

249798

RECORDED Nov 21 1994 345PM
IN BOOK 100 946 PAGE 3
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

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 _____

_____ (Authorized Officer)

_____ (Title) (Date)

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

TATE OF WYOMING
OUNTY OF NATRONA

On this 15th day of OCTOBER 1994, before me personally appeared John W. Martin, to me ersonally known, who, being by me duly sworn, did say that he is the President of McMurry Oil ompany and that said instrument was signed in behalf of said corporation by authority of its oard of Directors, and said John W. Martin acknowledged said instrument to be free act and deed f said corporation.

Witness my hand and seal this 15th day of OCTOBER 1994.

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

SEAL)

James W. Curry
Notary Public

y Commission expires January 23, 1995

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 15th day of October, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor
(Signature)
or
Attorney-in-fact
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 25th day of Oct, 19 94

Transferee
(Signature)
or
Attorney-in-fact Timothy R. M
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

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*U.S. GPO: 1992-774-017/67023

Form 3000-3a
(October 1992)

UNITED STATES
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.

WYW-131987

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)* Snyder Oil Corporation
Street 1625 Broadway, Suite 2200
City, State, ZIP Code Denver, Colorado 80202

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

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

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

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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 107West Section 15: NW/4, SE/4 Section 22: NW/4, SE/4 Section 27: NW/4, SE/4 containing 960 acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	3% of 8/8ths

249799

RECORDED Nov 21 1994 345P M
IN BOOK 100 Misc 6 PAGE 5
FEES 8.00 Mary A. Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracy L Fiddo

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF WYOMING
COUNTY OF NATRONA

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Witness my hand and seal this 15th day of OCTOB 1994.

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

James W. Curry
Notary Public

My Commission expires January 23, 1995

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

Executed this 15th day of October, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor John W Martin
or (Signature)
Attorney-in-fact
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 25th day of Oct, 19 94

Transferee
or (Signature)
RC Attorney-in-fact Timothy R M
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

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*U.S. GPO: 1992-774-017/67

m 3000-3a
ctober 1992)

UNITED STATES
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.

WYW-118148

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)

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City, State, ZIP Code Denver, Colorado 80202

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249800

RECORDED Nov 21 1994 3:45 PM
IN BOOK 100 PAGE 7
FEES 8.00 Mary A. Lowe COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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Transfer approved effective _____

_____ (Authorized Officer)

_____ (Title)

_____ (Date)

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COUNTY OF NATRONA

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

(SEAL)

My Commission expires January 23, 1995

James W. Curry
Notary Public

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Please type or print

Transferor
(Signature)
or
Attorney-in-fact
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 25th day of Oct, 19 94

Transferee
(Signature)
or
pp Attorney-in-fact
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TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

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*U.S. GPO: 1992-774-017/67

[redacted]

Producers 88
Rocky Mountain 1989

2[redacted]8
249828

OIL AND GAS LEASE

RECORDED Nov [redacted] 19 94 4:15P M
IN BOOK 100 Pt 6 PAGE 9
FEES 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

THIS AGREEMENT, made and entered into this 30th day of September, 1994, by and between Alsade Minerals Limited Partnership (a Wyoming Limited Partnership) of P.O. Box 520, 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 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 30th day of September, 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 Rock Springs National Bank, at Rock Springs, 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, two hundred & no/100' DOLLARS ($ 2,200.00), 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, jointly or severally with other land, lease or leases, 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~~ 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

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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 seperate 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.

Alsade Minerals Limited Partnership

By: Kenneth H Guio

Kenneth H. Guio, General Partner

STATE OF CALIFORNIA }
COUNTY OF Monterey } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 31st day of October, 19 94, before me personally appeared Kenneth H. Guio

to me known to be the person here 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 31st day of October, 19 94.

My commission expires:

April 25, 1997

Carole Newcombe
Comm #992827
NOTARY PUBLIC CALIFORNIA
MONTEREY COUNTY
Comm. Expires April 25, 1997

Carole Newcombe

Notary Public for the State of California

residing at Aptos Drive, CA

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:

Carole Newcombe
Comm #992827
NOTARY PUBLIC CALIFORNIA
MONTEREY COUNTY
Expires April 25, 1997

Notary Public for the State of _____

residing at [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 30, 1994 by and between Alsade Minerals Limited Partnership, Lessor, and Contex Energy Company, Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 30 North, Range 112 West, 6th P.M.

Section 13: S½
Section 23: S½SW¼, SE¼
Section 24: W½E½, W½
Section 25: All
Section 26: E½, E½W½, NW¼NW¼

containing 2,200.00 acres, more or less.

Signed for Identification:

Alsade Minerals Limited Partnership

By:

Kenneth H. Guio, General Partner

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ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated September 30, 1994 by and between Alsade Minerals Limited Partnership, 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. During the term of the Lease, Lessee shall not be allowed to conduct seismic operations on Lessor's hay meadows during times when same are under irrigation or are being harvested (said period of exclusion is expected to be approximately from May 1st through August 31st). If Lessee employs methods of geophysical exploration whereby drill holes and

[redacted] [redacted] [redacted]

explosive charges are used, then and only in such case, Lessee shall pay Lessor, One Hundred Fifty ($150.00) dollars for each drill hole that Lessee drills upon Lease Lands and shall post a Ten Thousand ($10,000.00) dollar bond, at a local bank, for the purpose of guaranteeing proper plugging and reclamation of such drill holes.

Signed for Identification:

Alsade Minerals Limited Partnership

By:

Kenneth H. Guio, General Partner

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RATIFICATION AND RENTAL DIVISION ORDER
and
CORRECTION OF DESCRIPTION

WHEREAS, under date of August 1, 1994, 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, as Lessor, did make and execute unto Contex Energy Company, as Lessee, a certain Oil and Gas Lease, covering the following described land in Sublette County, Wyoming, and described in said lease as follows, to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
Section 2: Lots 3, 4, S2NW, S2
3: Lot 1

TOWNSHIP 31 NORTH, RANGE 112 WEST, 6th P.M.
Section 21: SWSW
27: SWNW, SW
28: SENE, N2NW, SWNW
34: W2NE, SENE, E2NW, E2SE, NWSE
35: SW

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
Section 11: SESE
13: SENE, N2NW, SENW, N2SE
14: NENE

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
Section 2: Lots 3, 4, S2NW, S2
3: Lot 1

TOWNSHIP 31 NORTH, RANGE 112 WEST, 6th P.M.
Section 21: SWSW
27: SWNW, SW
28: SENE, N2NW, SWNW
34: W2NE, SENE, E2NW, E2SE, NWSE
35: SW

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
Section 11: SESE
13: SWNE, N2NW, SENW, N2SE
14: NENE

in said County and State;

24929

RECORDED Aug 23 1994 4:15 PM
IN BOOK 142 PAGE 14
FEES 8.00 SUBLETTE COUNTY CLERK
By Tracey L Fields

NOW THEREFORE, in consideration for the sum of One Dollar ($1.00) and other good and valuable consideration, we, the undersigned, and each of us, do hereby ratify, approve, confirm, and adopt the above described corrected oil and gas lease insofar as it covers the above corrected description of the lands intended to be covered thereby, and do hereby lease, demise, and let said land unto Contex Energy Company, subject to and under all 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; 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 corrected description of land may be divided as follows:

CREDIT TO	AMOUNT	DEPOSITORY BANK
Ruth F. Budd, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80	$ 1,158.03	Key Bank Big Piney, WY 83113
Ruth F. Budd, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80 as holder of any executory rights heretofore created	$ 0.00	
Heirs and/or devisees of Addison Moffat	$ 160.00	
Heirs and/or devisees of George T. Wilson	$ 238.74	
Nancy Espenscheid	$ 0.00	
Betty Louise Fear	$ 0.00	
Mary Budd Flitner	$ 0.00	
Richard Frank Tanner	$ 0.00	
William Robert Tanner	$ 0.00	
John L. D. Tanner	$ 0.00	

[redacted] [redacted] [redacted]

and that payment or tender, of the amount above set [illegible] opposite his/her name, directly or to his/her credit in the depository bank at the times and in the manner specified in said lease will, as to his/her said interest in the said land, extend the 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/her 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 of 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 hand this 25th day of October, 1994.

Nancy Espenscheid
Nancy Espenscheid

Ruth F. Budd
Ruth F. Budd, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80, and as holder of any executory rights heretofore created

Betty Louise Fear
Betty Louise Fear

Mary Budd Flitner
Mary Budd Flitner

STATE of Wyoming
COUNTY of Sublette } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of October 1994, personally appeared Nancy Espenscheid, Ruth F. Budd, Betty Louise Fear, Mary Budd Flitner 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 he/she/they duly executed the same as a free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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
County of
State of Wyoming
My Commission Expires: 7/12/97

Barbara Henry
Notary Public
Address: Big Piney, Wyo 83113

STATE of _____
COUNTY of _____ } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1994, personally appeared _____ 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 and in the capacity stated therein.

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. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1994, personally appeared _____ 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 and in the capacity stated therein.

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:

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.
W-133062

Lease Effective Date
(Anniversary Date)
8-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Yates Drilling Company 4.00%
Street 105 South Fourth Street
City, State, ZIP Code Artesia, New Mexico 88210

*If more than one assignee, check here XX 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
Township 27 North, Range 108 West, 6th P.M. Section 14: All Section 15: All Section 22: All Section 23: N/2, SE/4 Containing 2,400.00 acres, more or less Sublette County, Wyoming	100%	88.66%	11.34%	NONE	NONE

249852

RECORDED Nov 28 1994 1220 PM
IN BOOK 100 Q+6 PAGE 16
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L. Fields

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Abo Petroleum Corporation	4.00%
Myco Industries, Inc.	4.00%
Weed Oil & Gas	3.33%
Estate of Martin Yates III	1.67%
Estate of Lillie M. Yates	1.67%
Los Chicos	3.33%
105 South Fourth Street	
Artesia, New Mexico 88210	

Andex Partners 33.33%
1001 Fannin, Suite 2000
Houston, Texas 77002-6709

Key Production Company, Inc. 33.33
1700 Lincoln Streeet, Suite 2050
Denver, Colorado 80203-4520

STATE OF NEW MEXICO)
: ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 8th day of September 1994 by Randy G. Patterson, Attorney-in-Fact of Yates Petroleum Corporation, a New Mexico corporation on behalf of said corporation.

My commission expires
8-10-96

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 t 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 Unit States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under t 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 a 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 accordan 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 reclamati 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 t Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease descrit 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 8th day of September, 19 94

Name of Assignor as shown on current lease YATES PETROLEUM CORPORATION
Please type or print

Assignor _____
or
Attorney-in-fact Randy G. Patterson, Attorney-in-Fact
(Signature)

105 South Fourth Street
(Assignor's Address)

Artesia, New Mexico 88210
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee _____
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 da 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 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 fraudule statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1992-774-017/670

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.
W-133065

Lease Effective Date
(Anniversary Date)
8-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Yates Drilling Company 4.00%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, New Mexico 88210

*If more than one assignee, check here XX 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
Township 27 North, Range 108 West, 6th P.M. Section 33: E/2 Containing 320.00 acres, more or less Sublette County, Wyoming	100%	88.66%	11.34%	NONE	NONE

RECORDED Nov 28 1994 12:20 PM
IN BOOK 100 MISC PAGE 18
249853 FEES 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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

[redacted] [redacted] [redacted]

Abo Petroleum Corporation	4.00%	Andex Partners	33.33%	Key Production Company, Inc.	33.3
Myco Industries, Inc.	4.00%	1001 Fannin, Suite 2000		1700 Lincoln Streeet, Suite 2050	
Weed Oil & Gas	3.33%	Houston, Texas 77002-6709		Denver, Colorado 80203-4520	
Estate of Martin Yates III	1.67%				
Estate of Lillie M. Yates	1.67%				
Los Chicos	3.33%				
105 South Fourth Street					
Artesia, New Mexico 88210					

STATE OF NEW MEXICO)
: ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 8th day of September, 1994 by Randy G. Patterson, Attorney-in-Fact of Yates Petroleum Corporation, a New Mexico corporation on behalf of said corporation.

My commission expires
3-25-95

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 t 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 Unit States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under t 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 a 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 accordan 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 reclamatic 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 t 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 8th day of September, 19 94

Executed this _____ day of _____, 19

Name of Assignor as shown on current lease YATES PETROLEUM CORPORATION
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

105 South Fourth Street
(Assignor's Address)

Artesia, New Mexico 88210
(City) (State) (Zip Code)

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 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 o 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. GPO: 1992-774-017/6702

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Riata Energy, Inc. , Assignor, of P.O. Box 19068 Amarillo, TX 79114-1068 , for and in consideration of the sum of One Dollar($1.00) and other good and valuable considerations, in hand paid by Mike A. Tinker of 1888 Sherman St, Suite 760 Denver, CO 80203 , hereinafter designated Assignee, for the sum of one and 00/100 dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby SELL ASSIGN, SET OVER TRANSFER AND CONVEY unto said assignee his heirs , successors and assigns, all of its right and title in and to any overriding royalty interest owned by Assignor in the oil and gas produced and saved from lands situated in SUBLETTE , County WYOMING , To Wit;

LEASE DATE: June 1, 1951
LESSOR: U.S.A. W-73977
RECORDED: BK 2, Page 506
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 20: NE/4, N/2SE/4
Limited to depths from surface down to the base of the Mesaverde Formation

LEASE DATE: June 1, 1951
LESSOR: U.S.A. W-06008
RECORDED: BK 2, Page 503
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 20: S/2SE/4
Limited to depths from surface down to the base of the Mesaverde Formation

and embracing 800.00 acres, more or less, according to the survey thereof.

This is an OVERRIDING ROYALTY conveyed by Assignor and accepted by Assignee subject to the terms and conditions of the described Leases, and or other Contracts and Agreements or Assignments of record in Assignor's chain of title.

TO HAVE AND TO HOLD said overriding royalty interest unto said assignee, his heirs, successors and assigns forever.

THIS ASSIGNMENT OF OVERRIDING ROYALTY is made without warranty of title, either express or implied.

DATED THIS 10 th DAY of August , 19 94..

249857

Riata Energy, Inc.

BY: Steven E. Lodge

RECORDED NOV 28 1994 1250 PM
IN BOOK 100 Misc PAGE 20
FEES 6.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

ACKNOWLEDGEMENT

State of Colorado)
)
County of Denver)

The foregoing instrument was acknowledged before me this 9 day of NOVEMBER , 1994 by STEVEN E. LODGE as LAND MANAGER of Riata Energy, Inc. .

WITNESS my hand and official seal.

My commission expires:
Sept [redacted] 8, 1996

[redacted] Notary Public [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Riata Energy, Inc., Assignor, of P.O. Box 19068 Amarillo, TX 79114-1068, for and in consideration of the sum of One Dollar($1.00) and other good and valuable considerations, in hand paid by Mike A. Tinker of 1888 Sherman St, Suite 760 Denver, CO 80203, hereinafter designated Assignee, for the sum of one and 00/100 dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby SELL ASSIGN, SET OVER TRANSFER AND CONVEY unto said assignee his heirs , successors and assigns, an overriding royalty interest equal to three percent percent (3.0%) of all of the oil and gas produced and saved from lands situated in Sublette, County Wyoming, To Wit;

(See Exhibit "A" Attached Hereto)

and embracing _____ acres, more or less, according to the survey thereof.

If the overriding royalty being conveyed to assignor by assignee reduces the net revenue interest of Assignor to less than eighty one percent (81.0%), then said overriding royalty interest shall be reduced accordingly but to not less than one-half of one percent (0.5%).

This is an OVERRIDING ROYALTY conveyed by Assignor and accepted by Assignee subject to the terms and conditions of the described Leases, and or other Contracts and Agreements or Assignments of record in Assignor's chain of title. In the event the mineral interest covered by the above described leases is less than a full mineral interest or the working interest which the overriding royalty interest burdens is less than 100% the overriding royalty interest assigned shall be proportionately reduced.

TO HAVE AND TO HOLD said overriding royalty interest unto said assignee, his heirs, successors and assigns forever.

THIS ASSIGNMENT OF OVERRIDING ROYALTY is made without warranty of title, either express or implied except as to any burdens, liens or encumbrances created by through or under Assignor.

DATED THIS 10 th DAY of August, 19 94.

Riata Energy, Inc.

249858

RECORDED Nov 28 1994 1250 PM
BOOK 100 Pg 216
FEES 10.00
SUBLETTE COUNTY CLERK
Tracey L Fields

BY: Steven E. Loeper

ACKNOWLEDGEMENT

State of Colorado)
)
County of Denver)

The foregoing instrument was acknowledged before me this 9 day of NOVEMBER, 1994 by STEVEN E. LOEPER as LAND MANAGER of Riata Energy, Inc.

WITNESS my hand and official seal.

My commission expires:

September 8, 1996

(Seal) NOTARY PUBLIC STATE OF COLORADO

Tammy L. Colanzo
Notary Public
Residing at:
6431 Quail St. #231
Arvada, CO 80004

EXHIBIT "A"

To Assignment of Overriding Royalty dated the ___ day of _____, 1994, from Riata Energy, Inc. to Mike A. Tinker.

WELL IDENTIFICATION

WELL #2	SWNW	SECTION 29: TWP 32 NORTH, RGE 114 WEST
WELL #4	NWNW	SECTION 29: TWP 32 NORTH, RGE 114 WEST
WELL #5	NESE	SECTION 18: TWP 32 NORTH, RGE 114 WEST
WELL #6	NWNW	SECTION 20: TWP 32 NORTH, RGE 114 WEST
WELL #7	NWSW	SECTION 20: TWP 32 NORTH, RGE 114 WEST
WELL #8	SWSE	SECTION 7: TWP 32 NORTH, RGE 114 WEST
WELL #1-17	NWNW	SECTION 17: TWP 32 NORTH, RGE 114 WEST
WELL #43-20	NESE	SECTION 20: TWP 32 NORTH, RGE 114 WEST

ALL IN SUBLETTE COUNTY, WYOMING

OIL AND GAS LEASES

IDENTIFIED BELOW

C&A LEASE #: WY-0323-211-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-05900
RECORDED: -----
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 19: NE/4NE/4

40.00 acres

C&A LEASE #: WY-0323-226-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-05900-C
RECORDED: -----
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 19: SENE, NESE, SWNE, NWSE, S/2SE
Section 30: Lots 3, 4, E/2SW

388.74 acres

C&A LEASE #: WY-0323-231-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-06008
RECORDED: Book 002 at Page 503
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 20: S/2SE, S/2SW

160.00 acres

C&A LEASE #: WY-0323-232-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-05900-B
RECORDED: -----
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 31: Lots 3, 4, E/2SW/4

149.10 acres

[redacted] [redacted] [redacted]

C&A LEASE #: WY-0323-233-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-06008-A
RECORDED: Book 002 at Page 503
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 29: NW/4

160.00 acres

C&A LEASE #: WY-0323-234-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-77041
RECORDED: Book 023 at Page 276
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 30: E/2NE/4

80.00 acres

C&A LEASE #: WY-0323-235-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-77041
RECORDED: Book 023 at Page 276
DESCRIPTION: TWP 33 NORTH, RGE 114 WEST
Section 30: W/2NE/4, SE/4
Section 31: Lots 1, 2, E/2NW/4

388.90 acres

C&A LEASE #: WY-0323-728-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-73977
RECORDED: Book 002 at Page 506
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 17: NWNW, E/2, E/2NW, NESW, SWNW, NWSW, S/2SW
Section 18: E/2
Section 20: NE/4, N/2SE/4, NW/4, N/2SW/4

1,440.00 acres

C&A LEASE #: WY-3231-231-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-06008
RECORDED: Book 002 at Page 503
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 29: [illegible]/4, S/2
Section 32: N/2, E/2SW, SE/4

1,040.00 acres

C&A LEASE #: WY-3233-230-00-00
LEASE DATE: June 1, 1951
LESSOR: USA Serial #W-06009
RECORDED: Book 002 at Page 506
DESCRIPTION: TWP 32 NORTH, RGE 114 WEST
Section 7: Lots 1, 2, S/2NE/4, SE/4

260.76 acres

48

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 **Leonard Hay**, 118 3rd Street, 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 **an undivided 1.42857143%** in and to the following (all of which are herein collectively called the "Interests"):

1. The oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), subject to the depth restriction set forth in Exhibit "A", together with all the property and rights appurtenant or incident thereto, including without limitation, 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 all 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. The Jensen #1 and #2 wells located on the Lands, and more particularly described in Exhibit "A", 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:

249859

RECORDED NOV 28 19 94 1:00 PM
IN BOOK 100 M 0464 PAGE 24
FEES 12.00 Mary L. Lloyd COUNTY CLERK
SUBSEQUENT COUNTY CLERK
By Tracey L Fields

1

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 as they relate to the Interests acquired hereunder.

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. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., Leonard Hay and Donald R. Hembre.

F. 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:

Leonard Hay

Leonard Hay

ASSIGNEE:

Sheffield Exploration Company, Inc.

By:
Title: SHEFFIELD EXPLORATION COMPANY, INC.
J. Samuel Butler
President & Chief Executive Officer

Attest:
By:
Title: Asst. Sec.

STATE OF WYOMING)
)ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 14 day of Nov, 1994, by Leonard Hay.
Witness my hand and official seal.

FLORA A. HALTER - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 5, 1995

Flora A Halter
Notary Public

My commission expires: March 5, 1995

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of Nov, 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

DONNA BRANNAN

EXHIBIT "A"

OIL AND GAS LEASE AND LANDS

That certain Oil and Gas Lease dated July 1, 1975, from Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, to Leonard Hay, as Lessee, recorded February 20, 1980 at Book 58 Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 58 Oil and Gas, Page 634; and a Ratification thereof dated February 20, 1980 recorded at Book 59 Oil and Gas, Page 687 (all said recordings being with the County Clerk of Sublette County, Wyoming), said lease covering the following described lands in Sublette County, Wyoming:

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

Section 10:	NE/4SE/4, S/2SE/4
Section 11:	Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14:	Lots 1, 2, NE/4NW/4
Section 15:	Lots 1, 2

Together with all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, all in T31N, R109W, 6th P.M.

LIMITED HOWEVER, to those depths and interests in the above-described lease and lands from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen #1 well.

WELLS

Jensen #1 Well, located in the SW/4NW/4 of Section 11, T31N, R109W, 6th P.M.

Jensen #2 Well, located in Lot 7 (SE/4SE/4) of Section 11, T31N, R109W, 6th P.M.

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment of Overriding Royalty ("Assignment") dated effective as of September 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignor") to **Leonard Hay**, 118 3rd Street, Rock Springs, WY 82901 and **Donald R. Hembre**, 1660 Lincoln Street, Suite 1630, Denver, CO 80264 (collectively "Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers and delivers unto Assignee in the proportions hereinafter set forth an overriding royalty of three and three-fourths percent (3.75%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from that certain Oil and Gas Lease dated July 1, 1975, from Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, to Leonard Hay, as Lessee, recorded February 20, 1980 at Book 58 Oil and Gas, Page 626; and an Extension thereof being dated February 20, 1980, granted by Lessors and recorded in Book 58 Oil and Gas, Page 634; and a Ratification thereof being dated February 20, 1980 recorded at Book 59 Oil and Gas, Page 687 (all said recordings being with the County Clerk of Sublette County, Wyoming) ("Lease"), said Lease covering the following described lands in Sublette County, Wyoming:

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

Section 10:	NE/4SE/4, S/2SE/4
Section 11:	Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14:	Lots 1, 2, NE/4NW/4
Section 15:	Lots 1, 2

Together with all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, all in T31N, R109W, 6th P.M.

LIMITED HOWEVER, to those depths and interests in the above-described lease and lands from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen #1 well.
("Lands")

The three and three-fourths percent (3.75%) of 8/8ths overriding royalty assigned hereunder shall be held by Assignee as follows:

Leonard Hay	1.25% of 8/8ths
Donald R. Hembre	2.50% of 8/8ths

All oil, gas and other hydrocarbons attributable to the overriding royalty assigned hereunder shall be delivered free of cost to Assignee in the pipelines serving the Lease and Lands or the tanks erected thereupon for the purpose of storing such products.

This Assignment is made and accepted expressly subject to the following:

A. 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.

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SUBLETTE COUNTY CLERK
By Tracey L Fields

B. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., Leonard Hay and Donald R. Hembre.

C. 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:

Sheffield Exploration Company, Inc.

Attest:
By:
Title: Asst. Secretary

J. Samuel Butler
President

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of Nov, 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

DONNA BRANNAN NOTARY PUBLIC STATE OF COLORADO

ASSIGNMENT OF OIL AND GAS LEASE

This Assignment of Oil and Gas Lease ("Assignment") is made this 14th day of November, 1994 from **Leonard Hay**, 118 3rd Street, 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 all of Assignor's right, title and interest in and to that certain Oil and Gas Lease dated September 16, 1994, from Elva Louise Vible, a widow, as Lessor, to Leonard Hay, as Lessee, said lease being recorded in Book 99 Oil & Gas, Page 83 of the records of the Clerk of Sublette County , Wyoming ("Lease"), and covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 108 West, 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

Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4

Township 31 North, Range 109 West, 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)
("Lands")

together with all the property and rights appurtenant or incident thereto, including without limitation, all surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands, and any and all other appurtenances thereunto belonging.

EXCEPTING AND RESERVING unto Assignor an overriding royalty of two percent (2%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from the Lease to be delivered free of cost to Assignee in the pipelines serving the Lease and Lands or the tanks erected thereupon for the purpose of storing such products.

To have and to hold the interests assigned hereunder to Assignee, its successors and assigns, forever.

This Assignment is made and accepted expressly subject to the following:

A. This Assignment is made subject to the reservation of the overriding royalty described above, and 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. 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

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FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYO

Assignment and under any document, or other instrument delivered pursuant hereto.

C. 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.

D. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., Leonard Hay and Donald R. Hembre.

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 as of the day and year first above written.

ASSIGNOR:

Leonard Hay

Leonard Hay

ASSIGNEE:

Sheffield Exploration Company, Inc.

Attest:

Michael L. Hilla

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 14 day of Nov, 1994, by Leonard Hay.
Witness my hand and official seal.

FLORA A. HALTER - NOTARY PUBLIC
COUNTY OF STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 5, 1995

Flora A Halter
Notary Public

My commission expires: March 5, 1995

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of Nov, 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

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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 November 22, 1993, from Nellie S. Johnson, Individually And As Trustee Of The Nellie S. Johnson Trust Dated May 1, 1989, 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 109 West, 6th P.M. — A69
Section 32: Lot 7
Section 33: Lot 6
Township 30 North, Range 109 West, 6th P.M. — A70
Section 4: Lot 4, SW/4NW/4
Section 5: Lot 1,6,7 & 10

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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Alfred F. Olson, a single man

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby 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
Alfred F. Olsen	1031 Adams Avenue Rock Springs, Wyoming 82901	$281.57

RECORDED Nov 28 1994 2:30 PM
IN BOOK 100 946 PAGE 32
FEES 6.00
SUBLETTE COUNTY CLERK
By Tracey L Fields
COUNTY CLERK

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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 30th day of November, 1993.

X Alfred F Olson (SEAL)
Alfred F. Olson, a single man

(SEAL)

S.S.N.#: 520-34-1849 (SEAL)

(SEAL)

Subscribed & Sworn Before me this 30th day of November 1993
by alfr[redacted] Olson
[redacted]
GUY A. HAYES, III Notary Public
County of [redacted] State of [redacted]

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

OIL AN[redacted]AS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 23rd day of October, 19 94, by and between Cornelia M. Robinson Trust

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

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

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/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 600 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 [redacted] Bank at [redacted] sum of $2.00 per net acre [redacted] DOLLARS ($[redacted]), 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. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

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SUBLETTE COUNTY CLERK

By Tracy L. Fields

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

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

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

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

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

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

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

Lessee agrees not to sell, bargain or convey this Oil & Gas Lease for a consideration greater than that paid to Lessor, prior to the establishment of production in the Unit to be formed, in which this lease is to be committed. If Lessee violates this clause this lease shall automatically terminate and Lessee shall be required to immediately provide Lessor with a recordable release of said lease. However, Lessee shall not be prohibited from assigning or conveying this lease at any time in part or whole as long as Lessee does not assign or convey this lease for additional consideration as stated above.

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

Cornelia M. Robinson Trust
BY: Cornelia M. Robinson, Trustee
Cornelia M. Robinson, Tustee of
Cornelia M. Robinson Trust
SSN#: 520-18-9095

STATE OF Arizona
COUNTY OF Maricopa } SS.

(Individual—Wyo.)

On this 10 day of November, 19 94, before me personally appeared Cornelia M Robinson, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
9.14.98

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 _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

Producers 88—Revised
Wyoming (3)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 94, by and between

Joan R. Miller, a single woman

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

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

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/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 600 acres.

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

In consideration of the premises, lessee covenants and agrees:

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

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

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

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

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

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

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

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

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

249865

35

RECORDED Nov 28 1994 2:30 P M
IN BOOK 100 of M PAGE 35
FEES 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

By Tracey L Fields

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

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

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

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

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

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

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

Lessee agrees not to sell, bargain or convey this Oil & Gas Lease for a consideration greater than that paid to Lessor, prior to the establishment of production in the Unit to be formed, in which this lease is to be committed. If Lessee violates this clause this lease shall automatically terminate and Lessee shall be required to immediately provide Lessor with a recordable release of said lease. However, Lessee shall not be prohibited from assigning or conveying this lease at any time in part or whole as long as Lessee does not assign or convey this lease for additional consideration as stated above.

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

X Joan R. Miller
Joan R. Miller, a single woman

SSN: 541-32-9648

STATE OF California
COUNTY OF Alameda } SS

(Individual—Wyo.)

On this 4th day of November, 1994, before me personally appeared Joan R. Miller, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that ~~he~~ (or she ~~or they~~) executed the same as his (or her ~~or their~~) free act and deed.

My commission expires:
11-21-97

Charlotte A. Werner
Notary Public

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

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)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 94, by and between Vernon J. Gildea and Barbara C. Gildea, husband & wife

of P.O.Box 191, 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:

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

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 three (3) acres.

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

In consideration of the premises, lessee covenants and agrees:

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at address shown above ~~Bank~~ 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, 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, 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 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 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. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

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FEES 8.00 COUNTY CLERK
By Tracey L. Fields

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

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

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

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

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable [illegible]mages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well [illegible]s, 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.

Lessee agrees not to sell, bargain or convey this Oil & Gas Lease for a consideration greater than that paid to Lessor, prior to the establishment of production in the Unit to be formed, in which this lease is to be committed. If Lessee violates this clause this lease shall automatically terminate and Lessee shall be required to immediately provide Lessor with a recordable release of said lease. However, Lessee shall not be prohibited from assigning or conveying this lease at any time in part or whole as long as Lessee does not assign or convey this lease for additional consideration as stated above.

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

X Vernon J. Gildea Trustee
Vernon J. Gildea

SSN#: 723-03-1637

X Barbara C. Gildea Trustee
Barbara C. Gildea

SSN#: 520-28-6581

STATE OF Wyoming }
COUNTY OF Sublette } SS. (Individual—Wyo.)

On this 10 day of November, 1994, before me personally appeared Vernon J. Gildea + Barbara C. Gildea, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
8/8/98

Tracey L Fields
Notary Public

STATE OF ..... }
COUNTY OF ..... } SS. (Individual—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF ..... }
COUNTY OF ..... } SS. (Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF ..... }
COUNTY OF ..... } SS. (Certificate of Recording)

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

....
Register of Deeds By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 94, by and between George L. Barp and Edith L. Barp, husband and wife

of P.O.Box 490, 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 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

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

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SUBLETTE COUNTY

By Tracey L Fulds

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

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

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

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

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

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

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

Lessee agrees not to sell, bargain or convey this Oil & Gas Lease for a consideration greater than that paid to Lessor, prior to the establishment of production in the Unit to be formed, in which this lease is to be committed. If Lessee violates this clause this lease shall automatically terminate and Lessee shall be required to immediately provide Lessor with a recordable release of said lease. However, Lessee shall not be prohibited from assigning or conveying this lease at any time in part or whole as long as Lessee does not assign or convey this lease for additional consideration as stated above.

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

X George L. Barp
George L. Barp

SSN# 520-18-9408

X Edith L. Barp
Edith L. Barp

SSN# 529-22-4767

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 9th day of November, 1994, before me personally appeared George L. Barp and Edith L. Barp, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
Nov. 4, 1996

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

Lula 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: .....

Form 3000-3
(October 1992)

[redacted]

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.
W-133050

Lease Effective Date
(Anniversary Date)
8-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Yates Drilling Company 12.00%
105 South Fourth Street
Artesia, New Mexico 88210

*If more than one assignee, check here XX 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
Township 29 North, Range 107 West, 6th P.M. Section 3: Lots 3, 4, S/2NW/4, SW/4 Section 7: Lots 1, 2, E/2NW/4 Section 8: NE/4, S/2 Section 9: S/2N/2, S/2 Containing 1,441.01 acres, more or less Sublette County, Wyoming	100%	66%	34%	NONE	NONE

249889

RECORDED Nov. 29 1994 3:25 PM
IN BOOK 100 PAGE 41
FEES 8.00 Mary L. Scott COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

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.

_____

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.

42

Abo Petroleum Corporation	12.00%
Myco Industries, Inc.	12.00%
Weed Oil & Gas	10.00%
Estate of Martin Yates III	5.00%
Estate of Lillie M. Yates	5.00%
Los Chicos	10.00%

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 8th day of September, 1994 by Randy G. Patterson, Attorney-in-Fact of Yates Petroleum Corporation, a New Mexico corporation on behalf of said corporation.

My Commission expires:

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 8th day of September, 19 94

Executed this _____ day of _____, 19

Name of Assignor as shown on current lease Yates Petroleum Corporation
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact _____ (Signature)
Randy G. Patterson
105 South Fourth Street
(Assignor's Address)
Artesia, New Mexico 88210
(City) (State) (Zip Code)

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

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.: W-133114
Lease Effective Date (Anniversary Date): 8-1-94
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Yates Drilling Company 12.00%
Street 105 South Fourth Street
City, State, ZIP Code Artesia, New Mexico 88210

*If more than one assignee, check here XX 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
Township 31 North, Range 114 West, 6th P.M. Section 5: Lots 1-3, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4 Section 6: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4, Lots 1-7 Section 7: Lots 3, 4, E/2, E/2SW/4 Section 18: E/2, E/2W/2, Lots 1-4 Containing 2,093.98acres, more or less Sublette County, Wyoming	100%	66%	34%	NONE	NONE

249890

RECORDED Nov. 29, 19 94 3:25 PM
IN BOOK 100 O+6 PAGE 43
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 for attached land description

Assignment approved effective _____

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

needed.

Abo Petroleum Corporation 12.00%
Myco Industries, Inc. 12.00%
Weed Oil & Gas 10.00%
Estate of Martin Yates III 5.00%
Estate of Lillie M. Yates 5.00%
Los Chicos 10.00%
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 8th day of September, 1994 by Randy G. Patterson, Attorney-in-Fact of Yates Petroleum Corporation, a New Mexico corporation on behalf of said corporation.

My Commission expires:
8-1-95

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 8th day of September, 19 94

Name of Assignor as shown on current lease Yates Petroleum Corporation
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Randy G. Patterson
(Signature)
105 South Fourth Street
(Assignor's Address)
Artesia, New Mexico 88210
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

Mr. & Mrs. [redacted]
10218 Newville Avenue
Downey, CA 90241

ASSIGNMENT OF OIL AND GAS LEASE

249912
249912

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

RECORDED Nov. 30, 1994 10:00AM
IN BOOK 100 Misc PAGE 44
FEES $ 10.00 Mary D. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, LUNA JEAN WOOTTON CELIO A.K.A. JEAN W. CELIO whose address is 10218 Newville Avenue, Downey, California 90241 (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 ANTHONY A. CELIO AND JEAN W. CELIO as Trustees of The Celio Family Trust Established August 23, 1994 whose address is 10218 Newville Avenue, Downey, California 90241 (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 7 day of November, 1994.

Luna Jean Wootton Celio
LUNA JEAN WOOTTON CELIO
A.K.A. JEAN W. CELIO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On 11/7/94 before me, Marlene Llanes, Notary Public
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared, Luna Jean Wootton Celio a.k.a. Jean W. Celio

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.

Marlene Llanes
NOTARY PUBLIC SIGNATURE (SEAL)

MGC1 Marlene Llanes Comm. #1030348 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY Comm. Expires June 22, 1998 MGC1

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Assignment of Oil And Gas Lease

DATE OF DOCUMENT 11/7/94 NUMBER OF PAGES 1

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

LEASE NO: 0050435-000
DATE: December 31, 1938
LESSOR: USA EV-022769
LESSEE: Melba Chipman Eldredge
DESCRIPTION: Township 29 North, Range 113 West
Section 3: Lots 1, 2, 3, 4, S2N2, SW, S2SE, NWSE
Section 4: Lots 1, 2, 3, S2NE, SENW, NESW, N2SE
Township 30 North, Range 113 West
Section 33: E2, E2W2
Sublette, Wyoming
RECORDED: Book 88, Page 767

LEASE NO: 0050431-000
DATE: December 31, 1938
LESSOR: USA EV-022769A
LESSEE: Melba Chipman Eldredge
DESCRIPTION: Township 29 North, Range 113 West
Section 1: Lots 3, 4, S2NW, SW
Section 2: Lots 1, 2, 3, 4, S2NE, SENW, S2
Sublette, Wyoming
RECORDED: Book 88, Page 767

LEASE NO: 0059023-000
DATE: October 1, 1949
LESSOR: USA EV-026053
LESSEE: Stanley F. Bonnett
DESCRIPTION: Township 29 North, Range 113 West
Section 35: NE
Sublette, Wyoming
RECORDED: Book 86, Page 283

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518 MEMORANDUM April 4, 1994

I, Paul Phillip Austgen, of 150 Fox Hill Lane, Colorado Springs, Colorado, do hereby state that on October 5, 1977, there was executed a trust agreement between myself as Trustor and as Trustee, with Laura Elaine Austgen as Beneficiary. I do further state that on April 4, 1994, that ownership of the overriding royalty interests in this trust as described in DESCRIPTION 1 herein has been transferred out of the above trust. Ownership now rests in the Trustor.

The terms of the original instrument, of which the operator of these leases received a timely file copy and notification, controls as between the parties to the trust agreement.

Note that DESCRIPTION 1 details the original leases. Some modification has occurred through various Communitization Agreements. This transfer is inclusive of all overriding royalty interests in the trust, originally and derived therefrom.

I, Paul Phillip Austgen, of 150 Fox Hill Lane, Colorado Springs, Colorado, do further state that on October 5, 1977, there was executed a trust agreement between myself as Trustor and as Trustee, with Stephanie Paulette Austgen as Beneficiary. I do further state that on April 4, 1994, that ownership of the overriding royalty interests in this trust as described in DESCRIPTION 1 herein has been transferred out of the above trust. Ownership now rests in the Trustor.

The terms of the original instrument, of which the operator of these leases received a timely file copy and notification, controls as between the parties to the trust agreement.

Note that DESCRIPTION 1 details the original leases. Some modification has occurred through various Communitization Agreements. This transfer is inclusive of all overriding royalty interests in the trust, originally and derived therefrom.

Paul Phillip Austgen, Trustor, Trustee

Paul Phillip Austgen, Trustee

DESCRIPTION 1: Trust Property Transferred Out of Trust

I. Evanston 021741

Lincoln County, Wyoming

TWP 26N R113W 6th PM. Section 4: Lots 1-12 Inclusive, SE/4, NW/4SW/4

Sublette County, Wyoming

TWP 27N R113W 6th PM. Section 28: SE/4SW/4, SW/4SE/4
Section 29: SE/4NE/4
Section 32: W/2SE/4, N/2NE/4, SW/4NE/4
Section 33: NW/4NE/4, S/2NE/4, SE/4,NW/4

Interest Transferred: (ORR) = .31250% of 8/8 ths.

$6.00
Recorded Oct. 11, 1994 at 9A M
In Book 358PR Page 518
No. 791034 Suzanne C. Wa-

II. Evanston 021743

Sublette County, Wyoming

249913

TWP 27N R113W 6th PM. Section 33: N/2SW/4

Interest Transferred: (ORR) = .31250% of 8/8 ths.

RECORDED Nov. 30, 1994 10:15 AM
IN BOOK 100 Q16 PAGE 47
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

****

State of Colorado
County of El Paso

On the 7 day of Sept, 1994 before me came Paul Phillip Austgen, known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged that he executed the same, and in due form of law acknowledged the foregoing instrument to be his free act and deed and desired the same might be recorded as such.

Janet L Volmer

9-17-95

NOTARY PUBLIC STATE OF COLORADO

GRANT OF SURFACE RIGHTS

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of **TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00)** cash paid to J. F. Ranch, Inc., hereinafter referred to as GRANTOR, the receipt of which is hereby acknowledged, GRANTOR hereby grants to Exxon Corporation, a New Jersey Corporation, hereinafter referred to as GRANTEE, its successors and assigns the right, privilege and easement, exercisable from time to time to use an existing disposal pit for the disposal of drilling fluids and other waste along with the necessary roads and appurtenances to operate said pits, in, on or over the following described land situated in Sublette County, Wyoming:

TRACT I

A tract of land in Lot 12 and Lot 13 of Section 31, T28N, R113W.of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:

BEGINNING at a point on the line common to said Section 31 and to Section 6, T27N, R113W, said point falling N 89°40'00" E, a distance of 878.68 feet from the Southwest corner of said Section 31;

THENCE S 89°40'00" W, a distance of 314.12 feet to a point on the centerline of an existing road;

THENCE N 13°42'13" W, a distance of 180.90 feet;

THENCE N 20°11'33" W, a distance of 1048.01 feet to a point on the centerline of an existing intersecting road;

THENCE N 87°08'32" E, a distance of 412.74 feet;

THENCE __ 83°55'33" E, a distance of 160.86 feet;

THENCE S 20°11'33" E, a distance of 729.80 feet;

THENCE S 69°48'27" W, a distance of 275.00 feet;

THENCE S 20°11'33" E, a distance of 442.46 feet to the point of BEGINNING.

The above described tract contains 12.72 acres, more or less.

249926
249926
RECORDED Dec. 1, 19 94 3:20 PM
IN BOOK 100 @ 46 PAGE 48
FEES 12.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Saxton

TRACT II

A tract of land in Lot 13 of Section 31, T28N, R113W of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:

BEGINNING at a point in said Section 31, T28N, R113W, said point falling N 62°21'40" E, a distance of 1110.80 feet from the Southwest corner of said Section 31;

THENCE N 20°11'33" W, a distance of 729.80 feet to a point on the centerline of an existing road;

THENCE N 83°55'33" E, a distance of 448.49 feet;

THENCE S 16°36'31" E, a distance of 374.11 feet;

THENCE S 38°50'06" W, a distance of 480.00 feet to the point of BEGINNING.

The above described tract contains 5.34 acres, more or less.

Together with the right of ingress and egress for the use and enjoyment of the above premises for the purposes stated above on and across the existing road as described on Exhioit "A" attached hereto and made a part hereof. It is agreed the GRANTEE will maintain such road during the term of this agreement.

Annual rental in the amount of $12,000.00 is to be paid on or before January 1, 1996 and each successive year thereafter so long as the tract is being used for the purposes granted. Term of this lease shall be for a period ending December 31, 2004. It is further agreed that GRANTEE may cancel this lease on any anniversary date hereof by giving GRANTOR thirty (30) days written notice.

The surface rights granted hereunder are for the exclusive use of GRANTEE. GRANTOR agrees that GRANTOR nor any other party shall use or occupy the above described premises during the term of this grant.

GRANTEE hereby expressly assumes full responsibility for all loss, damage injury and death to persons and property as a result of and growing out of GRANTEE's occupancy during the term of this grant and agrees and covenants to hold GRANTOR harmless from any such claim or claims excepting claims arising from damages or injuries caused by GRANTOR's employees, successors and assigns.

GRANTOR and GRANTEE agree that upon termination of this agreement GRANTEE may remove all buildings, structures and improvements of any nature which GRANTEE constructed or located on the above premises. GRANTEE agrees to reclaim the site upon abandonment to as near its original condition as reasonably practical.

TO HAVE AND TO HOLD said rights and privileges unto Exxon Corporation, its successors and assigns for as long as said rights are used for the purposes stated above by Exxon Corporation, its successors and assigns, and until released by recordable instrument.

It is distinctly understood and agreed that does not constitute a conveyance of any part of the land described above, or of the minerals therein or thereunder, but grants only the rights, privileges and easements provided above.

EXECUTED THIS THE 12th day of September, 1994.

The effective day of this instrument shall be September 7, 1994.

J. F. RANCH, INC.

By: William J. McGinnis III

Name: William J. McGinnis III
(Typed or Printed)

Title: President

ALICE L. GIBBS
Notary Public
State of
Wyoming
My Commission Expires
Dec 26, 1996

EXXON CORPORATION

By: L Kennedy

Name: _____
(Typed or Printed)

Title: L. D. KENNEDY
OPERATIONS MANAGER
Exxon Company, U.S.A.
(A Div. of Exxon Corporation)

TRADE OK WBK
LAW GFS

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

BEFORE ME, the undersigned authority, on this day personally appeared William J. McDermott, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office the 12 day of Sept, 1994.

ALICE L. GRIGG
Notary Public
County of
Sublette
State of
My Commission Expires
Dec. 8th, 1996

Notary Public in and for
Said County and State

My commission expires: 12/24/94

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney in Fact for EXXON CORPORATION, a New Jersey 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 the _____ day of _____, 1994.

_____
Notary Public in and for
Said County and State

My commission expires: _____

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared L. D. Kennedy, 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 the 27th day of September, 1994.

KATHLEEN FITTS
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-09-95

Kathleen Fitts
Notary Public in and for
Said County and State

My commission expires: 3/9/95

c:\data\winword\jfranch.doc:rgg
8/23/94

EXHIBIT "A"

Legal Description

A strip of land located in the W/2 W/2 or more particularly in Tracts 51B, 51C, and Lots 11 and 12 of Section 31, being in Township 28 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming. Said strip of land being an existing road and being more particularly described by Metes and Bounds as follows:

Beginning at a point South 36°11'21" East, 106.22 feet from the Northwest Closing Corner of Section 31, T28N, R113W, said point being at Centerline Station 0+00:

Thence: South 35°29'39" West along said centerline 11.26 feet to the point of a curve to the left at Centerline Station P.C. 0+11.26;

Thence: Along said curve to the left whose central angle is 35°14'47", having a radius of 157.47 feet, along said curve an arc distance of 96.87 feet to a point on Centerline at P.T. Station 1+08.13;

Thence: South 0°14'52" West, along centerline, 1371.03 feet to the point of a curve to the left at Centerline Station P.C. 14+79.16;

Thence: Along said curve to the left whose central angel is 26°03'20", having a radius of 432.38 feet, along said curve an arc distance of 196.62 to a point on Centerline at P.T. Station 16+75.78;

Thence: South 25°48'28" East along centerline 74.02 feet to the point of a curve to the right at Centerline Station P.C. 17+49.80;

Thence: Along said curve to the right whose central angle is 65°29'46", having a radius of 147.77 feet, along said curve an arc distance of 168.92 feet to a point on a reverse curve to the left at Centerline Station P.R.C. 19+18.72;

Thence: Along said curve to the left whose central angle is 39°34'27", having a radius of 253.02 feet, along said curve an arc distance 174.76 feet to a point on Centerline at P.T. Station 20+93.48;

Thence: South 0°06'51" West, along centerline 1801.06 feet to the point of a curve to the left at Centerline Station P.C. 38+94.54;

Thence: Along said curve to the left whose central angle is 20°19'48", having a radius of 557.97 feet, along said curve an arc distance of 197.98 to a point on Centerline at P.T. Station 40+92.52;

Thence: South 20°12'57" East, along centerline 1,272.00 feet to the point of a curve to the right at Centerline Station P.C. 53+64.52;

Thence: Along said curve to the right whose central angle is 16°14'50", having a radius of 593.66 feet, along said curve an arc distance of 168.34 feet to a point on Centerline at P.T. Station 55+32.86, said point also falls on the South Line of Section 31, T 28 N, R 113 W, which is common to the North Line of Section 6, T 27N, R 113 W, said point is also S 89°36'39" E, 560.19 feet from the Southwest Corner of Section 31, T 28 N, R 113W. Also being the end of said strip of land.

Said strip of land contains 12.70 acres, more or less, and is 5532.86 feet or 335.32 rods in length.

Basis of bearings are true bearings from Wyoming State Coordinate System, West Zone, Delta Alpha - 0°09'00".

All distances are geodetic distances or (surface) Combination Elevation and Scale Factor = .999572.

Form 3000-3
(March 1991)

000962
25217

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-133062

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

RECORDED Dec. 5, 1994 8:40 AM
IN BOOK 100 046 PAGE 52
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sabin

1. Assignee*
   Street
   City, State, ZIP Code

APACHE CORPORATION
1700 Lincoln Street, Ste 2000
Denver, Colorado 80203

249938

*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 108 West, 6th P.M.	33.33	33.33	-0-	-0-	-0-
Section 14: All Section 15: All Section 22: All Section 23: N/2, SE/4					
Containing 2400.00 acres M/L Sublette County, Wyoming					

RECORDED NOV 03 1994 AT 9 AM
IN BOOK 852 PAGE 962-4 PINEDALE, WYO.
NO. 1176504 ALBERT B. ERICKSON, COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands:

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title)

000963

STATE OF COLORADO)
ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Monroe W. Robertson, Sr. Vice President of Key Production Company, Inc. this 27th day of Sept, 1994.

Witness my hand and official seal.

My commission expires: 7-15-98
1700 Lincoln St, Ste 2050, Denver, CO 80203

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 27th day of Sept, 19 94

Name of Assignor as shown on current lease KEY PRODUCTION COMPANY, INC.
Please type or print

Assignor
Monroe W. Robertson, Sr. Vice President

ATTEST:
Ass't. Secretary

1700 Lincoln Street, Ste 2050
(Assignor's Address)

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

Executed this 4th day of October, 19 94

Assignee APACHE CORPORATION

or
Attorney-in-fact (Signature)

Rodney J. Eichler (Signature)

1176504

STATE OF WYOMING } S.S.
COUNTY OF SWEETWATER }
FILED FOR RECORD ON
NOV 03 1994
At 8:52 o'clock A M
In Book 852 Page 964
AUDREY R. VESLO, County Clerk & Recorder
MaryKay Seeke Deputy

lic reporting burden for this form is estimated to average 30 minutes per [illegible] including the time for reviewing instructions, gathering and maintaining data, 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 d Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, ework Reduction Project (1004-0034), Washington, D.C. 20503.

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

000964

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

Before me, a Notary Public, on this day personally appeared Rodney J. Eichler, known to me to be the Attorney-in-Fact of Apache Corporation and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as to the act of said corporation.

Given under my hand and official seal this 6th day of October, 1994.

My Commission Expires:
7/31/98

Cynthia L. Allison, Notary Public
State of Colorado
1700 Lincoln St., Suite 2000
Denver, CO [redacted]03-4520

000959

25218

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-133065

Lease Effective Date
(Anniversary Date)
August 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

APACHE CORPORATION
1700 Lincoln Street, Ste 2000
Denver, Colorado 80203

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

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

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

2. This assignment conveys the following interest:

a. Land Description 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	
	b. Owned	c. Conveyed	d. Retained	e. Reserved	f. Previously reserved or conveyed
Township 27 North, Range 108 West, 6th P.M. Section 33: E/2 Containing 320.00 acres M/L Sublette County, Wyoming	33.33	33.33	-0-	-0-	-0-

249939

RECORDED Dec. 5, 1994 8:40 AM
IN BOOK 100 OF M PAGE 54
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

RECORDED NOV 03 1994 AT 9:44 AM
IN BOOK 857 PAGE 959-61 GREEN RIVER, WYO.
NO. 1176503 ALBERT S. [illegible], 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 _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title)

000960

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Monroe W. Robertson, Sr. Vice President of Key Production Company, Inc. this 27th day of Sept, 1994.

Witness my hand and official seal.

My commission expires: 7-15-98
1700 Lincoln St, Ste 2050, Denver, CO 80203

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 27th day of Sept, 19 94

Name of Assignor as shown on current lease KEY PRODUCTION COMPANY, INC.
Please type or print

Assignor Monroe W. Robertson, Sr. Vice President

ATTEST: Ass't. Secretary

1700 Lincoln Street, Ste 2050
(Assignor's Address)

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

Executed this 6th day of October, 1994

Assignee APACHE CORPORATION

or

Attorney-in-fact (Signature)
Rodney J. Eichler (Signature)

STATE OF WYOMING }
COUNTY OF SWEETWATER } S.S.
FILED FOR RECORD ON NOV 03 1994
AT 8:57 O'Clock A.M. and recorded
in Book 857 Page 956
ALBERT D. VESCO County Clerk & Ex-Officio
By Mary Kay Secke Deputy

1176503

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 — 573-016/20062

000961

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

Before me, a Notary Public, on this day personally appeared Rodney J. Eichler, known to me to be the Attorney-in-Fact of Apache Corporation and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as to the act of said corporation.

Given under my hand and official seal this 6th day of October, 1994.

Cynthia L. Allison

Cynthia L. Allison, Notary Public
State of Colorado
1700 Lincoln St., Suite 2000
Denver, CO 80203-4520

My Commission Expires:
7/31/98

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That SNYDER OIL CORPORATION, whose address is 777 Main Street, Suite 2500, Fort Worth, Texas 76102 (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 is hereby acknowledged, does hereby assign, transfer, convey and set over unto SPINDLETOP Oil & GAS Co., whose address is 8918 LBJ Frwy, STE 205, Dallas, TX 75243 hereinafter referred to as "Assignee"), all of Assignor's right, title and interest, including any and all overriding royalty interests, in and to the certain Oil and Gas Lease(s) set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Said Lease(s)"), INSOFAR as Said Lease(s) cover the lands situated in Sublette County, Wyoming as described in said Exhibit "A" (hereinafter referred to as "Said Lands").

For the same consideration heretofore stated Assignor does hereby sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to the various well(s) (Exhibit "A") located on Said Lease(s) (hereinafter referred to as "Said Well(s)"), and to the spacing unit assigned to Said Well(s) together with all of Assignor's right, title and interest in and to all personal property, fixtures, machinery and equipment situated on or in Said Lease(s) and Said Well(s) or used or obtained in connection therewith, and the oil and gas produced from or allocated to Said Lands pursuant to the terms of Said Lease(s).

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Assignment is made subject to all the terms, conditions and reservations set forth in the original lease(s) and any and all intervening assignments of Said Lease(s) or interest therein, including but not limited to reservations of overriding royalty and production payments together with any and all reassignment obligations heretofore imposed, and to all the terms and conditions of the agreements and contracts to which the leasehold hereby assigned is presently committed, including but not limited to unitization, communitization and pooling agreements, operating agreements and gas purchase agreements.

All equipment and other personal property and fixtures included in Said Lands and Well(s) are being transferred on a **"WHERE IS"** and **"AS IS"** basis and Assignor makes no representations or warranties, either express or implied, as to particular use or uses of any such equipment or other personal property or fixtures, all of such representations or warranties being hereby expressly excluded and denied.

BY ACCEPTANCE HEREOF, Assignee hereby covenants and agrees that Assignee has fully inspected or caused to be fully inspected the above described Lands and personal property appurtenant thereto and used in connection with Said Lands and takes the above described premises and personal property thereon in an **"AS IS"** and **"WHERE IS"** condition and hereby covenants and agrees to hold Assignor harmless from any liability whatsoever which might arise due to operations on the above-described premises conducted by Assignee, his heirs or assigns in the future.

Assignee further agrees to accept all liability for properly plugging and abandoning Said Well(s) in compliance with the statutes and regulations of the State of Wyoming, or with any other governmental or regulatory entity having jurisdiction over Said Well(s), and to obtain all necessary permits and bonds.

Assignee shall be entitled to any amount realized from and accruing to the Said Well(s) subsequent to the effective date of this Assignment and Bill of Sale and shall bear and pay all costs, expenses, and obligations attributable to the Said Well(s) which relate to periods subsequent to the effective date. Assignor shall be entitled to all the amounts realized from and accruing to the Said Well(s) prior to the effective date and shall indemnify and hold Assignee harmless from any liability arising out of all expenses for the development and operation of the Said Well(s) prior to the effective date.

249940

RECORDED Dec. 5, 1994 9:00 A M
IN BOOK 100 Q+6 PAGE 56
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

57

This Assignment is made without warranty of title either express or implied by Assignor, but all covenants of warranty made to the Assignor are hereby transferred and assigned to Assignee, his heirs, successors and assigns.

Executed this 8th day of November, 1994, but effective as of December1, 1994 at 7:00 a.m., Central Standard Time.

ATTEST:

By: Vicki L Jones
VICKI L. JONES
Assistant Secretary

ASSIGNOR:
SNYDER OIL CORPORATION

By: R A Wollin
Richard A. Wollin, Vice-President

ATTEST: (NO SEAL)

By: K Paul Cash
K. Paul Cash, secretary

ASSIGNEE

SPINDLETOP OIL & GAS CO

By: [illegible]
RALPH BUTLER
VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

On this 28 day of October, 1994, before me personally appeared Richard A. Wollin, who, being by me duly sworn, did say that he is the Vice-President of Snyder Oil Corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard A. Wollin acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF TEXAS
JANE ADAMS MEDLEN
Notary Public
State Of Texas
My Comm. Exp. Jan. 14, 1995

Jane Adams Medlen
Notary Public

My Commission Expires:

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF §

On this 8th day of November, 1994, before me personally appeared RALPH BUTLER, who, being by me duly sworn, did say that he/~~she~~ is the VICE-PRESIDENT of SPINDLETOP OIL + GAS Co. 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 official seal.

NOTARY PUBLIC STATE OF TEXAS
IVONNE MITCHELL
Notary Public
STATE OF TEXAS
My Comm Exp JULY 24 1995

Ivonne Mitchell
Notary Public

My Commission Expires: 7-24-95

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale effective December 1, 1994, by and between Snyder Oil Corporation, Assignor, and Spindletop Oil + Gas Co., , Assignee.

JEFFERSON UNIT #20-24
Sublette County, Wyoming

Federal No. W-48192
Date: November 19, 1974 (Effective December 1, 1974)
Lessor: United States of America
Lessee: James W. Haefele
Description: Township 27 North, Range 110 West, 6th P.M.
Section 23: SE/4 NE/4
Section 24: W/2 SE/4
Containing 120.0 acres, more or less in
Sublette county, Wyoming

(NOTE: This interest consists of overriding royalty and reversionary rights as to depths from the surface of the Earth down to the stratigraphic equivalent of 14,892 feet, as encountered in the Jefferson Unit #20-24 well, located in the SW/4 of Section 24, T-27-N, R-110-W, and **leasehold rights** as to depths below the stratigraphic equivalent of 14,892 feet)
Recorded: Not Recorded

DESCRIPTION OF INITIAL SECOND FRONTIER PARTICIPATING AREA "A" FOR THE JEFFERSON UNIT

Description: Township 27 North, Range 110 West, 6th P.M.
Section 23: E/2 SE/4 & SE/4 NE/4
Section 24: SW/4, S/2 NW/4, SW/4 NE/4 & W/2 SE/4
Section 25: N/2 NW/4
Section 26: NE/4 NE/4
Containing 600 acres, more or less in Sublett county, Wyoming.

As to the Second Frontier formation.

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

Lease Serial No.

WYW 124622

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

McMurry Oil Company
P. O. Box 220
Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Township 30 North Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette Co., Wyo. Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992. This 1.5% overriding royalty interest shall be borne solely by the interest assigned to McMurry Oil Company in this Assignment and is payable to Assignor in the amount of 1.5% of 8/8ths or 2.5% of the 60% assigned herein.	100%	60%	40%	1.5% *	5.00% of 8/8

249947

RECORDED Dec. 5, 1994 11:15 AM
IN BOOK 100 OTG PAGE 59
FEES 8.00
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 (Continued) [redacted] ONAL SPACE for Names and addresses of addit[redacted]crees in Item No. 1, if needed, or for Land De[redacted]n 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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS 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 state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November 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 18 day of November, 19 94

Name of Transferor Javelina Partners
Please type or print

Transferor E Randall Hudson III
(Signature)

or Attorney-in-fact E. Randall Hudson, III General Partner
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 23rd day of Nov. 19 94

Transferee McMurry Oil Company
(Signature)

or 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.

[illegible]

TE OF WYOMING
NTY OF NATRONA

On this 23rd day of NOVEMBER 1994, before me personally appeared John W. Martin, to me sonally known, who, being by me duly sworn, did say that he is the President of McMurry oil pany and that said instrument was signed in behalf of said corporation by authority of its rd of Directors, and said John W. Martin acknowledged said instrument to be free act and deed said corporation.

Witness my hand and seal this 23rd day of NOVEMBER 1994.

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

AL)

James W. Curry
Notary Public

60

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 127204

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)***
   Street McMurry Oil Company
   City, State, ZIP Code P. O. Box 220
   Casper, Wyoming 82602

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

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

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

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

Land Description	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 Section 4: Lots 2, 4, SESW, SESE containing 174.91 acres, Sublette Co., Wyo.	100%	60%	40%	4.5% *	None

*This 4.5% overriding royalty interest shall be borne solely by the interest assigned to McMurry Oil Company in this Assignment and is payable to Assignor in the amount of 4.5% of 8/8ths or 7.5% of the 60% assigned herein.

249948

RECORDED Dec. 5, 1994 11:15AM
IN BOOK 100 M+R PAGE 601
FEES 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

Part A (Continued) [redacted] ONAL SPACE for Names and addresses of addit[redacted]rees in Item No. 1, if needed, or for Land Desc[redacted]n 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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS **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 state.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November 1994.

NOTARY PUBLIC STATE OF TEXAS
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 18 day of November, 19 94

Name of Transferor Javelina Partners
Please type or print

Transferor E. Randall Hudson III
(Signature)

or Attorney-in-fact E. Randall Hudson, III General Partner
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 23rd day of Nov. 19 94

Transferee McMurry Oil Company

or Attorney-in-fact John W. Martin
(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.

[illegible] GPO: 1990 573-014

STATE OF WYOMING
COUNTY OF NATRONA

On this 23rd day of NOVEMBER 1994, before me personally appeared John W. Martin, to me rsonally known, who, being by me duly sworn, did say that he is the President of McMurry Oil mpany and that said instrument was signed in behalf of said corporation by authority of its ard of Directors, and said John W. Martin acknowledged said instrument to be free act and deed said corporation.

Witness my hand and seal this 23rd day of NOVEMBER 1994.

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

James W. Curry
Notary Public

Commission expires January 23, 1995

62

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.

WYW 118162

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

McMurry Oil Company
P.O. Box 220
Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 3: S/2SW, SE Section 7: Lots 1-4, E2, E2W2 Section 11: All Section 17: All containing 2184.81 acres, Sublette Co., Wyo. Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992. *This 1.5% overriding royalty interest shall be borne solely by the interest assigned to McMurry Oil Company in this Assignment and is payable to Assignor in the amount of 1.5% of 8/8ths or 2.5% of the 60% assigned herein.	100%	60%	40%	1.5% *	5.00% of 8/8

249949

RECORDED Dec. 5, 1994 11:15AM
IN BOOK 100 p5+6 PAGE 103
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS 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 state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November 1994.

Nevada

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 18 day of November, 19 94

Name of Transferor Javelina Partners
Please type or print

Transferor E Randall Hudson III
(Signature)

or Attorney-in-fact E. Randall Hudson, III General Partner
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 23rd day of Nov., 19 94

McMurry Oil Company

Transferee
(Signature)

or Attorney-in-fact
(Signature)

BURDEN HOURS STATEMENT

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

*U.S. GPO: 1990-573-017/[illegible]

64

on this 23rd day of November 1994, before me personally appeared John W. Martin, personally known, who, being by me duly sworn, did say that he is the President of McMurry Company and that said instrument was signed in behalf of said corporation by authority of Board of Directors, and said John W. Martin acknowledged said instrument to be free act and of said corporation.

Witness my hand and seal this 23rd day of November 1994.

(SEAL)

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

Notary Public

My Commission expires January 23, 1995

JN 14

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 94, by and between Mary M. Meeks Trust

of 13618 Hawthorne DRive, Sun City, Arizona 85351, hereinafter called lessor (whether one or more), and Starwood,Inc.,a Texas Corporation of 73 N. Ranch Rd.,Littleton,CO 80127-5775, hereinafter called lessee;

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

249976

RECORDED Dec. 7, 19 94 12:15 PM
IN BOOK 100 OF 61 PAGE 65
FEES $8.00
SUBLETTE COUNTY CLERK
By Cathy Socher

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 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 (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 of 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 ~~BANK~~ at the address shown above ~~or its successors~~ ~~BANKS~~ ~~or~~ ~~BANKER~~ ~~or

approval.

Lessee [redacted] the right to use, free of cost, oil, gas and wa[redacted]d on said land for its operations thereon exc[redacted]rom wells of lessor. Lessee sha[redacted] right at any time to remove all machinery and [redacted]s placed on said premises, including the right to [redacted] 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.

Lessee agrees not to sell, bargain or convey this Oil & Gas Lease for a consideration greater than that paid to Lessor, prior to the establishment of production in the Unit to be formed, in which this lease is to be committed. If Lessee violates this clause this lease shall automatically terminate and Lessee shall be required to immediately provide Lessor with a recordable release of said lease. However, Lessee shall not be prohibited from assigning or conveying this lease at any time in part or whole as long as Lessee does not assign or convey this lease for additional consideration as stated above.

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

Mary M. Meeks Trust

BY: Mary M. Meeks

Mary M. Meeks, Trustee Under Declaration of Trust Dated 6/12/79

~~SSN#: 516-34-3055~~

STATE OF [redacted] } SS.
COUNTY OF [redacted]

(Individual—Wyo.)

On this 21st day of November, 1994, before me personally appeared Mary M. Meeks, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Jan. 24, 1998

Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(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 _____ } SS.
COUNTY OF _____

(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 _____ } SS.
COUNTY OF _____

(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: _____

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

249983

RECORDED Dec. 7, 1994 12:35 PM
IN BOOK 100 O+G PAGE 67
FEES 21.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ASSIGNMENT, BILL OF SALE & CONVEYANCE

A. G. ANDRIKOPOULOS RESOURCES, INC. ("Assignor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant, and convey, WITHOUT WARRANTIES OR COVENANTS OF TITLE, EITHER EXPRESS OR IMPLIED, unto **A. G. A. INVESTMENT**, P. O. Box 788, Cheyenne, WY 82003-0788 ("Assignee") all of Assignor's right, title and interest in and to the following:

(i) All of Assignor's interest in, to and under oil and gas leases; leasehold interests; overriding royalty interests; reversionary 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 agreement; gathering lines; royalty interests; overriding royalty interests and/or mineral fee interests; and other properties and interests described in the attached Exhibits (collectively the "Properties"), together with identical undivided interests in and to all the properties and rights incident thereto, including, but not limited to, as of the Effective Time, all rights in, to, and under all agreements, product purchase and sale contracts, farmouts, options, orders, and other contracts or agreements of a similar nature in any way relating thereto;

(ii) All of Assignor's interest in and to all of the wells, equipment (including surplus inventories), materials, and other personal property, furniture, fixtures, motor vehicles, and improvements on the Properties as of the Effective Time, appurtenant thereto or used or obtained in connection with the Properties 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");

(iii) All of Assignor's interest in and to the use and occupancy covered by the Properties; all rights with respect to any unitization, pooling, and operating agreements, and the units created thereby which relate to the Properties or interests therein described in the attached Exhibits, or which relate to any units or wells located on the Properties, 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 Properties; and all rights in and to all agreements and contractual rights, easements, rights-of-ways, servitudes, and other estates related to or otherwise affecting the Properties; and

All of Assignor's interest in the above mentioned assets is herein collectively referred to as the "Properties" and further described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof.

Assignor and Assignee, in mutual consideration hereof, agree to the following terms and conditions:

1. THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY, EXCEPT BY, THROUGH AND UNDER. THE PROPERTIES 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, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO THE ASSIGNEE WITH RESPECT TO THE PROPERTIES, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES, 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.

2. From and after the Effective Time, Assignee agrees to assume all responsibility for the Properties and Equipment, including plugging requirements, exceptions thereto, and bonding requirements. From and after the Effective Time, Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, employees, and representatives harmless from and against any and all costs, damages, claims, and causes of action of every kind arising out of or in connection with Assignee's or third parties' operations on said Properties or regarding plugging requirements.

3. Assignor retains responsibility for the Properties and Equipment before the Effective Time. Assignor agrees to protect, defend, indemnify, and hold Assignee harmless from and against any and all costs, damages, claims, and causes of action of every kind arising out of or in connection with, or resulting from Assignor's ownership or operation of the Properties before the Effective Time.

4. The leases assigned hereunder, or portions thereof, may be subject to the terms and conditions of certain agreements, even though such are not listed herein, and Assignee agrees to assume all obligations of Assignor under any agreement to which the Properties assigned herein are subject. The [redacted] assigned hereunder, or portions th[redacted] subject to all assignments or rese[redacted]s of royalty interests of record.

6. [redacted]or and Assignee will execute, ac[redacted]ge and deliver to the other such [redacted]nstruments [redacted]ke such other actions as may be reasonably requested in order to more effectively assure that all of the respective properties, rights, title, interests, estates, and privileges intended to be assigned, delivered or inuring to the benefit of Assignor or Assignee in consummation of the transaction contemplated hereby.

7. This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed the 30th day of November, 1994, but shall be effective as of 6:59 a.m. MST on the ~~[redacted]~~ 1st day of August, 1994 (the Effective Time).

ASSIGNOR

Attest:

Wilmer R. Scribner, Secretary

A. G. ANDRIKOPOULOS RESOURCES, INC.

A. G. Andrikopoulos, President

ASSIGNEE

Attest:

Ronald E. Hornig, Secretary

A. G. A. INVESTMENT

A. G. Andrikopoulos, President

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 30th day of November, 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 official seal.

Notary Public
My Commission Expires: 3-31-96

(SEAL)

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 30th day of November, 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. A. INVESTMENT** 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 30th day of November, 1994.

Notary Public
My Commission Expires: 3-31-96

EXHIBIT "A" TO THAT ASSIGNMENT, BILL OF SALE & CONVEYANCE FROM
A. G. ANDRIKOPOULOS RESOURCES, INC.TO A. G. A. INVESTMENT DATED NOVEMBER 30, 1994.

CASTLE CREEK/BEAMERS BLUFF LEASES

SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXP. DATE	DESCRIPTION	PAGE GR AC
W-28379	USA-W-28379	BELL TROSSEN	01-May-71 HBP	T. 32 N., R. 114 W. SECTION 28: ALL SECTION 33: N/2 SECTION 34: ALL SECTION 35: ALL	2.
W-36439	USA-W-36439	RUTH E. PENNINGTON	01-Oct-72 HBP	T. 32 N., R. 114 W. SECTION 9: LOTS 1-4, S/2N/2, S/2 SECTION 21: NE/4SE/4 SECTION 21: NE/4, S/2SE/4, NW/4SE/4 SECTION 22: ALL SECTION 23: W/2 SECTION 26: NW/4	1.
W-36440	USA-W-36440	ROBERT B. MEE	01-Oct-72 HBP	T. 32 N., R. 114 W. SECTION 26: S/2 SECTION 27: W/2, SE/4	
W-33563	USA-W-33563	CHARLES E. STRANGE, JR.	01-Nov-73 HBP	T. 32 N., R. 114 W. SECTION 27: NE/4	
71-15759	ST. OF WYOMING ST-WY-71-15759	WILLIAM C. KIRKWOOD	02-Oct-71 01-Sep-95	T. 32 N., R. 114 W. SECTION 16: ALL	6
W-38512	USA-W-38512	RICHARD G. KONE	01-Mar-73 HBP	T. 32 N., R. 114 W. SECTION 21: NW/4 SECTION 21: SW/4	3
W-73977	USA-W-73977	PAUL D. FINTUS	01-Jun-51 HBP	T. 32 N., R. 114 W. SECTION 20: N/2SE/4 SECTION 20: NE/4	2
W-06008	USA-W-06008	DONALD E. ALLEN	09-Apr-51 HBP	T. 32 N., R. 114 W. SECTION 20: S/2SE/4	8
W-119845	USA-W-119845	A. G. ANDRIKOPOULOS	01-May-90 30-Apr-95	T. 31 N., R. 114 W. SECTION 1: LOTS 1-4, S/2N/2, S/2 SECTION 2: LOTS 2-4, S/2N/2, E/2SW, SE/4	1,1
W-121443	USA-W-121443	A. G. ANDRIKOPOULOS	01-Oct-90 30-Sep-95	T. 33 N., R. 114 W. SECTION 18: LOTS 1-4, E/2, E/2W/2 SECTION 19: E/2NE 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 T. 33 N., R. 115 W. SECTION 13: ALL SECTION 24: N/2	2,5

A. G. ANDRIKOPOULOS RESOURCES, INC.TO A. G. A. INVESTMENT DATED NOVEMBER 30, 1994.

CASTLE CREEK/BEAMERS BLUFF LEASES

SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXP. DATE	DESCRIPTION	GROSS ACRES
W-121444	USA-W-121444	A. G. ANDRIKOPOULOS	01-Oct-90 30-Sep-95	T. 33 N., R. 114 W. SECTION 29: SW/4SW/4 SECTION 30: LOT 4, SE/4SW/4, S/2SE/4 SECTION 31: LOTS 3, 4, E/2SW/4, SE/4 SECTION 32: W/2 T. 32 N., R. 115 W. SECTION 11: LOTS 1-4, S/2 SECTION 12: LOTS 1-6, SW/4, W/2SE/4 T. 33 N., R. 115 W. SECTION 25: E/2 SECTION 36: E/2	2,478.12
W-117557	USA-W-117557	A. G. ANDRIKOPOULOS	01-Sep-90 31-Aug-00	T. 33 N., R. 115 W. SECTION 35: E/2 SECTION 36: W/2	640.00
W-121822	USA-W-121822	A. G. ANDRIKOPOULOS	01-May-91 HBP	T. 33 N., R. 115 W. SECTION 24: NE/4SE/4	40.00
W-121818	USA-W-121818	A. G. ANDRIKOPOULOS	01-May-91 HBP	T. 33 N., R. 115 W. SECTION 24: SE/4SE/4	40.00
W-60641	USA-W-60641	CARL W. KLAENHAMMER	01-Jan-69 HBP	T. 33 N., R. 114 W. SEC. 19: LOTS 1, 2, E/2NW/4, W/2NE/4	239.18
W-60642	USA-W-60642	CARL W. KLAENHAMMER	01-Jan-69 HBP	T. 33 N., R. 114 W. SEC. 19: LOTS 3, 4, E/2SW/4, SE/4	319.46
W-18099	USA-W-18099	PRUDA M. KRAUSE	01-May-69 HBP	T. 33 N., R. 114 W. SECTION 30: LOTS 1, 2, 3, NWNE, E/2NW SECTION 31: LOT 1, 2, NE/4, E/2NW	561.20
				TOTAL:	14,457.46

EXHIBIT "A" TO THAT ASSIGNMENT, BILL OF SALE & CONVEYANCE FROM
A. G. ANDRIKOPOULOS RESOURCES, INC.TO A. G. A. INVESTMENT DATED NOVEMBER 30, 1994.

CASTLE CREEK/BEAMERS BLUFF WELLS

WELL NAME	COUNTY	STATE	TOWNSHIP-RA	SECTION	LOCATION	AGAR WI	AGAR NRI
BEAMERS BLUFF #24-19	SUBLETTE	WY	T. 33 N., R. 114 W.	SECTION	19 SESW	0.25000000	0.20107240
MICKELSON CREEK #43-20	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	20 NESE	0.25000000	0.18375000
CASTLE CREEK #23-16A	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	16 NESW	0.25000000	0.20000000
CASTLE CREEK FED. #21-28	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	28 NENW	0.25000000	0.19922800
CASTLE CREEK FED. #22-27	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	27 SENW	0.25000000	0.19922800
CASTLE CREEK FED. #34-28	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	28 SWNE	0.25000000	0.19922800
CASTLE CREEK FED. #43-21	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	21 NESE	0.25000000	0.19922800
CASTLE CREEK FED. #14-22	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	22 SWSW	0.25000000	0.19922800
CASTLE CREEK FED. #23-22	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	22 NESW	0.25000000	0.19922800
CASTLE CREEK FED. #42-28	SUBLETTE	WY	T. 32 N., R. 114 W.	SECTION	28 SENE	0.25000000	0.19922800

TOGETHER WITH ALL EQUIPMENT, RIGHT-OF-WAYS, PIPELINES, LANDS AND LEASEHOLD INTEREST OWNED BY
A. G. ANDRIKOPOULOS RESOURCES, INC. WITHIN
TOWNSHIPS 31, 32, 33 NORTH, RANGE 114 WEST AND TOWNSHIPS 32, 33 NORTH, RANGE 115 WEST
WHETHER OR NOT SPECIFICALLY DESCRIBED ON THE REMAINING PART OF THIS EXHIBIT "A"

12

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 26 AM 9:16

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.: WYW120778

Lease Effective Date (Anniversary Date): 7-1-90

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*: Thomas J. Noonan
Street: 1300 Manor Dr.
City, State, ZIP Code: Casper, WY 82609-3105

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

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

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

This assignment conveys the following interest:

Land Description (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
T.029N, R.110W, 06th PM, WY Sec. 004 Lots 1-4 004 S2N2,S2 009 All 010 All 1917.040 Acres Sublette County	100%	100%	None	4% of 8/8ths	None

249985
249985

RECORDED Dec 7, 1994 1000 AM
IN BOOK 100 PAGE 72
FEES 8.00 Mary L. Gordon 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 effective JUN 01 1994

Phyllis Stone
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER — OCT 28 1994
(Title) (Date)

STATE OF WYOMING)
)
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN , THIS 24th DAY OF MAY, 1994
WITNESS MY HAND AND OFFICIAL SEAL.

Gail Hendrickson
NOTARY PUBLIC

MAY 1 1996
MY COMMISSION EXPIRES

GAIL HENDRICKSON-NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
My Commission Expires May 1, 1996

STATE OF WISCONSIN

COUNTY OF DOOR

The foregoing and attached instruments were acknowledged before me this 11th day of May, 1994 by Lynn A. Sawyer, Assignor.



Notary Public in and for
Said County and State.

My Commission Expires:
1/25/98

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 la 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 Sta 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 exce 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 Distri 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) A 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 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 violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein

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

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

Executed this 11th day of May, 19 94 Executed this 24TH day of MAY, 19 94

Name of Assignor as shown on current lease Lynn A. Sawyer
Please type or print

SS# 398-40-3645

Assignor Lynn A. Sawyer (Signature)
or
Attorney-in-fact (Signature)

Assignee Thomas D Doman (Signature)
or
Attorney-in-fact (Signature)

8216 Bues Point Road
(Assignor's Address)

Baileys Harbor, WI 54202
(City) (State) (Zip Code)

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/9501

3000-3
1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 26 AM 9:17

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.: WYW120779
Lease Effective Date (Anniversary Date): 7-1-90
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*: Thomas J. Noonan
Street: 1300 Manor Dr.
City, State, ZIP Code: Casper, WY 82609-3105

*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	
litional space on reverse, if needed. Do not submit documents or agreements other than form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T.029ON, R.110W, 06th PM, WY Sec. 005 Lots 1-4 005 S2N2,S2 006 Lots 1,2,7,9 006 SENE,SESW,SE 007 Lots 1-4 007 E2,E2W2 1643.270 Acres Sublette County **249986**	100%	100%	None	4% of 8/8ths	None

RECORDED Dec. 7, 1994 1:00 PM
IN BOOK 100 O/R PAGE 74
FEES 8.00 Mary A. Lyttle COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Seeton

FOR ASSIGNEE

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 itable 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.

gnment approved effective JUN 01 1994

Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

OCT 28 1994
(Date)

STATE OF WYOMING)
)
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN, THIS 24th DAY OF MAY, 1994
WITNESS MY HAND AND OFFICIAL SEAL

Gail Hendrickson
NOTARY PUBLIC

May 1 1996
MY COMMISSION EXPIRES

GAIL HENDRICKSON-NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
My Commission Expires May 1, 1996

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 WISCONSIN

COUNTY OF DOOR

The foregoing and attached instruments were acknowledged before me this 11th day of May, 1994 by Lynn A. Sawyer, Assignor.

Mark R. Anderson

Notary Public in and for
Said County and State.

My Commission Expires:
1/25/98

MARK R. ANDERSON NOTARY PUBLIC STATE OF WISC

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 Sta 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 exce 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 Distri 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) A 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 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 violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein

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

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

Executed this 11th day of May, 1994

Name of Assignor as shown on current lease Lynn A. Sawyer
Please type or print

Assignor Lynn A Sawyer SS# 398-40-3645
(Signature)

or

Attorney-in-fact _____
(Signature)

8216 Bues Point Road
(Assignor's Address)

Baileys Harbor, WI 54202
(City) (State) (Zip Code)

Executed this 24TH day of MAY, 1994

Assignee Thomas D Doran
(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.

(...ne 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB No. [redacted]-0034
Expires [redacted]t 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
94 MAY 26 AM 9:17
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.
WYW120780

Lease Effective Date (Anniversary Date)
7-1-90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*: Thomas J. Noonan
Street: 1300 Manor Dr.
City, State, ZIP Code: Casper, WY 82609-3105

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

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

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

This assignment conveys the following interest:

Land Description (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
T.029N, R.110W, 06th PM, WY Sec. 015 All 021 All 022 All 1920.00 Acres Sublette County	100%	100%	None	4% of 8/8ths	None

249987

RECORDED Dec. 7, 1994 1:00 PM
IN BOOK 100 ORG PAGE 76
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

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 JUN 01 1994

Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

OCT 28 1994
(Date)

STATE OF WYOMING)
)
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN , THIS 24th DAY OF MAY, 1994
WITNESS MY HAND AND OFFICIAL SEAL.

Gail Hendrickson
NOTARY PUBLIC

May 1 1996
MY COMMISSION EXPIRES

GAIL HENDRICKSON-NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires May 1, 1996

76

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 WISCONSIN

COUNTY OF DOOR

The foregoing and attached instruments were acknowledged before me this 11th day of May, 1994 by Lynn A. Sawyer, Assignor.

Mark R. Anderson

Notary Public in and for
Said County and State.

My Commission Expires:
1/25/98

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 Sta 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 exce 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 Distri 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) A 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 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 violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein

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

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

Executed this 11th day of May, 1994

Name of Assignor as shown on current lease Lynn A. Sawyer
Please type or print

Assignor Lynn A. Sawyer SS# 398-40-3645
(Signature)
or
Attorney-in-fact _____
(Signature)

8216 Bues Point Road
(Assignor's Address)

Baileys Harbor, WI 54202
(City) (State) (Zip Code)

Executed this 24TH day of MAY, 1994

Assignee Thomas D Thoren
(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 [illegible] statements or representations as to any [illegible]

m 3000-3
e 1988)

[redacted]

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

FORM APPROVED
OMB [redacted]4-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY 26 AM 9:18

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.
WYW120782

Lease Effective Date
(Anniversary Date)
7-1-90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Thomas J. Noonan
Street 1300 Manor Dr.
City, State, ZIP Code Casper, WY 82609-3105

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

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

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

This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
T.029N, R.110W, 06th PM, WY Sec. 027 All 028 All 029 SWSW 033 SENW, S2 034 All 2320.00 Acres Sublette County	100%	100%	None	4% of 8/8ths	None

249985

RECORDED Dec. 7, 1994 1:00 PM
IN BOOK 100 M6 PAGE 38
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Socha

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 JUN 01 1994

Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

OCT 28 1994
(Date)

STATE OF WYOMING)
)
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN , THIS 24th DAY OF MAY, 1994
WITNESS MY HAND AND OFFICIAL SEAL.

Gail Hendrickson
NOTARY PUBLIC

May 1 1996
MY COMMISSION EXPIRES

GAIL HENDRICKSON-NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires May 1, 1996

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 WISCONSIN

COUNTY OF DOOR

The foregoing and attached instruments were acknowledged before me this 11th day of May, 1994 by Lynn A. Sawyer, Assignor.

Mark R. Anderson

Notary Public in and for
Said County and State.

My Commission Expires:
1/25/98

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 Sta 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 exce 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 Distri 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) A 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 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 violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein

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

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

Executed this 11th day of May, 19 94

Name of Assignor as shown on current lease Lynn A. Sawyer
Please type or print

Assignor Lynn A Sawyer SS# 398-40-3645
(Signature)
or
Attorney-in-fact _____
(Signature)

8216 Bues Point Road
(Assignor's Address)

Baileys Harbor, WI 54202
(City) (State) (Zip Code)

Executed this 24TH day of MAY, 19 94

Assignee Thomas D Peterman
(Signature)
or
Attorney-in-fact _____
(Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW134428

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: Texaco Expl & Prod
   Street: Box 2100
   City, State, Zip Code: Denver, CO 80201

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 _____

RECORDED Dec. 8, 1994 9:15AM
IN BOOK 100 O+G PAGE 80
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

249990
249990

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. 106W Meridian 06th State WY County Sublette
sec 018 NENE;

Total acres in lease 40.000
Rental retained $ 60.00

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 _____ (Signing Officer)

Land Law Examiner (Title)

OCT 25 1994 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1994

FOR LESSEE

(Continued on reverse)

80

81

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 options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are leases in each leasing District in Alaska of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in 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 11-23, 19 94. Patrick Callahan

(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.

State of Colorado

ss.

County of Denver

On this 23th day of November, 1994 before me, MaryAnne M. Frawley, the undersigned officer, personally appeared Patrick Lee Callahan, known to me to be the person whose name is subscribed as Attorney-in-Fact for Texaco Exploration and Production, Inc. and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

NOTARIAL SEAL

Notary Public

Residing at 6709 South Nepal Way
Aurora, CO 80015-3339

My Commission Expires: May 21, 1998

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment of Overriding Royalty ("Assignment") is made this 21st day of November, 1994 from **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("**Assignor**") to **Donald R. Hembre**, 1660 Lincoln Street, Suite 1630, Denver, CO 80264 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers and delivers unto Assignee an overriding royalty of two percent (2%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from that certain Oil and Gas Lease dated September 16, 1994, from Elva Louise Vible, a widow, as Lessor, to Leonard Hay, as Lessee, said lease being recorded in Book 99 Oil & Gas, Page 83 of the records of the Clerk of Sublette County , Wyoming ("Lease"), and covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 108 West, 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

Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4

Township 31 North, Range 109 West, 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)
("Lands")

All oil, gas and other hydrocarbons attributable to the overriding royalty assigned hereunder shall be delivered free of cost to Assignee in the pipelines serving the Lease and Lands or the tanks erected thereupon for the purpose of storing such products.

This Assignment is made and accepted expressly subject to the following:

A. 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.

B. 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:

Sheffield Exploration Company, Inc.

J. Samuel Butler
President

SHEFFIELD EXPLORATION CORPORATE TRUST COMPANY SEAL DELAWARE INC.

Leonard L. Hembre
Asst. Secretary

249992
249991

1

RECORDED Dec. 8, 1994 9:30AM
IN BOOK 100 OIG PAGE 82
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of Nov., 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.

Witness my hand and official seal.

Susan M Meinerz
Notary Public

My commission expires: My Commission Expires 01/29/1998

SUSAN M. MEINERZ NOTARY PUBLIC STATE OF COLORADO

Form 3...0-3
(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-120626

Lease Effective Date (Anniversary Date)
July 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

. Assignee*
Street
City, State, ZIP Code

High Plains Associates, Inc.
1600 Broadway, Suite 1565
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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 110 West, 6th P.M. Section 11: NE4 Section 12: W2NE4, NW4, N2SW4, SE4SW4, SE4 Containing 680.00 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

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.

250084

RECORDED Dec. 16, 1994 9:00 AM
IN BOOK 180 PAGE 84
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sacco

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 _____

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

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

needed.

... if needed, or for Land Description in Item No. 2, if

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 1ST. day of DECEMBER, 1994, by Ronald R. Dawursk

WITNESS my hand and notarial seal.

My Commission Expires Jul 11, 1995

Janice M. McBride
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 1ST. day of DEC., 19 94

Name of Assignor as shown on current lease Ronald R. Dawursk
Please type or print

Assignor Ronald R. Dawursk
or (Signature)
Attorney-in-fact
(Signature)

95 Ellsworth Street
(Assignor's Address)

Colorado Springs CO 80906
(City) (State) (Zip Code)

Executed this 7th day of Dec., 1994

High Plains Associates, Inc.

Assignee Jonathan S. Roderick
By Jonathan S. Roderick (Signature) Vice President
Attorney-in-fact Attest: Lynne M. Romanuk
Lynne M. Romanuk (Signature) Secretary

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-120617

Lease Effective Date (Anniversary Date): July 1, 1990

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*: High Plains Associates, Inc.
Street: 1600 Broadway, Suite 1565
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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 31: Lots 1-4, E2, E2W2 Section 32: All Containing 1236.08 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

250085
95 0085
RECORDED Dec. 16, 1994 9:00 AM
IN BOOK 100 PAGE 86
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sadler

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 _____

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

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

Land Description in Item No. 2, if

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 1ST. day of DECEMBER, 1994, by Ronald R. Dawursk

WITNESS my hand and notarial seal.

My Commission Expires Jul 11, 1995

Notary Public

RECORDED

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 1ST. day of DEC., 19 94

Name of Assignor as shown on current lease Ronald R. Dawursk
Please type or print

Assignor Ronald R. Dawursk
or (Signature)

Attorney-in-fact _____
(Signature)

95 Ellsworth Street
(Assignor's Address)

Colorado Springs CO 80906
(City) (State) (Zip Code)

Executed this 7th day of Dec., 1994

High Plains Associates, Inc.

Assignee Jonathan S. Roderick
BY Jonathan S. Roderick (Signature) Vice President
Attorney-in-fact Attest: Lynne M. Romanchuk
Lynne M. Romanchuk (Signature) Secretary

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Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or 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-120612

Lease Effective Date
(Anniversary Date)
July 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*
Street
City, State, ZIP Code

High Plains Associates, Inc.
1600 Broadway, Suite 1565
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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 17: All Section 18: Lots 1-4, E2, E2W2 Containing 1228.88 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

250086

RECORDED Dec 16 1994 9:00 AM
IN BOOK 100 MISC 6 PAGE 88
FEES 8.00 Mary A. Coulthard 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 equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

_____ (Authorized Officer)

_____ (Title)

_____ (Date)

needed. 89 ... if needed, or for Land Description in Item No. 2, if

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 1ST. day of DECEMBER, 1994, by Ronald R. Dawursk

WITNESS my hand and notarial seal.

Commission Expires Jul 11, 1995

JANICE N. MCBRIDE - NOTARY PUBLIC - STATE OF COLORADO

Janice N. McBride
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 1ST, day of DEC, 19 94

Name of Assignor as shown on current lease Ronald R. Dawursk
Please type or print

Assignor Ronald R. Dawursk
(Signature)

or

Attorney-in-fact _____
(Signature)

95 Ellsworth Street
(Assignor's Address)

Colorado Springs CO 80906
(City) (State) (Zip Code)

Executed this 7th day of Dec. , 1994

High Plains Associates, Inc.

Assignee Jonathon S. Roderick
Jonathon S. Roderick (Signature) Vice President

or Attest: Lynne M. Romanchuk
Attorney-in-fact Lynne M. Romanchuk (Signature) Secretary

HIGH PLAINS ASSOCIATES, INC. - SEAL - COLORADO

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)

[redacted]

[redacted]

[redacted]

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-120618

Lease Effective Date
(Anniversary Date)
July 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*
Street
City, State, ZIP Code

High Plains Associates, Inc.
1600 Broadway, Suite 1565
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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 33: All Containing 640.00 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

250087

RECORDED Dec 16 1994 9:00 AM
IN BOOK 106 PAGE 90
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 equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

(Authorized Officer)

(Title)

(Date)

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 1ST. day of DECEMBER, 1994, by Ronald R. Dawursk

WITNESS my hand and notarial seal.

My Commission Expires July 11, 1995

Janice N. McBride
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 t 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 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 1ST. day of DEC., 19 94

Name of Assignor as shown on current lease Ronald R. Dawursk

Assignor Ronald R. Dawursk (Signature) Please type or print

or

Attorney-in-fact (Signature)

95 Ellsworth Street
(Assignor's Address)

Colorado Springs CO 80906
(City) (State) (Zip Code)

Executed this 7th day of Dec, 19 94

High Plains Associates, Inc.

Assignee Jonathan S. Roderick (Signature) Vice President

BK Attest: Lynne M. Romanchuk (Signature) Secretary

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*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-120615

Lease Effective Date (Anniversary Date): July 1, 1990

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*: High Plains Associates, Inc.
Street: 1600 Broadway, Suite 1565
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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 28: All Containing 640.00 acres, more or less Sublette County, Wyoming	100%	100%	None	4.5%	None

250088

RECORDED Dec. 16, 1994 9:00 A M
IN BOOK 100 PAGE 92
FEES $8.00 Mary O. 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 equitable title to this lease.

Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

_____ (Authorized Officer)

_____ (Title)

_____ (Date)

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

93

The foregoing instrument was acknowledged before me this 1ST. day of DECEMBER, 1994, by Ronald R. Dawursk

WITNESS my hand and notarial seal.

My Commission Expires Jul 11,1995

Janice L. Fairbride
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 1ST. day of DEC. , 19 94

Name of Assignor as shown on current lease Ronald R. Dawursk
Please type or print

Assignor Ronald R. Dawursk
(Signature)

or

Attorney-in-fact
(Signature)

95 Ellsworth Street
(Assignor's Address)

Colorado Springs (City) CO (State) 80906 (Zip Code)

Executed this 7th day of Dec , 1994

High Plains Associates, Inc.

Assignee Jonathan S. Rodenick
Jonathan S. Rodenick (Signature) Vice President

Attest: Lynne M. Romanchuk
Lynne M. Romanchuk (Signature) Secretary

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, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 16th day of September, 1994 is from FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935 to Basin Exploration, Inc. (Basin) whose address is 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202.

RECITALS

The parties hereto entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992, (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres, (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit A attached hereto and made a part hereof. Basin, pursuant to such Farmout, has drilled a well (Well) identified as the Federal 3-24 Well on the Lands. This well is located on the NW/4 of the NE/4 of Section 24, Township 27 North, Range 112 West, and is capable of producing oil or gas in commercial quantities from the Bear River formation. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

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, FMC does hereby transfer, assign, grant, bargain, sell and convey to Basin all of

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RECORDED Dec. 16 1994 1:30 PM
IN BOOK 100 PAGE 94
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

its right, title and interest in and to the Lease insofar and only insofar as such Lease covers or relates to the Lands and to the Assigned Depths shown on Exhibit A, together with:

(a) all of FMC's right, title and interest in and to the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained by Basin in connection with the Well;

(b) All of FMC's right, title and interest in the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease.

(c) All of FMC's interest in any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

This Assignment is subject to the convertible overriding royalty hereinafter reserved and all rights of FMC herein set forth.

OVERRIDING ROYALTY

FMC hereby reserves an overriding royalty of 2.5 percent (2.5%) of all oil, gas or associated hydrocarbon substances

produced and saved or sold from the well or from the Lands covered by the Lease (or any extension or renewal thereof) or allocated thereto pursuant to any applicable pooling or unitization or similar agreement or pooling or unitization order. To the extent that the working interest owned by FMC and assigned herein is, as to the producing formation to which such overriding royalty applies, less than the full working interest in such producing formation, the overriding royalty interest reserved by FMC shall be proportionately reduced. Also, if the federal lease which purports to cover the full leasehold interest in the oil, gas and associated substances in the producing formation in fact covers an interest less than the full leasehold, the overriding royalty interest reserved by FMC shall be, as to the producing formation, further reduced proportionately.

The parties intend that the overriding royalty interest reserved herein burdens only the working interest assigned by FMC to Basin by virtue of this Assignment.

The overriding royalty shall be computed on the basis of the price at which the oil, gas or associated substances are sold at the Well in an arms-length transaction; or if not so sold, the market value of production at the Well (determined by deducting gathering and transportation charges to the point of sale off the premises), but in no event on a price or value basis less than that upon which the Lessor's royalty is computed.

The overriding royalty herein reserved shall be free of all costs of any kind whatsoever. The overriding royalty shall,

however, bear its proportionate share of all severance, production or other similar taxes measured by production.

FMC shall have the right to take in kind the overriding royalty here reserved provided that FMC shall bear any extra expense caused by the exercise of such right directly applicable to FMC so taking in kind its overriding royalty.

FMC'S RIGHT TO A REASSIGNMENT OF A PORTION OF THE ASSIGNED INTEREST

Upon payout, as hereinafter defined, of the Well, FMC shall have the right, at its election, to have reassigned to it 33% of the interests herein assigned and sold to Basin free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin. Basin shall assign to FMC such interest effective as of the date of payout, such reassignment to be in recordable form. If FMC elects to receive such reassignment, the overriding royalty herein reserved by FMC, if any, shall be deemed to have been converted to the interest reassigned and shall no longer be payable as of the effective date of such reassignment.

PAYOUT

Payout shall be deemed to occur when the proceeds of the sale at the well of production attributable to the interest hereby assigned by FMC to Basin (or the value at the well thereof if not sold) shall equal the costs attributable to such assigned interest of preparing for drilling, drilling, testing, completing and equipping the well. If gas is sold off the premises, value at the well shall be computed on the basis of the price at which the gas is sold (in an arms length transaction) less costs of gathering and

transportation (and only such costs) to the point of sale. Costs shall be determined and computed in accordance with the terms and provisions of the Operating Agreement, Exhibit "D" to the Farmout, and Accounting Exhibit attached thereto.

If costs of plugging back or deepening are also incurred, such costs shall, insofar as attributable to the assigned interests, be charged as provided in the Farmout dated the 17th day of June, 1994 between Basin and FMC. Costs of plugging or deepening shall never, however, be charged to the costs of a Bear River well.

Basin shall furnish monthly reports of the payout account showing revenue or the value of production (where production is not sold) for the preceding month and an itemized statement of all costs charged against the payout account for such month.

Basin shall give written notice to FMC that the Well has paid out within thirty days from and after the date payout has occurred. FMC shall then have thirty (30) days from and after receiving such notice within which to notify Basin in writing whether or not it elects to receive a reassignment of 33% of the interest assigned by FMC to Basin pursuant hereto, effective as of the date of payout. FMC shall have the right to have an accurate accounting made for the purpose of determining the actual time of payout of the Well and to receive a reassignment pursuant to its election. If FMC does not elect to receive a reassignment, then the overriding royalty herein reserved shall survive and continue without interruption. If Basin does not notify FMC of payout of the well

as above provided, FMC may elect to receive such reassignment at any time after payout.

PLUGGING AND ABANDONING

Upon the plugging and abandoning of the Well, the interest assigned hereunder to Basin shall be reassigned to FMC free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin.

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 14th day of June, 1994 by and between the parties hereto, covering the NE/4 of Section 24, Township 27 North, Range 112 West, and under which Basin is operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

This Assignment is subject to the appropriate 1972 Operating Agreement as to any party to whom such Agreement is applicable.

This Assignment is effective as of the date of first production from the Well.

FMC hereby warrants and will forever defend title to the interest here assigned against all persons claiming by, through or under FMC, but not otherwise.

This Assignment shall bind and enure to the benefit of the parties and their respective successors and assigns.

ATTEST:

David L. Buckard (SEAL)

FMC CORPORATION

By David C DelCarlo

ASSISTANT SECRETARY SEAL DELAWARE

(SEAL) Secretary

BASIN EXPLORATION, INC.

By Dan L. Schwartz

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by David C. DelCarlo, as Site Services Manager of FMC CORPORATION, this 20th day of October, 1994.

Witness my hand and official seal.

Patty Castillon
Notary Public

My commission expires:
March 25, 1996

PATTY CASTILLON - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Mar. 25, 1996

STATE OF Colorado)
City &)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dan L Schwartz, as Vice President - Land of BASIN EXPLORATION, INC. this 2d day of November, 1994.

Witness my hand and official seal.

Janet L Moore
Notary Public

NOTARY PUBLIC STATE OF COLORADO

My commission expires:
9-28-98

EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Lands and Assigned Interest

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 112 West, Section 24, the NE/4 (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease WY-15340.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 16th day of SEPTEMBER, 1994 is from FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935 to Basin Exploration, Inc. (Basin) whose address is 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202.

RECITALS

The parties hereto entered into a Farmout Agreement the 14th day of June, 1994, effective the 1st day of October, 1992, (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres, (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit A attached hereto and made a part hereof. Basin, pursuant to such Farmout, has drilled a well (Well) identified as the Federal 3-31 Well on the Lands. This well is located on the SW/4 of the SW/4 (Lot 5) of Section 31, Township 27 North, Range 111 West, and is capable of producing oil or gas in commercial quantities from the Bear River formation. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

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, FMC does hereby transfer, assign, grant, bargain, sell and convey to Basin all of

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RECORDED Dec. 16, 1994 1:30 P M
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FEES 20.00 Mary A. Lindstrom COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Sexton

its right, title and interest in and to the Lease insofar and only insofar as such Lease covers or relates to the Lands and to the Assigned Depths shown on Exhibit A, together with:

(a) all of FMC's right, title and interest in and to the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained by Basin in connection with the Well;

(b) All of FMC's right, title and interest in the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease.

(c) All of FMC's interest in any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

This Assignment is subject to the convertible overriding royalty hereinafter reserved and all rights of FMC herein set forth.

OVERRIDING ROYALTY

FMC hereby reserves an overriding royalty of 2.5 percent (2.5%) of all oil, gas or associated hydrocarbon substances

produced and saved or sold from the well or from the Lands covered by the Lease (or any extension or renewal thereof) or allocated thereto pursuant to any applicable pooling or unitization or similar agreement or pooling or unitization order. To the extent that the working interest owned by FMC and assigned herein is, as to the producing formation to which such overriding royalty applies, less than the full working interest in such producing formation, the overriding royalty interest reserved by FMC shall be proportionately reduced. Also, if the federal lease which purports to cover the full leasehold interest in the oil, gas and associated substances in the producing formation in fact covers an interest less than the full leasehold, the overriding royalty interest reserved by FMC shall be, as to the producing formation, further reduced proportionately.

The parties intend that the overriding royalty interest reserved herein burdens only the working interest assigned by FMC to Basin by virtue of this Assignment.

The overriding royalty shall be computed on the basis of the price at which the oil, gas or associated substances are sold at the Well in an arms-length transaction; or if not so sold, the market value of production at the Well (determined by deducting gathering and transportation charges to the point of sale off the premises), but in no event on a price or value basis less than that upon which the Lessor's royalty is computed.

The overriding royalty herein reserved shall be free of all costs of any kind whatsoever. The overriding royalty shall,

however, bear its proportionate share of all severance, production or other similar taxes measured by production.

FMC shall have the right to take in kind the overriding royalty here reserved provided that FMC shall bear any extra expense caused by the exercise of such right directly applicable to FMC so taking in kind its overriding royalty.

FMC'S RIGHT TO A REASSIGNMENT OF A PORTION OF THE ASSIGNED INTEREST

Upon payout, as hereinafter defined, of the Well, FMC shall have the right, at its election, to have reassigned to it 33% of the interests herein assigned and sold to Basin free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin. Basin shall assign to FMC such interest effective as of the date of payout, such reassignment to be in recordable form. If FMC elects to receive such reassignment, the overriding royalty herein reserved by FMC, if any, shall be deemed to have been converted to the interest reassigned and shall no longer be payable as of the effective date of such reassignment.

PAYOUT

Payout shall be deemed to occur when the proceeds of the sale at the well of production attributable to the interest hereby assigned by FMC to Basin (or the value at the well thereof if not sold) shall equal the costs attributable to such assigned interest of preparing for drilling, drilling, testing, completing and equipping the well. If gas is sold off the premises, value at the well shall be computed on the basis of the price at which the gas is sold (in an arms length transaction) less costs of gathering and

transportation (and only such costs) to the point of sale. Costs shall be determined and computed in accordance with the terms and provisions of the Operating Agreement, Exhibit "D" to the Farmout, and Accounting Exhibit attached thereto.

If costs of plugging back or deepening are also incurred, such costs shall, insofar as attributable to the assigned interests, be charged as provided in the Farmout dated the 14th day of June, 1994 between Basin and FMC. Costs of plugging or deepening shall never, however, be charged to the costs of a Bear River well.

Basin shall furnish monthly reports of the payout account showing revenue or the value of production (where production is not sold) for the preceding month and an itemized statement of all costs charged against the payout account for such month.

Basin shall give written notice to FMC that the Well has paid out within thirty days from and after the date payout has occurred. FMC shall then have thirty (30) days from and after receiving such notice within which to notify Basin in writing whether or not it elects to receive a reassignment of 33% of the interest assigned by FMC to Basin pursuant hereto, effective as of the date of payout. FMC shall have the right to have an accurate accounting made for the purpose of determining the actual time of payout of the Well and to receive a reassignment pursuant to its election. If FMC does not elect to receive a reassignment, then the overriding royalty herein reserved shall survive and continue without interruption. If Basin does not notify FMC of payout of the well

as provided, FMC may elect to receive such reassignment at any time after payout.

PLUGGING AND ABANDONING

Upon the plugging and abandoning of the Well, the interest assigned hereunder to Basin shall be reassigned to FMC free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin.

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the _____ day of _____, 1994 by and between the parties hereto, covering the SW/4 (NE/4SW/4 + Lots 3, 4 and 5) of Section 31, Township 27 North, Range 111 West, and under which Basin is operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

This Assignment is subject to the appropriate 1972 Operating Agreement as to any party to whom such Agreement is applicable.

This Assignment is effective as of the date of first production from the Well.

FMC hereby warrants and will forever defend title to the interest here assigned against all persons claiming by, through or under FMC, but not otherwise.

This Assignment shall bind and enure to the benefit of the parties and their respective successors and assigns.

ATTEST:

David L. McLaud
(SEAL)

FMC CORPORATION

By David C DelCarlo

ATTEST:

(SEAL) Secretary

BASIN EXPLORATION, INC.

By Wm D. Schwandt

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by David C. DelCarlo, as Site Services Manager of FMC CORPORATION, this 20th day of October, 1994.

Witness my hand and official seal.

Patty Castillon
Notary Public

My commission expires:
March 25, 1996

PATTY CASTILLON - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Mar. 25, 1996

STATE OF Colorado)
City &)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dan L Schwandt, as Vice President - Land of BASIN EXPLORATION, INC. this 22 day of December, 1994.

Witness my hand and official seal.

Janet L Moore
Notary Public

My commission expires:
4-28-98

EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Lands and Assigned Depths

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 111 West, Section 31, the SW/4 (NE/4SW/4 plus Lots 3, 4 and 5) (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease No. WY-2690.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 16th day of September, 1994 is from FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935 to Basin Exploration, Inc. (Basin) whose address is 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202.

RECITALS

The parties hereto entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992, (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres, (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit A attached hereto and made a part hereof. Basin, pursuant to such Farmout, has drilled a well (Well) identified as the Federal 1-25 Well on the Lands. This well is located on the NE/4 of the NE/4 of Section 25, Township 27 North, Range 112 West, and is capable of producing oil or gas in commercial quantities from the Bear River formation. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

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, FMC does hereby transfer, assign, grant, bargain, sell and convey to Basin all of

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RECORDED Dec. 16, 1994 1:30 PM
IN BOOK 100 PAGE 110
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

its right, title and interest in and to the Lease insofar and only insofar as such Lease covers or relates to the Lands and to the Assigned Depths shown on Exhibit A, together with:

(a) all of FMC's right, title and interest in and to the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained by Basin in connection with the Well;

(b) All of FMC's right, title and interest in the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease.

(c) All of FMC's interest in any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

This Assignment is subject to the convertible overriding royalty hereinafter reserved and all rights of FMC herein set forth.

OVERRIDING ROYALTY

FMC hereby reserves an overriding royalty of 2.5 percent (2.5%) of all oil, gas or associated hydrocarbon substances

produced and saved or sold from the well or from the Lands covered by the Lease (or any extension or renewal thereof) or allocated thereto pursuant to any applicable pooling or unitization or similar agreement or pooling or unitization order. To the extent that the working interest owned by FMC and assigned herein is, as to the producing formation to which such overriding royalty applies, less than the full working interest in such producing formation, the overriding royalty interest reserved by FMC shall be proportionately reduced. Also, if the federal lease which purports to cover the full leasehold interest in the oil, gas and associated substances in the producing formation in fact covers an interest less than the full leasehold, the overriding royalty interest reserved by FMC shall be, as to the producing formation, further reduced proportionately.

The parties intend that the overriding royalty interest reserved herein burdens only the working interest assigned by FMC to Basin by virtue of this Assignment.

The overriding royalty shall be computed on the basis of the price at which the oil, gas or associated substances are sold at the Well in an arms-length transaction; or if not so sold, the market value of production at the Well (determined by deducting gathering and transportation charges to the point of sale off the premises), but in no event on a price or value basis less than that upon which the Lessor's royalty is computed.

The overriding royalty herein reserved shall be free of all costs of any kind whatsoever. The overriding royalty shall,

however, bear its proportionate share of all severance, production or other similar taxes measured by production.

FMC shall have the right to take in kind the overriding royalty here reserved provided that FMC shall bear any extra expense caused by the exercise of such right directly applicable to FMC so taking in kind its overriding royalty.

FMC'S RIGHT TO A REASSIGNMENT OF A PORTION OF THE ASSIGNED INTEREST

Upon payout, as hereinafter defined, of the Well, FMC shall have the right, at its election, to have reassigned to it 33% of the interests herein assigned and sold to Basin free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin. Basin shall assign to FMC such interest effective as of the date of payout, such reassignment to be in recordable form. If FMC elects to receive such reassignment, the overriding royalty herein reserved by FMC, if any, shall be deemed to have been converted to the interest reassigned and shall no longer be payable as of the effective date of such reassignment.

PAYOUT

Payout shall be deemed to occur when the proceeds of the sale at the well of production attributable to the interest hereby assigned by FMC to Basin (or the value at the well thereof if not sold) shall equal the costs attributable to such assigned interest of preparing for drilling, drilling, testing, completing and equipping the well. If gas is sold off the premises, value at the well shall be computed on the basis of the price at which the gas is sold (in an arms length transaction) less costs of gathering and

transportation (and only such costs) to the point of sale. Costs shall be determined and computed in accordance with the terms and provisions of the Operating Agreement, Exhibit "D" to the Farmout, and Accounting Exhibit attached thereto.

If costs of plugging back or deepening are also incurred, such costs shall, insofar as attributable to the assigned interests, be charged as provided in the Farmout dated the 14th day of June, 1995 between Basin and FMC. Costs of plugging or deepening shall never, however, be charged to the costs of a Bear River well.

Basin shall furnish monthly reports of the payout account showing revenue or the value of production (where production is not sold) for the preceding month and an itemized statement of all costs charged against the payout account for such month.

Basin shall give written notice to FMC that the Well has paid out within thirty days from and after the date payout has occurred. FMC shall then have thirty (30) days from and after receiving such notice within which to notify Basin in writing whether or not it elects to receive a reassignment of 33% of the interest assigned by FMC to Basin pursuant hereto, effective as of the date of payout. FMC shall have the right to have an accurate accounting made for the purpose of determining the actual time of payout of the welland to receive a reassignment pursuant to its election. If FMC does not elect to receive a reassignment, then the overriding royalty herein reserved shall survive and continue without interruption. If Basin does not notify FMC of payout of the well as above

provided, FMC may elect to receive such reassignment at any time after payout.

PLUGGING AND ABANDONING

Upon the plugging and abandoning of the Well, the interest assigned hereunder to Basin shall be reassigned to FMC free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin.

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 14th day of June, 1994 by and between the parties hereto, covering the NE/4 of Section 25, Township 27 North, Range 112 West) and under which Basin is operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

This Assignment is subject to the appropriate 1972 Operating Agreement as to any party to whom such Agreement is applicable.

This Assignment is effective as of the date of first production from the Well.

FMC hereby warrants and will forever defend title to the interest here assigned against all persons claiming by, through or under FMC, but not otherwise.

This Assignment shall bind and enure to the benefit of the parties and their respective successors and assigns.

ATTEST:

David L. Nichols
(SEAL)

FMC CORPORATION

By David C DelCarlo

BASIN EXPLORATION, INC.

By Dan L. Schwartz

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by David C. DelCarlo, as Site Services Manager of FMC CORPORATION, this 20th day of October, 1994.

Witness my hand and official seal.

Patty Castillon
Notary Public

My commission expires:
March 25, 1996

PATTY CASTILLON - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Mar. 25, 1996

STATE OF Colorado)
City &)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dan L Schwartz, as Vice President - Land of BASIN EXPLORATION, INC. this 2d day of December, 1994.

Witness my hand and official seal.

Janet L Moore
Notary Public

My commission expires:
6-26-98

EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Lands and Assigned Interest

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 112 West, Section 25, the NE/4 (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations), and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease WY-3776.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 16th day of SEPTEMBER, 1994 is from FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935 to Basin Exploration, Inc. (Basin) whose address is 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202.

RECITALS

The parties hereto entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992, (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres, (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit A attached hereto and made a part hereof. Basin, pursuant to such Farmout, has drilled a well (Well) identified as the Federal 2-31 Well on the Lands. This well is located on the SE/4 of the SE/4 (Lot 7) of Section 31, Township 27 North, Range 111 West, and is capable of producing oil or gas in commercial quantities from the Bear River formation. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

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, FMC does hereby transfer, assign, grant, bargain, sell and convey to Basin all of

250120

RECORDED Dec. 16, 1994 1:30 PM
IN BOOK 100 016 PAGE 118
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sutton

its right, title and interest in and to the Lease insofar and only insofar as such Lease covers or relates to the Lands and to the Assigned Depths shown on Exhibit A, together with:

(a) all of FMC's right, title and interest in and to the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained by Basin in connection with the Well;

(b) All of FMC's right, title and interest in the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease.

(c) All of FMC's interest in any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

This Assignment is subject to the convertible overriding royalty hereinafter reserved and all rights of FMC herein set forth.

OVERRIDING ROYALTY

FMC hereby reserves an overriding royalty of 2.5 percent (2.5%) of all oil, gas or associated hydrocarbon substances

produced and saved or sold from the well or from the Lands covered by the Lease (or any extension or renewal thereof) or allocated thereto pursuant to any applicable pooling or unitization or similar agreement or pooling or unitization order. To the extent that the working interest owned by FMC and assigned herein is, as to the producing formation to which such overriding royalty applies, less than the full working interest in such producing formation, the overriding royalty interest reserved by FMC shall be proportionately reduced. Also, if the federal lease which purports to cover the full leasehold interest in the oil, gas and associated substances in the producing formation in fact covers an interest less than the full leasehold, the overriding royalty interest reserved by FMC shall be, as to the producing formation, further reduced proportionately.

The parties intend that the overriding royalty interest reserved herein burdens only the working interest assigned by FMC to Basin by virtue of this Assignment.

The overriding royalty shall be computed on the basis of the price at which the oil, gas or associated substances are sold at the Well in an arms-length transaction; or if not so sold, the market value of production at the Well (determined by deducting gathering and transportation charges to the point of sale off the premises), but in no event on a price or value basis less than that upon which the Lessor's royalty is computed.

The overriding royalty herein reserved shall be free of all costs of any kind whatsoever. The overriding royalty shall,

however, bear its proportionate share of all severance, production or other similar taxes measured by production.

FMC shall have the right to take in kind the overriding royalty here reserved provided that FMC shall bear any extra expense caused by the exercise of such right directly applicable to FMC so taking in kind its overriding royalty.

FMC'S RIGHT TO A REASSIGNMENT OF A PORTION OF THE ASSIGNED INTEREST

Upon payout, as hereinafter defined, of the Well, FMC shall have the right, at its election, to have reassigned to it 33% of the interests herein assigned and sold to Basin free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin. Basin shall assign to FMC such interest effective as of the date of payout, such reassignment to be in recordable form. If FMC elects to receive such reassignment, the overriding royalty herein reserved by FMC, if any, shall be deemed to have been converted to the interest reassigned and shall no longer be payable as of the effective date of such reassignment.

PAYOUT

Payout shall be deemed to occur when the proceeds of the sale at the well of production attributable to the interest hereby assigned by FMC to Basin (or the value at the well thereof if not sold) shall equal the costs attributable to such assigned interest of preparing for drilling, drilling, testing, completing and equipping the well. If gas is sold off the premises, value at the well shall be computed on the basis of the price at which the gas is sold (in an arms length transaction) less costs of gathering and

transportation (and only such costs) to the point of sale. Costs shall be determined and computed in accordance with the terms and provisions of the Operating Agreement, Exhibit "D" to the Farmout, and Accounting Exhibit attached thereto.

If costs of plugging back or deepening are also incurred, such costs shall, insofar as attributable to the assigned interests, be charged as provided in the Farmout dated the 17th day of June, 1994 between Basin and FMC. Costs of plugging or deepening shall never, however, be charged to the costs of a Bear River well:

Basin shall furnish monthly reports of the payout account showing revenue or the value of production (where production is not sold) for the preceding month and an itemized statement of all costs charged against the payout account for such month.

Basin shall give written notice to FMC that the Well has paid out within thirty days from and after the date payout has occurred. FMC shall then have thirty (30) days from and after receiving such notice within which to notify Basin in writing whether or not it elects to receive a reassignment of 33% of the interest assigned by FMC to Basin pursuant hereto, effective as of the date of payout. FMC shall have the right to have an accurate accounting made for the purpose of determining the actual time of payout of the Well and to receive a reassignment pursuant to its election. If FMC does not elect to receive a reassignment, then the overriding royalty herein reserved shall survive and continue without interruption. If Basin does not notify FMC of payout of the well

as above provided, FMC may elect to receive such reassignment at any time after payout.

PLUGGING AND ABANDONING

Upon the plugging and abandoning of the Well, the interest assigned hereunder to Basin shall be reassigned to FMC free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin.

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 14th day of June, 1994 by and between the parties hereto, covering the SE/4 (N/2SE/4 + Lots 6 and 7) of Section 31, Township 27 North, Range 111 West, and under which Basin is operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

This Assignment is subject to the appropriate 1972 Operating Agreement as to any party to whom such Agreement is applicable.

This Assignment is effective as of the date of first production from the Well.

FMC hereby warrants and will forever defend title to the interest here assigned against all persons claiming by, through or under FMC, but not otherwise.

This Assignment shall bind and enure to the benefit of the parties and their respective successors and assigns.

ATTEST:

David L. Mokard
(SEAL)

FMC CORPORATION

By David C DelCarlo

(SEAL)
Secretary

BASIN EXPLORATION, INC.

By Dan L. Schwartz

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by David C. DelCarlo, as Site Services Manager of FMC CORPORATION, this 20th day of October, 1994.

Witness my hand and official seal.

Patty Castillon
Notary Public

My commission expires:
March 25, 1996

PATTY CASTILLON - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Mar. 25, 1996

STATE OF Colorado)
City &)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dan L Schwartz, as Vice President - Legal of BASIN EXPLORATION, INC. this 2nd day of November, 1994.

Witness my hand and official seal.

Janet L Moore
Notary Public

My commission expires:
12-28-98

EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Lands and Assigned Depths

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 111 West, Section 31, the SE/4 (N/2SE/4 plus Lots 6 and 7) (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease No. WY-2690.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 16th day of September, 1994 is from FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935 to Basin Exploration, Inc. (Basin) whose address is 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202.

RECITALS

The parties hereto entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992, (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres, (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit A attached hereto and made a part hereof. Basin, pursuant to such Farmout, has drilled a well (Well) identified as the Federal 1-31 Well on the Lands. This well is located on the SW/4 of the NE/4 of Section 31, Township 27 North, Range 111 West, and is capable of producing oil or gas in commercial quantities from the Bear River formation. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

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, FMC does hereby transfer, assign, grant, bargain, sell and convey to Basin all of

250121

RECORDED Dec. 16 1994 1:30 PM
IN BOOK 100 PAGE 126
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

its right, title and interest in and to the Lease insofar and only insofar as such Lease covers or relates to the Lands and to the Assigned Depths shown on Exhibit A, together with:

(a) all of FMC's right, title and interest in and to the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained by Basin in connection with the Well;

(b) All of FMC's right, title and interest in the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease.

(c) All of FMC's interest in any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

This Assignment is subject to the convertible overriding royalty hereinafter reserved and all rights of FMC herein set forth.

OVERRIDING ROYALTY

FMC hereby reserves an overriding royalty of 2.5 percent (2.5%) of all oil, gas or associated hydrocarbon substances

produced and saved or sold from the well or from the Lands covered by the Lease (or any extension or renewal thereof) or allocated thereto pursuant to any applicable pooling or unitization or similar agreement or pooling or unitization order. To the extent that the working interest owned by FMC and assigned herein is, as to the producing formation to which such overriding royalty applies, less than the full working interest in such producing formation, the overriding royalty interest reserved by FMC shall be proportionately reduced. Also, if the federal lease which purports to cover the full leasehold interest in the oil, gas and associated substances in the producing formation in fact covers an interest less than the full leasehold, the overriding royalty interest reserved by FMC shall be, as to the producing formation, further reduced proportionately.

The parties intend that the overriding royalty interest reserved herein burdens only the working interest assigned by FMC to Basin by virtue of this Assignment.

The overriding royalty shall be computed on the basis of the price at which the oil, gas or associated substances are sold at the Well in an arms-length transaction; or if not so sold, the market value of production at the Well (determined by deducting gathering and transportation charges to the point of sale off the premises), but in no event on a price or value basis less than that upon which the Lessor's royalty is computed.

The overriding royalty herein reserved shall be free of all costs of any kind whatsoever. The overriding royalty shall,

however, bear its proportionate share of all severance, production or other similar taxes measured by production.

FMC shall have the right to take in kind the overriding royalty here reserved provided that FMC shall bear any extra expense caused by the exercise of such right directly applicable to FMC so taking in kind its overriding royalty.

FMC'S RIGHT TO A REASSIGNMENT OF A PORTION OF THE ASSIGNED INTEREST

Upon payout, as hereinafter defined, of the Well, FMC shall have the right, at its election, to have reassigned to it 33% of the interests herein assigned and sold to Basin free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin. Basin shall assign to FMC such interest effective as of the date of payout, such reassignment to be in recordable form. If FMC elects to receive such reassignment, the overriding royalty herein reserved by FMC, if any, shall be deemed to have been converted to the interest reassigned and shall no longer be payable as of the effective date of such reassignment.

PAYOUT

Payout shall be deemed to occur when the proceeds of the sale at the well of production attributable to the interest hereby assigned by FMC to Basin (or the value at the well thereof if not sold) shall equal the costs attributable to such assigned interest of preparing for drilling, drilling, testing, completing and equipping the well. If gas is sold off the premises, value at the well shall be computed on the basis of the price at which the gas is sold (in an arms length transaction) less costs of gathering and

transportation (and only such costs) to the point of sale. Costs shall be determined and computed in accordance with the terms and provisions of the Operating Agreement, Exhibit "D" to the Farmout, and Accounting Exhibit attached thereto.

If costs of plugging back or deepening are also incurred, such costs shall, insofar as attributable to the assigned interests, be charged as provided in the Farmout dated the 17th day of June, 1994 between Basin and FMC. Costs of plugging or deepening shall never, however, be charged to the costs of a Bear River well.

Basin shall furnish monthly reports of the payout account showing revenue or the value of production (where production is not sold) for the preceding month and an itemized statement of all costs charged against the payout account for such month.

Basin shall give written notices to FMC that the Well has paid out within thirty days from and after the date payout has occurred. FMC shall then have thirty (30) days from and after receiving such notice within which to notify Basin in writing whether or not it elects to receive a reassignment of 33% of the interest assigned by FMC to Basin pursuant hereto, effective as of the date of payout. FMC shall have the right to have an accurate accounting made for the purpose of determining the actual time of payout of the Well and to receive a reassignment pursuant to its election; if FMC does not elect to receive a reassignment, then the overriding royalty herein reserved shall survive and continue without interruption. If Basin does not notify FMC of payout of the well as above

provided, FMC may elect to receive such reassignment at any time after payout.

PLUGGING AND ABANDONING

Upon the plugging and abandoning of the Well, the interest assigned hereunder to Basin shall be reassigned to FMC free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin.

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 14th day of June, 1994 by and between the parties hereto, covering the NE/4 of Section 31, Township 27 North, Range 111 West, and under which Basin is operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

This Assignment is subject to the appropriate 1972 Operating Agreement as to any party to whom such Agreement is applicable.

This Assignment is effective as of the date of first production from the Well.

FMC hereby warrants and will forever defend title to the interest here assigned against all persons claiming by, through or under FMC, but not otherwise.

This Assignment shall bind and enure to the benefit of the parties and their respective successors and assigns.

ATTEST:

FMC CORPORATION

David L. Nuckols
(SEAL)

By David C. DelCarlo

ATTEST:

BASIN EXPLORATION, INC.

Glenda L. Bray
(SEAL) Secretary

By Dan L. Schwartz

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by David C. DelCarlo, as Site Services Manager of FMC CORPORATION, this 20th day of October, 1994.

Witness my hand and official seal.

Patty Castillon
Notary Public

My commission expires:
March 25, 1996

PATTY CASTILLON - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Mar. 25, 1996

STATE OF Colorado)
City &)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dan L Schwartz, as Vice President - Land of BASIN EXPLORATION, INC. this 2d day of December, 1994.

Witness my hand and official seal.

Janet L Moore
Notary Public

My commission expires:
6-28-98

132

EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Lands and Assigned Depths

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 111 West, Section 31, the NE/4 (being a 160-acre spacing unit pursuant to statewide spacing as determined by Rule 302 of the Wyoming Oil and Gas Conservation Commission Rules and Regulations); and the Assigned Depths are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation; the interests assigned being operating rights in a portion of Federal Lease WY-2690.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (Assignment) dated the 16TH day of SEPTEMBER, 1994 is from FMC Corporation (FMC) whose address is Box 872, Green River, Wyoming 82935 to Basin Exploration, Inc. (Basin) whose address is 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202.

RECITALS

The parties hereto entered into a Farmout Agreement the 17th day of June, 1994, effective the 1st day of October, 1992, (The Farmout) covering, among other lands, certain lands (Lands) comprising 160 acres, (more or less) covered by the oil and gas lease or leases or operating rights in and under such lease or leases (Lease) insofar as the Lease covers the assigned depths (Assigned Depths) all as shown and set forth on Exhibit A attached hereto and made a part hereof. Basin, pursuant to such Farmout, has drilled a well (Well) identified as the Federal 2-24 Well on the Lands. This well is located on the SW/4 of the SW/4 of Section 24, Township 27 North, Range 112 West, and is capable of producing oil or gas in commercial quantities from the Bear River formation. This Assignment is for the purpose of carrying out the provisions of the Farmout.

ASSIGNMENT

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, FMC does hereby transfer, assign, grant, bargain, sell and convey to Basin all of

250122

RECORDED Dec. 16, 1994, 1:30 PM
IN BOOK 100 946 PAGE 134
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

its right, title and interest in and to the Lease insofar and only insofar as such Lease covers or relates to the Lands and to the Assigned Depths shown on Exhibit A, together with:

(a) all of FMC's right, title and interest in and to the Well, the personal property, fixtures, improvements and other property whether real, personal or mixed, appurtenant to or used or obtained by Basin in connection with the Well;

(b) All of FMC's right, title and interest in the oil, gas and associated substances or any other minerals produced or producible from or attributable to such Well and covered by the Lease.

(c) All of FMC's interest in any permits, rights-of-way, easements, licenses or orders, if any, in any way relating to the Lease insofar as it covers the Land and all amendments to any of the foregoing to the extent that the assignment of such interests is or may be necessary in order to facilitate Basin in its operations of the Well and on the Lease.

This Assignment is subject to the convertible overriding royalty hereinafter reserved and all rights of FMC herein set forth.

OVERRIDING ROYALTY

FMC hereby reserves an overriding royalty of 2.5 percent (2.5%) of all oil, gas or associated hydrocarbon substances

produced and saved or sold from the well or from the Lands covered by the Lease (or any extension or renewal thereof) or allocated thereto pursuant to any applicable pooling or unitization or similar agreement or pooling or unitization order. To the extent that the working interest owned by FMC and assigned herein is, as to the producing formation to which such overriding royalty applies, less than the full working interest in such producing formation, the overriding royalty interest reserved by FMC shall be proportionately reduced. Also, if the federal lease which purports to cover the full leasehold interest in the oil, gas and associated substances in the producing formation in fact covers an interest less than the full leasehold, the overriding royalty interest reserved by FMC shall be, as to the producing formation, further reduced proportionately.

The parties intend that the overriding royalty interest reserved herein burdens only the working interest assigned by FMC to Basin by virtue of this Assignment.

The overriding royalty shall be computed on the basis of the price at which the oil, gas or associated substances are sold at the Well in an arms-length transaction; or if not so sold, the market value of production at the Well (determined by deducting gathering and transportation charges to the point of sale off the premises), but in no event on a price or value basis less than that upon which the Lessor's royalty is computed.

The overriding royalty herein reserved shall be free of all costs of any kind whatsoever. The overriding royalty shall,

however, bear its proportionate share of all severance, production or other similar taxes measured by production.

FMC shall have the right to take in kind the overriding royalty here reserved provided that FMC shall bear any extra expense caused by the exercise of such right directly applicable to FMC so taking in kind its overriding royalty.

FMC'S RIGHT TO A REASSIGNMENT OF A PORTION OF THE ASSIGNED INTEREST

Upon payout, as hereinafter defined, of the Well, FMC shall have the right, at its election, to have reassigned to it 33% of the interests herein assigned and sold to Basin free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin. Basin shall assign to FMC such interest effective as of the date of payout, such reassignment to be in recordable form. If FMC elects to receive such reassignment, the overriding royalty herein reserved by FMC, if any, shall be deemed to have been converted to the interest reassigned and shall no longer be payable as of the effective date of such reassignment.

PAYOUT

Payout shall be deemed to occur when the proceeds of the sale at the well of production attributable to the interest hereby assigned by FMC to Basin (or the value at the well thereof if not sold) shall equal the costs attributable to such assigned interest of preparing for drilling, drilling, testing, completing and equipping the well. If gas is sold off the premises, value at the well shall be computed on the basis of the price at which the gas is sold (in an arms length transaction) less costs of gathering and

transportation (and only such costs) to the point of sale. Costs shall be determined and computed in accordance with the terms and provisions of the Operating Agreement, Exhibit "D" to the Farmout, and Accounting Exhibit attached thereto.

If costs of plugging back or deepening are also incurred, such costs shall, insofar as attributable to the assigned interests, be charged as provided in the Farmout dated the 14th day of June, 1994 between Basin and FMC. Costs of plugging or deepening shall never, however, be charged to the costs of a Bear River well.

Basin shall furnish monthly reports of the payout account showing revenue or the value of production (where production is not sold) for the preceding month and an itemized statement of all costs charged against the payout account for such month.

Basin shall give written notice to FMC that the Well has paid out within thirty days from and after the date payout has occurred. FMC shall then have thirty (30) days from and after receiving such notice within which to notify Basin in writing whether or not it elects to receive a reassignment of 33% of the interest assigned by FMC to Basin pursuant hereto, effective as of the date of payout. FMC shall have the right to have an accurate accounting made for the purpose of determining the actual time of payout of the Well and to receive a reassignment pursuant to its election. If FMC does not elect to receive a reassignment, then the overriding royalty herein reserved shall survive and continue without interruption. If Basin does not notify FMC of payout of the well

as above provided, FMC may elect to receive such reassignment at any time after payout.

PLUGGING AND ABANDONING

Upon the plugging and abandoning of the Well, the interest assigned hereunder to Basin shall be reassigned to FMC free and clear of any title defect, burden, lien or encumbrance of any kind by, through or under Basin.

MISCELLANEOUS

This Assignment is subject to that certain Operating Agreement dated the 17th day of June, 1994 by and between the parties hereto, covering the SW/4 of Section 24, Township 27 North, Range 112 West, and under which Basin is operator. Such Operating Agreement shall govern all operations on the premises. In case of any inconsistency, the provisions of this Assignment and of the Farmout shall prevail.

This Assignment is subject to the appropriate 1972 Operating Agreement as to any party to whom such Agreement is applicable.

This Assignment is effective as of the date of first production from the Well.

FMC hereby warrants and will forever defend title to the interest here assigned against all persons claiming by, through or under FMC, but not otherwise.

This Assignment shall bind and enure to the benefit of the parties and their respective successors and assigns.

ATTEST:

David L. Duckard
(SEAL)

FMC CORPORATION

By Daniel C. DelCarlo

ATTEST:

[illegible]
(SEAL) Secretary

BASIN EXPLORATION, INC.

By Don L. Schwartz

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by David C. DelCarlo, as Site Services Manager of FMC CORPORATION, this 20th day of October, 1994.

Witness my hand and official seal.

Patty Castillon
Notary Public

My commission expires:
March 22, 1996

PATTY CASTILLON - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Mar. 22, 1996

STATE OF Colorado)
City &)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Don L Schwartz, as Vice President - Land of BASIN EXPLORATION, INC. this 2d day of December, 1994.

Witness my hand and official seal.

Janet L Moore
Notary Public

My commission expires:
8-8-98

NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A" TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Lands and Assigned Interest

This Assignment, Bill of Sale and Conveyance applies to the Lands comprising the 160-acre tract (more or less) described as Township 27 North, Range 112 West, Section 24, the W/2W/2. This tract comprises 160 acres of which 80 acres is the W/2SW/4 and the other 80 acres is the W/2NW/4 of Section 24.

The W/2 of Section 24 has been designated a spacing unit pursuant to Cause 1, Order 4, Docket Number 29-82 of the Wyoming Oil and Gas Conservation Commission.

The Assigned Depths of this Assignment are the interval between the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC #1 Government Mobil Test located in the SW/4SE/4 of Section 19, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and the base of the Bear River Formation. Well #2-24 was drilled in the SW/4SW/4 of Section 24 pursuant to Cause 1, Order 16, Docket Number 247-93 dated August 6, 1993, permitting a second well in the W/2 of Section 24 as an exception to the 320-acre spacing order of 1982 referred to above. By Order No. 18, Cause No. 1, Docket No. 65-94, dated the 8th day of July 1994 with an effective date of September 30, 1993, the W/2 of Section 24 was force pooled.

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1988

OIL AND GAS LEASE

250126

RECORDED Dec. 16 19 94 3:00 PM
IN BOOK 100 MG PAGE 142
FEES 14.00 Mary L. Gordon COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sayler

THIS AGREEMENT, made and entered into this 11th day of November, 19 94, by and between Robert M. Miller, Jr., Personal Representative of the Estate of Mildred M. Miller, deceased of 279 Miller Lane, 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(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 11th day of November, 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 three thousand, ninety-two & 96/100's ****** DOLLARS ($ 3,092.96), 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 immediately or jointly 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 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

~~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, 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.

Robert M. Miller Personal Rep.

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

83-6040347
Tax I.D. No.

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 18th day of November, 1994, before me personally appeared Robert M. Miller, Jr., Personal Representative of the Estate of Mildred M. Miller, deceased 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 18th day of November, 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 November 11, 1994 by and between Robert M. Miller, Jr., Personal Representative of the Estate of Mildred M. Miller, deceased, Lessor, and Contex Energy Company, Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 29 North, Range 111 West, 6th P.M.
Section 6: Lot 6, Lot 7, E½SW¼, and SE¼ less and except 24 acres described in Book 3 of Quitclaim Deeds, page 257, Sublette County Clerk Records, Wyoming
Section 7: Lot 1, Lot 2, Lot 3, Lot 4, E½W½, NE¼

Township 29 North, Range 112 West, 6th P.M.
Section 1: Lot 2, Lot 3, Lot 4, SW¼NE¼, S½NW¼, S½
Section 2: Lot 1, SE¼NE¼, E½SE¼
Section 3: Lot 3, Lot 4, S½NW¼
Section 4: Lot 1, Lot 2, Lot 3, Lot 4, S½N½
Section 5: Lot 1, SE¼NE¼
Section 9: 6.159. acres in SE¼SE¼ described in Bk. 12 of Deeds, pg. 172, in the office of the Sublette County Clerk, Wyoming
Section 12: E½NE¼

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: S½
Section 34: SW¼ and 0.931 acres in SE¼NE¼ described in Bk. 12 Deeds, pg. 425, Sublette County Clerk Records, Wyoming
Section 35: NW¼NE¼, E½SE¼, N½NW¼, and all that part of S½NW¼ and SW¼NE¼ lying Northerly of the centerline of the Big Piney-West Road, a secondary road of the Wyoming Highway Department No. S-98, containing 33 acres, more or less
Section 36: SW¼, SW¼SE¼, and NW¼SE¼ less and except 2.466 acres described in Bk. 10 Deeds, pg. 201, Sublette County Clerk Records, Wyoming;

containing 3,092.954, more or less.

Signed for Identification:

Robert M. Miller Jr. Personal Rep

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

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated November 11, 1994 by and between Robert M. Miller, Jr., Personal Representative of the Estate of Mildred M. Miller, deceased, 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:

Robert M. Miller Personal Rep.

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

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RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Contex Energy Company, for good and valuable consideration does hereby release, relinquish, quit-claim and surrender to the lessor(s), their heirs, assigns and legal representatives, all right, title and interest, in and to that certain Oil and Gas Lease, made and entered into by and between Robert M. Miller, Jr., Personal Representative of the Estate of Mildred M. Miller, deceased, Lessor, and Contex Energy Company, Lessee, dated the 2nd day of September, 1994, covering the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M.
Sec 6: Lots 6, 7, E2SW, SE
Sec 7: Lots 1, 2, 3, 4, E2W2, NE

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.
Sec 1: Lots 2, 3, 4, SWNE, S2NW, S2
Sec 2: Lot 1, SENE, E2SE
Sec 3: Lots 3, 4, S2NW
Sec 4: Lots 1, 2, 3, 4, S2N2
Sec 5: Lot 1, SENE
Sec 9: 6.159 ac in SESE
Sec 12: E2NE

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
Sec 32: SESE
Sec 33: S2
Sec 34: SW, and .931 ac in SENE
Sec 35: NWNE, E2SE, N2NW, and that pt of S2NW & SWNE lying North of the centerline of the Big Piney-West Rd, a secondary rd of the WY Hwy Dept No. S-98
Sec 36: SW, SWSE, and NWSE less 2.466 ac

and containing 3,116.954 acres, more or less; said lease being recorded in the office of the Recorder of Deeds in and for said County, in Oil and Gas Book 98, Page 427.

Executed this 12th day of December, 1994.

CONTEX ENERGY COMPANY

by _____
Gary Butler, President

250130

RECORDED Dec. 16, 1994 3:00 PM
IN BOOK 100 Mis 6 PAGE 147
FEES 6.00 Mary _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 12th day of December, 1994.

My Commission Expires: Aug 9, 1997

RONALD ROWLAND NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Ronald Rowland
Address: 7403 E. Bates Dr.
Denver, CO 80231

[redacted] [redacted] [redacted]

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 **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("**Assignor**"), to **III Exploration Company**, 555 S. Cole Road, **Boise**, ID 83707 ("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 **an undivided seventy-five percent (75%)** of all of Assignor's right, title and interest in and to the following (all of which are herein collectively called the "Interests"):

1. The oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), subject to the depth restriction set forth in Exhibit "A", together with all the property and rights appurtenant or incident thereto, including without limitation, 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 all 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. The Jensen #1 and #2 wells located on the Lands, and more particularly described in Exhibit "A", 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, 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 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:

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease.

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RECORDED Dec. 16 1994 3:20 PM
IN BOOK 100 Misc PAGE 148
FEES 12.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease as they relate to the Interests acquired hereunder.

B. The interests assigned hereunder are subject to the lessor's royalty of 12.50%, proportionately reduced to the working interest assigned hereunder, and a full 75% of 3.75% of 8/8ths overriding royalty.

C. 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 ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, AND OR (iii) OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ALL OF SUCH INTERESTS IN PERSONAL PROPERTY AND FIXTURES BEING ASSIGNED HEREIN ON A "WHERE IS, AS IS" BASIS.

D. 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.

E. 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.

F. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., Leonard Hay and Donald R. Hembre.

G. 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:

Sheffield Exploration Company, Inc.

Attest:

SEAL

Asst. Secretary

J. Samuel Butler
President

ASSIGNEE:

ASSIGNEE:

III Exploration Company

Attest:

SEAL

By: James E. Simmerman
Title: Asst. Secretary/Asst. Treasurer

By: Jeffrey K. Lebens
Title: Treasurer

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 7th day of December, 1994, by Jeffrey K. Lebens as Treasurer of III Exploration Company.
Witness my hand and official seal.

D Bert Little
Notary Public

My commission expires: Nov 11, 2000

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of December, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Susan M Meinerz
Notary Public

My commission expires: My Commission Expires 01/29/1998

EXHIBIT "A"

OIL AND GAS LEASE AND LANDS

That certain Oil and Gas Lease dated July 1, 1975, from Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, to Leonard Hay, as Lessee, recorded February 20, 1980 at Book 58 Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 58 Oil and Gas, Page 634; and a Ratification thereof dated February 20, 1980 recorded at Book 59 Oil and Gas, Page 687 (all said recordings being with the County Clerk of Sublette County, Wyoming), said lease covering the following described lands in Sublette County, Wyoming:

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

Section 10:	NE/4SE/4, S/2SE/4
Section 11:	Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14:	Lots 1, 2, NE/4NW/4
Section 15:	Lots 1, 2

Together with all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, all in T31N, R109W, 6th P.M.

LIMITED HOWEVER, to those depths and interests in the above-described lease and lands from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen #1 well.

WELLS

Jensen #1 Well, located in the SW/4NW/4 of Section 11, T31N, R109W, 6th P.M.

Jensen #2 Well, located in Lot 7 (SE/4SE/4) of Section 11, T31N, R109W, 6th P.M.

ASSIGNMENT OF OIL AND GAS LEASE

This Assignment of Oil and Gas Lease ("Assignment") is made this 21st day of November, 1994 from **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("**Assignor**"), to **III Exploration Company**, 555 S. Cole Road, Boise, ID 83707 ("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 an undivided seventy-five percent (75.0%) of all right, title and interest in and to that certain Oil and Gas Lease dated September 16, 1994, from Elva Louise Vible, a widow, as Lessor, to Leonard Hay, as Lessee, said lease being recorded in Book 99 Oil & Gas, Page 83 of the records of the Clerk of Sublette County , Wyoming ("Lease"), and covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 108 West, 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

Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4

Township 31 North, Range 109 West, 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)
("Lands")

together with all the property and rights appurtenant or incident thereto, including without limitation, all surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the Lease and the Lands, and any and all other appurtenances thereunto belonging.

To have and to hold the interests assigned hereunder to Assignee, its successors and assigns, forever.

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. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease.

B. The interests assigned hereunder shall bear their proportionate share of the lessor's royalty of fourteen percent (14%) and overriding royalties of four percent (4%).

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

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RECORDED Dec 14 1994 3:20 PM
IN BOOK 100046 PAGE 152
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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 as of the day and year first above written.

ASSIGNOR:

Sheffield Exploration Company, Inc.

Attest:

Title: Asst. Secretary

J. Samuel Butler
President

ASSIGNEE:

III Exploration Company

Attest:

James E. Simmerman
Title: Asst. Secretary/
Asst. Treasurer

By: Jeffrey K. Lebens
Title: Treasurer

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of NOV, 1994, by J. Samuel Butler as President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Susan M Meinerz
Notary Public

My commission expires: My Commission Expires 01/29/1998

STATE OF IDAHO)
ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 7th day of December, 1994, by Jeffrey K. Lebens as Treasurer of III Exploration Company.
Witness my hand and official seal.

D. Kent Little
Notary Public

My commission expires: Nov 11 2000

250[redacted]

RECORDED Dec 16 1994 320 P M
BOOK 108 Q 46 PAGE 154
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

COUNTY CLERKS (affected
Wyoming Counties)
SECRETARY OF STATE - WYOMING-FS
- TEXAS-FS

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

JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP, ("JEDI") a Delaware limited partnership, with offices at 1400 Smith Street, Houston, Texas 77002, is the legal and equitable owner and holder of that one certain promissory note in the original principal sum of $83,000,000.00 dated June 6, 1994, executed by BANNON ENERGY INCORPORATED, a Texas corporation ("Bannon"), with offices at 3934 FM 1960 West, Suite 240, Houston, Texas 77068-3539, and payable to the order of JEDI (the "Note"), as more fully described in the MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") executed by Bannon, as Mortgagor, to JERE C. OVERDYKE, with offices at 1400 Smith Street, Houston, Texas 77002, as Trustee, for the benefit of JEDI, dated June 6, 1994, and recorded as indicated on Exhibit "A" attached hereto and incorporated herein for all purposes. The Note is secured by said Mortgage lien against the property described therein.

For and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien, the receipt of which is hereby acknowledged, the undersigned has released, cancelled and discharged, and by these presents hereby releases, cancels and discharges, the property described in the Mortgage from all liens held by the undersigned created pursuant to the Mortgage; provided, however, that all rights, titles and interests owned and held by JEDI by virtue of that certain Conveyance of Overriding Royalty and First Amendment and Supplement to Conveyance of Overriding Royalty by and between the undersigned and Bannon, recorded as indicated on Exhibit "B" attached hereto, do not constitute liens released hereby, and said rights, titles and interests described therein are not diminished or impaired nor are such rights, titles and interests reconveyed or released to Bannon by this document and are specifically retained by JEDI.

DATED this ____ day of December, 1994.

JERE C. OVERDYKE, Trustee

135626/136669

JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP, a Delaware limited partnership

By: ENRON CAPITAL CORP., a Delaware corporation, its general partner

By: Julia Heintz
Name: JULIA HEINTZ
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing RELEASE was acknowledged before me by JERE C. OVERDYKE this 5 day of December 1994, in the capacity therein stated.

WITNESS MY HAND AND OFFICIAL SEAL.

DEBORAH KORKMAS NOTARY PUBLIC STATE OF TEXAS EXPIRES 5-21-97

Deborah Korkmas
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing RELEASE was acknowledged before me by Julia A. Heintz, Vice President of Enron Capital Corp., a Delaware corporation, General Partner of JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP, a Delaware limited partnership, this 6 day of December 1994, in the capacity therein stated.

WITNESS MY HAND AND OFFICIAL SEAL.

DEBORAH KORKMAS NOTARY PUBLIC STATE OF TEXAS EXPIRES 5-21-97

Deborah Korkmas
Notary Public, State of Texas

AFTER RECORDING
PLEASE RETURN TO:

Lori B. McCool
Hutcheson & Grundy, L.L.P.
1200 Smith Street, Suite 3300
Houston, Texas 77002

135626/136669

EXHIBIT "A"

RECORDING DATA SCHEDULE
BANNON ENERGY INCORPORATED
TO
JOINT ENERGY DEVELOPMENT INVESTMENTS
LIMITED PARTNERSHIP

June 6, 1994

1. Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement executed by Bannon and recorded as follows in the State of Wyoming and in the following locations:

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	06/21/94	785306	Bk. 352, Pg. 650	Public
Sublette, WY	06/20/94	246949	Bk. 97, Pg. 93	O&G
Sweetwater, WY	06/20/94	1166151	Bk. 851, Pg. 1599	Public
Uinta, WY	07/11/94	R65869	Bk. 634, Pg. 170	Public

Bureau of Land Management

2. Financing Statement executed by Bannon with respect to item 1 above and filed in the following locations:

Location	Date Filed	File No.
Texas Secretary of State	06/16/94	117231
Wyoming Secretary of State	06/16/94	9416711 2A02

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	06/21/94	785307	Bk. 352, Pg. 719	Public
Sublette, WY	06/20/94	246950	Bk. 97, Pg. 162	O&G
Sweetwater, WY	06/20/94	1166152	Bk. 851, Pg. 1668	Public
Uinta, WY	07/11/94	R65870	Bk. 634, Pg. 239	Public

3. Financing Statement executed by Bannon with respect to the Security Agreement (Contract Rights and Other General Intangibles) filed in the following locations:

Location	Date Filed	File No.
Texas Secretary of State	06/16/94	117230
Wyoming Secretary of State	06/16/94	9416711 1E06

October Amendments

1. Supplement and Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement executed by Bannon as of October 6, 1994 and filed in the following locations:

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	10/24/94	791832	Bk. 359, Pg. 396	Public
Sweetwater, WY	10/26/94	1175747	Bk. 857, Pg. 133	Public

2. UCC-3 Financing Statement (Amendment) executed by Bannon with respect to item 1 above and filed in the following locations:

Location	Date Filed	File No.
Texas Secretary of State	10/21/94	---
Wyoming Secretary of State	10/25/94	9429811 1B05

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	10/24/94	791833	Bk. 359, Pg. 411	Public
Sweetwater, WY	10/26/94	1175748	Bk. 857, Pg. 148	Public

3. UCC-3 Financing Statement (Amendment) executed by Bannon with respect to the First Amendment and Supplement to Security Agreement (Contract Rights and Other General Intangibles) filed in the following locations:

Location	Date Filed	File No.
Texas Secretary of State	10/21/94	---
Wyoming Secretary of State	10/25/94	9429811 1D02

[redacted] [redacted] [redacted]

EXHIBIT "B"

Conveyance of Overriding Royalty filed in the following locations:

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	06/21/94	785309	Bk. 352, Pg. 790	Public
Sublette, WY	06/20/94	246951	Bk. 97, Pg. 233	O&G
Sweetwater, WY	06/20/94	1166153	Bk. 851, Pg. 1739	Public
Uinta, WY	07/11/94	R65871	Bk. 634, Pg. 310	Public

Bureau of Land Management

First Amendment and Supplement to Conveyance of Overriding Royalty filed in the following locations:

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	10/27/94	792119	Bk. 359, Pg. 586	Public
Sweetwater, WY	10/31/94	1176036	Bk. 857, Pg. 527	Public

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(October 1992) UNITED STATES

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW133768 Y044

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 LLC
Street Box 596
City, State, Zip Code Denver CO 80201

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

RECORDED Dec 19 1994 4:15 PM
IN BOOK 100 MISC PAGE 159
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

250173

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. 109OW 06th Meridian WY State Sublette County
sec. 013 S2NW S2;
014 ALL;

Total acres in lease 1040 000
Rental retained $ 1560 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 Mary J. Rugwell
(Signing Officer)

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

EFFECTIVE DATE OF LEASE OCT 01 1994

(Continued on reverse)

FOR LESSEE

Pages 159 - 162
have been
used Twice.

[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 each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this _____ 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.

WYW133768

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]

LEASE NOTICE NO. 1 WYW133768

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

WYW133768

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)

[redacted] [redacted] [redacted]

WYW133768

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) Sec 14: N2,N2SW,NWSE;

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.)

ASSIGNMENT AND BILL OF SALE

LOT 176

STATE OF WYOMING §
COUNTY OF SUBLETTE §

ANADARKO PETROLEUM CORPORATION, P. O. Box 1330, Houston, Texas 77251-1330, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby assign and convey unto Marathon Oil Company, P.O. Box 2690 Cody, WY 82414-2709 hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to properties described in Exhibit "A", attached hereto and made a part hereof, including, but not limited to all of Assignor's right, title and interest in, to and under the following (The "Assets"):

(a) The oil, gas and other mineral leasehold interests described in Exhibit "A" attached hereto and made a part hereof, insofar as such cover and affect the lands (and depths) described in Exhibit "A", together with Assignor's interest in any pooled, communitized, or unitized acreage derived by virtue of Assignor's ownership of those interests described in Exhibit "A";

(b) The well, equipment and facilities located on the lands described in Exhibit "A" or used directly and exclusively in the operation of the interests described in Exhibit "A";

(c) Oil, condensate, natural gas, and natural gas liquids produced on and after the Effective Date, inventory, including inventory below the pipeline connection in tanks, attributable to the interests described in Exhibit "A";

(d) All contracts and agreements concerning the interests described in Exhibit "A", including, but not limited to, farmout agreements, farmin agreements, saltwater disposal agreements, water injection agreements, line well injection agreements, road use agreements, drilling contracts, operating agreements, well service contracts, production sales contracts (excluding any spot sales contracts and any other sales contracts terminable upon thirty (30) days or less notice and excluding any agreements, storage or warehouse agreements, supplier contracts, service contracts, insurance contracts, construction agreements, division orders and transfer orders, only insofar as such relate to the interests described in Exhibit "A";

(e) All surface use agreements, easements, rights of way, licenses, authorizations, permits, and similar rights and interests applicable to, or used or useful in connection with, any or all of the interests described in Exhibit "A".

The Assets shall be conveyed WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

Any and all geophysical, seismic and other technical data and interpretations thereof and any confidential or proprietary data shall be excluded from this conveyance.

All equipment, wells and personal property are sold AS IS AND WHERE IS, AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, AND ASSIGNOR HEREBY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED RELATING TO THE CONDITION OF THE ASSETS, ANY INFRINGEMENT BY ASSIGNOR OF ANY THIRD PARTY'S PROPRIETARY RIGHTS, AND ANY INFORMATION FURNISHED TO ASSIGNEE REGARDING RESERVES ATTRIBUTABLE TO THE ASSETS.

250232

RECORDED Dec 23 1994 335PM
IN BOOK 100 Opt 6 PAGE 159
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

From and after Effective Date, Assignee agrees to comply with any and all laws, ordinances, rules and regulations with respect to the Assets, including the abandonment of wells and/or abandonment of the personal property covered herein including, where applicable, ordinances, laws, rules and regulations governing the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and the use of explosives in shooting or pulling of casing and tubing, Assignee agrees that it shall properly obtain and maintain all permits required by public authorities on the Assets contained herein. Assignee agrees to restore the surface of the land included within the Assets in accordance with the terms of the applicable lease(s) when use is completed. Assignee agrees to perform the aforesaid operations at its sole expense, to be solely responsible for damages in connection therewith and to hold Assignor and its employees free and harmless from and against any and all costs, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character, including but not limited to pollution and environmental claims arising out of, or in connection with the Assets, plugging requirements or exceptions therefor including bonding requirements, arising out of or in connection with Assignee's third party(s) operations on said Assets, from and after Effective Date. Assignee's indemnification expressly includes environmental claims which arise as a result of the application of current or future federal, state or local statutes, ordinances, rules or regulations that are enforced retroactively such that operations and conditions that were in compliance with applicable federal, state and local statutes, ordinances, rules and regulations at the time of their occurrence are interpreted on or after the Effective Date to be violations of such retroactively enforced current or future federal, state or local statutes, ordinances, rules or regulations.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

This Assignment and Bill of Sale is made subject to all of the terms and conditions of the Buyer's Terms and Conditions of Sale which Assignee has executed, and which is made a part hereof by reference.

This Assignment and Bill of Sale shall be effective as of November 1, 1994, 8:00 a.m. local time where the Assets are located ("Effective Date").

EXECUTED THIS 30th day of October, 1994.

ASSIGNOR:

ANADARKO PETROLEUM CORPORATION

<NO SEAL>

By: D. R. Shoemaker
D. R. Shoemaker, Agent and Attorney In Fact

ASSIGNEE: Marathon Oil Company
Delores James Hinkle

ATTEST:

By: Delores James Hinkle

<NO SEAL>

Title: Htd. Attorney-In-Fact

This instrument prepared by:

Mario M. Garza
P. O. Box 1330
Houston, TX 77251-1330

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by S. R. Shoemaker, as Agent and Attorney In Fact of Anadarko Petroleum Corporation, a Delaware corporation, on behalf of the corporation, this 2nd day of November, 1994.

Witness my hand and seal.

My Commission Expires:

8-4-97

Palma F. Milard
Notary Public, State of Texas
Address Houston, Texas

PALMA F. MILARD
MY COMMISSION EXPIRES
August 4, 1997

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Delores James Hinkle as Wtd. Attorney-In-Fact of Marathon Oil Co., an Ohio corporation, on behalf of the corporation, this 8th day of November, 1994.

Witness my hand and seal.

My Commission Expires:

4-9-98

Sharon Kaye Jaynes
Notary Public, State of Texas
Address Houston, Tx

SHARON KAYE JAYNES
Notary Public, State of Texas
My Commission Expires April 9, 1998

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 1994.

Witness my hand and seal.

My Commission Expires:

_____

_____
Notary Public
Address _____
_____

EXHIBIT "A"

Attached to and made a part of that certain

Assignment and Bill of Sale dated effective November 1, 1994

SUBLETTE COUNTY, WYOMING

APC LEASE NO.	RECORDED DATE	BOOK	PAGE	LESSOR	LESSEE	PROPERTY DESCRIPTION
3 28 49 035 0086 00	12/1/72 SUBJECT TO: 1		W-37295	BUREAU OF LAND MANAGEMENT	HUSKY OIL COMPANY OF DELAWARE	27N 111W 033 N/2

1. Operating Agreement by and between Husky Oil Company, Operator, and Pan Eastern Exploration Company, Non-Operator, dated February 16, 1981.

rm 3000-3a
ne 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

EV-022281

095-000
p Top Prospect

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Enron Oil & Gas Company
Street 1625 Broadway Suite 1300
City, State, ZIP Code Denver, CO 80202

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

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

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

This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
itional space on reverse, if needed. Do not submit documents or agreements other than form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T-28-N, R-113-W Sec. 27: Lots 1,4,5,7,8 Containing 132.48 Acres, more or less Sublette County, Wyoming Insofar only as the lease covers a 5% Overriding Royalty interest from the surface down to 3340' as to Lots 1,4,& 5 and from the surface down to 3400' as to Lots 7 & 8. This Assignment shall be effective for all purposes as of October 1, 1994.	10%ORRI	5%ORRI	5%ORRI		

250250

RECORDED Dec. 27, 1994 9:00AM
IN BOOK 100 Misc 16 PAGE 163
FEES 8.00 Mary A. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective _____

(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF CALIFORNIA)
(ss.
COUNTY OF KERN)

On October 25, 1994, before me, Janet L. Harding, a Notary Public, personally appeared J. M. Yeager, personally 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 his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

JANET L. HARDING
COMM. # 984798
Notary Public — California
KERN COUNTY
My Comm. Expires FEB 16, 1997

WITNESS my hand and official seal.

Janet L. Harding

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

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

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

Executed this 25th day of October, 19 94

Name of Transferor Mobil Oil Corporation
Please type or print

Transferor _____
or
Attorney-in-fact J. M. Yeager (Signature)
J. M. Yeager (Signature) JRM

P. O. Box 9989
(Transferor's Address)

Bakersfield (City) CA (State) 93309 (Zip Code)

Executed this 3rd day of November, 19 94

Enron Oil & Gas Company

Transferee _____
XX Agent &
Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

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

165

n 3000-3a
e 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

EV-025771

123-000
p Top Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Enron Oil & Gas Company
Street 1625 Broadway Suite 1300
City, State, ZIP Code Denver, CO 80202

ore 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 ate attached sheet of paper.

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

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

his transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
onal space on reverse, if needed. Do not submit documents or agreements other than rm; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T-28-N, R-113-W Sec. 26: Lot 2, SW/4NW/4, W/2SW4 Containing 150.63 Acres, more or less Sublette County Wyoming Insofar only as the lease covers a 5% overriding Royalty interest from the surface down to 3340'. This assignment shall be effective for all purposes as of October 1, 1994.	10%ORRI	5%ORRI	5%ORRI		

250251

RECORDED Dec. 27, 19 94 9:00 AM
IN BOOK 100 MISC PAGE 105
FEES 8.00 Mary A. Lahti COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

nsfer approved effective _____

(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF CALIFORNIA)
(ss.
COUNTY OF KERN)

On October 25, 1994, before me, Janet L. Harding, a Notary Public, personally appeared J. M. Yeager, personally 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 his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

JANET L. HARDING
COMM. # 984798
Notary Public — California
KERN COUNTY
My Comm. Expires FEB 16, 1997

WITNESS my hand and official seal.

Janet L. Harding
Janet L. Harding

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

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

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

Executed this 25th day of October, 19 94

Name of Transferor Mobil Oil Corporation
Please type or print

Transferor
or
Attorney-in-fact J. M. Yeager (Signature)
J. M. Yeager
P. O. Box 9989
(Transferor's Address)
Bakersfield CA 93309
(City) (State) (Zip Code)

Executed this 3rd day of November, 19 94

Enron Oil & Gas Company

Transferee
XX Agent & (Signature)
Attorney-in-fact D. Weaver (Signature)

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

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

W-130843

51153-000
Tip Top Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

. Transferee (Sublessee)* Enron Oil & Gas Company
Street 1625 Broadway, Suite 1300
City, State, ZIP Code Denver, CO 80202

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

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

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

This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
ditional space on reverse, if needed. Do not submit documents or agreements other than s form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T-28-N, R-113-W Sec 27: S/2SW/4 Containing 80.00 Acres, more or less Sublette County, Wyoming Insofar only as the lease covers a 5% overriding Royalty interest from the surface down to 3400' This assignment shall be effective for all purposes as of October 1, 1994	10%ORRI	5%ORRI	5%ORRI		

250252

RECORDED Dec 27 1994 9:00AM
IN BOOK 100 PAGE 167
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective _____

(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF CALIFORNIA)
(ss.
COUNTY OF KERN)

On October 25, 1994, before me, Janet L. Harding, a Notary Public, personally appeared J. M. Yeager, personally 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 his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

JANET L. HARDING
COMM. # 984798
Notary Public — California
KERN COUNTY
My Comm. Expires FEB 16, 1997

WITNESS my hand and official seal.

Janet L. Harding

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

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

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

Executed this 25th day of October, 19 94

Name of Transferor Mobil Oil Corporation
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact J M Yeager
J. M. Yeager (Signature)

P. O. Box 9989
(Transferor's Address)

Bakersfield CA 93309
(City) (State) (Zip Code)

Executed this 3rd day of November, 19 94

Enron Oil & Gas Company

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

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

169

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
) ss. KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

That, Amoco Production Company, a Delaware Corporation, whose address is 1670 Broadway, P.O. Box 800, Denver, Colorado 80201, hereinafter referred to as "Assignor," for and in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, sell, assign and convey unto ENRON OIL & GAS COMPANY, whose address is 1625 Broadway, Suite 1300, Denver, Colorado 80202, hereinafter referred to as "Assignee," subject to the terms and provisions herein contained, all of Assignor's right, title and interest in and to Assignor's twelve and one-half percent (12.50%) of 8/8ths overriding royalty interest in the following referenced oil and gas lease, covering lands situated in Sublette County, State of Wyoming, to wit:

Lessor:	Mary H. McGinnis, a widow
Lessee:	Vincent Carter
Date:	July 1, 1946
Recorded:	Book 2 of Oil and Gas Leases, Page 101

Insofar as said lease covers the following described lands in said County and State; to wit:

Township 28 North, Range 113 West
Resurvey Tract 48

INSOFAR AND ONLY INSOFAR as said lease covers rights from the surface to 1500' above the top of the Frontier Formation.

This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, and is subject to that certain letter agreement by and between Assignor and Assignee dated November 1, 1994.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Overriding Royalty Interest this 9th day of November, 1994, however, said assignment shall be effective as of November 1, 1994.

ASSIGNOR:

AMOCO PRODUCTION COMPANY

By: R. B. Wilson
Its Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledge before me this 9th day of November, 1994, by R. B. Wilson as Attorney in Fact of Amoco Production Company.

Sheryl A White
Notary Public

My Commission Expires: Jan 31, 1995

1131.ebp

250253

RECORDED Dec. 27, 1994 9:00 AM
IN BOOK 100 pt 6 PAGE 1169
FEES 6.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

50125-000
Tip Top

Form 3000-3a
(October 1992)

UNITED STATES
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.

WYW-133051

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)* Snyder Oil Corporation
   Street 1625 Broadway, Suite 2200
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West Section 4: NW/4, SE/4 Section 5: NW/4, SE/4 Section 6: NW/4, SE/4 Township 30 North, Range 107West Section 33: SE/4, E/2NW/4 containing 1,201.74 acres more or less; Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

250264

RECORDED Dec. 27, 1994 10:50 AM
IN BOOK 100 Q+G PAGE 170
FEES $ 8.00 Mary L. Lamb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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)

170

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 4

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Oct. 1994, before me personally appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of Oct. 1994.

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

(SEAL)

James W. Curry
Notary Public

My Commission expires January 23, 1995

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 10th day of Oct, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 8th day of NOV, 19 94

Transferee _____
(Signature)
or
Attorney-in-fact _____
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

WYW-133052

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)* Snyder Oil Corporation
Street 1625 Broadway, Suite 2200
City, State, ZIP Code Denver, Colorado 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West Section 17: NW/4 Section 28: NW/4, SE/4 Section 34: NW/4 containing 640 acres more less; Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

250265

RECORDED Dec. 27 1994 10:50 AM
IN BOOK 100/046 PAGE 172
FEES 8.00 Mary A. Lyttle 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 (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Oct. 1994, before me personally appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of Oct. 1994.

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

(SEAL)

James W. Curry
Notary Public

My Commission expires January 23, 1995

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 10th day of Oct, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor John W Martin
or (Signature)
Attorney-in-fact
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 8th day of Nov, 19 94

Transferee
or (Signature)
Attorney-in-fact Timothy R Morris
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF [redacted] MANAGEMENT

[redacted] APPROVED
O. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.

WYW-133071

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)* Snyder Oil Corporation
Street 1625 Broadway, Suite 2200
City, State, ZIP Code Denver, Colorado 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28North, Range 109 West Section 4: Lot 3, SW/4SW/4 Section 9: NE/4, SW/4 containing 407.46 acres more or less; Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

250266

RECORDED Dec 27, 1994 10:60AM
IN BOOK 208 Misc PAGE 174
FEES 8.00 Mary [illegible] 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)

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Oct. 1994, before me personally appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of Oct. 1994.

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

(SEAL)

James W. Curry
Notary Public

My Commission expires January 23, 1995

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 10th day of Oct, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor _____ (Signature)
or
Attorney-in-fact _____ (Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 8th day of Nov, 19 94

Transferee _____ (Signature)
or
Attorney-in-fact _____ (Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management. (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

WYW-133072

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: Snyder Oil Corporation
   City, State, ZIP Code: 1625 Broadway, Suite 2200, Denver, Colorado 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 2: SW/4 containing 160 acres more or less; Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

250267

RECORDED Dec. 27, 19 94 10:50 AM
IN BOOK 100 Misc 4 PAGE 176
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Section

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Oct. 1994, before me personally appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of Oct. 1994.

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

(SEAL)

James W. Curry
Notary Public

My Commission expires January 23, 1995

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 10th day of OCT, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 8th day of NOV, 19 94

Transferee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.

WYW-133073

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)* Snyder Oil Corporation
   Street 1625 Broadway, Suite 2200
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 19: NE/4NE/4, SW/4NE/4, NE/4SW/4, SW/4SW/4 Section 34: NE/4 containing 283.105 acres more or less; Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

250268

RECORDED Dec. 27, 1994 10:50 AM
IN BOOK 100 MR6 PAGE 178
FEES 5.00 Mary A. Lyon COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Oct. 1994, before me personally appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of Oct. 1994.

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

(SEAL)

James W. Curry
Notary Public

My Commission expires January 23, 1995

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 10th day of Oct, 19 94

Name of Transferor McMurry Oil Company
Please type or print

Transferor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

P O Box 220
(Transferor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 8th day of Nov, 19 94

Transferee _____
(Signature)

or

Attorney-in-fact _____
(Signature)

TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67023

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-129973

Lease Effective Date
(Anniversary Date)
8/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Snyder Oil Corporation
1625 Broadway, Suite 2200
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 107 West, 6th P.M. Section 30: Lots 1-4, E/2, E/2W/2 Section 32: All Containing 1266.56 acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	none

250269

RECORDED Dec 27, 1994 10:50AM
IN BOOK 100 Misc 6 PAGE 180
FEES 8.00 Mary A. Counts COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

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)

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of October, 1994, by Patrick Lee Callahan, Attorney-in-Fact for TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

My Commission Expires:

May 21, 1998

Notary Public for the State of
MaryAnne M. Fra
5709 South Nepa
Aurora, CO 800

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 October, 19 94
but effective as of August 15, 1994

Name of Assignor as shown on current lease Texaco Exploration and Production Inc.
Please type or print

Assignor
or
Attorney-in-fact (Signature)
Patrick Lee Callahan (Signature)
P. O. Box 2100
(Assignor's Address)
Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 19Th day of Oct, 19 94

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 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 — 573-016/20062

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

Lease Serial No.

WYW 118162

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

William A. Hudson, II - 6.6666%
616 Texas Street
Fort Worth, Texas 76102

Francis H. Hudson - 6.6667%
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 29 North, Range 109 West Section 3: S/2SW, SE Section 7: Lots 1-4, E2, E2W2 Section 11: All Section 17: All containing 2184.81 acres, Sublette Co., Wyo. Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992.	40%				
William A. Hudson, II		6.6666%			
Francis H. Hudson		6.6667%			
Delmar Hudson Lewis		6.6667%			
			20%	NONE	5%

250304

RECORDED [illegible]
IN BOOK 100[illegible]
FEES $8.00 [illegible]
SUBLETTE [illegible]
[illegible] Washington

pages 182-193 Are duplicated

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

Delmar Hudson Lewis - 6.6667%
616 Texas Street
Fort Worth, Texas 76102

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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS, 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 SEAL OF OFFICE this the 16 day of December, 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

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 December 1994

Name of Transferor Javelina Partners
Please type or print

Transferor E. Randall Hudson, III
or (Signature)
Attorney-in-fact E. Randall Hudson, III, General Partner
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 16 day of December 1994

William A. Hudson, II

Transferee Francis H. Hudson
or (Signature) single woman
Attorney-in-fact Delmar Hudson Lewis
(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.

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

Lease Serial No.

W 127204

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

William A. Hudson, II - 6.6666%
616 Texas Street
Fort Worth, Texas 76102

Francis H. Hudson - 6.6667%
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 Section 4: Lots 2, 4, SESW, SESE containing 174.91 acres, Sublette Co., Wyo.	40%				
William A. Hudson, II		6.6666%			
Francis H. Hudson		6.6667%			
Delmar Hudson Lewis		6.6667%			
			20%	NONE	NONE

250305

RECORDED Dec. 30 19 94 10:00a M
IN BOOK 100/046 PAGE 184
FEES 8.00 Mary A. Gough 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 (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

Delmar Hudson Lewis
616 Texas Street
Fort Worth, Texas 76102

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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS, 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 SEAL OF OFFICE this the 16 day of December, 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

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 16 day of December 1994

Name of Transferor Javelina Partners
Please type or print

Transferor E. Randall Hudson, III
(Signature)
or
Attorney-in-fact E. Randall Hudson, III General Partner
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 16 day of December, 1994

William A. Hudson, II

Transferee Francis H. Hudson, single woman
(Signature)
or
Attorney-in-fact Delmar Hudson Lewis
(Signature)
Delmar Hudson Lewis

BURDEN HOURS STATEMENT

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

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

Lease Serial No.

WYW 124622

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

William A. Hudson, II - 6.6666%
616 Texas Street
Fort Worth, Texas 76102

Francis H. Hudson - 6.6667%
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 29 North, Range 109 West Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Township 30 North Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette Co., Wyo. Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992.	40%				
William A. Hudson, II		6.6666%			
Francis H. Hudson		6.6667%			
Delmar Hudson Lewis		6.6667%	20%	NONE	5%

250306

RECORDED Dec. 30, 1994 10:00 AM
IN BOOK 100 PAGE 186
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 (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

Delmar Hudson Lewis - 6.6667%
616 Texas Street
Fort Worth, Texas 76102

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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS, 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 SEAL OF OFFICE this the 16 day of December, 1994.

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

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 December, 1994

Name of Transferor Javelina Partners
Please type or print

Transferor E. Randall Hudson, III, General Partner
or (Signature)
Attorney-in-fact
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 16 day of December, 1994

William A. Hudson, II

Transferee Francis H. Hudson, a single woman
or (Signature)
Attorney-in-fact Delmar Hudson Lewis
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

[redacted] [redacted] [redacted]

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

Lease Serial No.

WYW 118162

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

William A. Hudson, II
616 Texas Street
Fort Worth, Texas 76102

Francis H. Hudson
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: Overriding Royalty

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 3: S/2SW, SE Section 7: Lots 1-4, E2, E2W2 Section 11: All Section 17: All containing 2184.81 acres, Sublette Co., Wyo.	1.5%ORR				
		William A. Hudson, II	0.25%ORR		
		Francis H. Hudson	0.25%ORR		
		Delmar Hudson Lewis	0.25%ORR		
			0.75%ORR		

250307

RECORDED Dec 30, 1994 10:00AM
IN BOOK 100 Mtg PAGE 188
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saylor

Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992.

The overriding royalty assigned herein is a portion of the overriding royalty created in that Assignment dated November 18, 1994 by and between Javelina Partners, Transferor, and McMurry Oil Company, Transferee, and is borne entirely by the 60% working interest assigned in that Assignment to McMurry Oil Company

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

Delmar Hudson Lewis
616 Texas Street
Fort Worth, Texas 76102

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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS, 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 SEAL OF OFFICE this the 16 day of December, 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

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 16 day of December 19 94

Name of Transferor Javelina Partners
Please type or print

Transferor E. Randall Hudson, III General Partner
or (Signature)
Attorney-in-fact
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 16 day of December 19 94

William A. Hudson, II

Transferee Francis H. Hudson, single woman
or (Signature)
Attorney-in-fact Delmar Hudson Lewis
(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.

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

Lease Serial No.

W 127204

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

William A. Hudson, II - 6.6666%
616 Texas Street
Fort Worth, Texas 76102

Francis H. Hudson - 6.6667%
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: Overriding Royalty

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 Section 4: Lots 2, 4, SESW, SESE containing 174.91 acres, Sublette Co., Wyo. The overriding royalty assigned herein is a portion of the overriding royalty created in that Assignment dated November 18, 1994 by and between Javelina Partners, Transferor, and McMurry Oil Company, Transferee, and is borne entirely by the 60% working interest assigned in that Assignment to McMurry Oil Company William A. Hudson, II Francis H. Hudson Delmar Hudson Lewis		4.5%ORR 0.75%ORR 0.75%ORR 0.75%ORR	2.25%ORR		

250308

RECORDED Dec 30 1994 10:00AM
IN BOOK 100046 PAGE 190
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 (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

Delmar Hudson Lewis
616 Texas Street
Fort Worth, Texas 76102

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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS, 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 SEAL OF OFFICE this the 16 day of December, 1994

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

Virginia Clarke
Notary Public State of Texas

My Commission Expires:
1-31-96

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 16 day of December, 1994

Name of Transferor Javelina Partners
(Please type or print)

Transferor E. Randall Hudson, III
or (Signature)
Attorney-in-fact E. Randall Hudson, III General Partner
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 16 day of December, 1994

William A. Hudson, II

Transferee Francis H. Hudson, a single woman
or (Signature)
Attorney-in-fact Delmar Hudson Lewis
(Signature)
Delmar Hudson Lewis

BURDEN HOURS STATEMENT

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

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

Lease Serial No.

WYW 124622

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

William A. Hudson, II
616 Texas Street
Fort Worth, Texas 76102

Francis H. Hudson
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: Overriding Royalty

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2		1.5%ORR			
Township 30 North Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette Co., Wyo.					
Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992. The overriding royalty assigned herein is a portion of the overriding royalty created in that Assignment dated November 18, 1994 by and between Javelina Partners, Transferor and McMurry Oil Company, Transferee, and is borne entirely by the 60% working interest assigned in that Assignment to McMurry Oil Company.					
William A. Hudson, II		0.25%ORR			
Francis H. Hudson		0.25%ORR			
Delmar Hudson Lewis		0.25%ORR	0.75%ORR		

250309

RECORDED Dec. 30 1994 10:00AM
IN BOOK 100 Misc 6 PAGE 192
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sacken

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

Delmar Hudson Lewis
616 Texas Street
Fort Worth, Texas 76102

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 E. RANDALL HUDSON, III, GENERAL PARTNER OF JAVELINA PARTNERS, 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 SEAL OF OFFICE this the 16 day of December, 1994.

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

Virginia Clarke
Notary Public State of Texas

My Commission Expires:
1-31-96

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 December, 1994

Name of Transferor Javelina Partners
Please type or print

Transferor E. Randall Hudson, III, General Partner
or
Attorney-in-fact
(Signature)

616 Texas Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 16 day of December, 1994

William A. Hudson, II
Transferee
or Francis H. Hudson (Signature)
Attorney-in-fact Delmar Hudson Lewis
Delmar Hudson Lewis (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.

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.
W-133758

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* YATES DRILLING COMPANY 5.6666667%
Street 105 South Fourth Street
City, State, ZIP Code Artesia, New Mexico 88210

*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 108 West, 6th P.M. Section 19: SE/4; Section 20: NW/4; Section 32: N/2; Section 33: W/2; Section 34: S/2; Containing 1280.00 acres, more or less Sublette County, Wyoming	100%	87.6666666% 12.3333334%		none	none

250391

RECORDED Jan. 4, 1995 10:00 A M
IN BOOK 100 Q+G PAGE 182
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 _____

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

182A

needed.

183A

MYCO INDUSTRIES, INC. 5.6666667%
ABO PETROLEUM CORPORATION 6.0000000%
WEED OIL & GAS .8333334%
ESTATE OF MARTIN YATES, III .6666666%
ESTATE OF LILLIE M. YATES .6666666%
LOS CHICOS 1.0000000%
MARICO EXPLORATION, INC. .5000000%
105 South Fourth Street
Artesia, New Mexico 88210

ANDEX PARTNERS 33.3333333%
1001 Fannin, Suite 2000
Houston, Texas 77002-6709

APACHE CORPORATION 33.3333333%
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203-4520

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 1st day of November, 1994 by Randy G. Patterson, Attorney-In-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:

March 9, 1996

Rhonda A. Becker
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 1st day of November, 19 94

Executed this _____ day of _____, 19

Name of Assignor as shown on current lease YATES PETROLEUM CORPORATION
Please type or print

Attorney-in-fact _____
(Signature)

105 South Fourth Street
(Assignor's Address)

Artesia New Mexico 88210
(City) (State) (Zip Code)

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

AGREEMENT, ASSIGNMENT AND BILL OF SALE

TONI ROSEN 1978 TRUST, ("*Assignor*"), 132 Groveland Terrace, Minnepolis, Minnesota 55403 (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, July 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

250456

RECORDED Jan. 9, 1995 9:30AM
IN BOOK 100 M+G PAGE 184
FEES 24.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Socha

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 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 October 4, 1994.

Executed this 25th day of October, 1994, effective for all purposes as of the Effective Date.

ASSIGNOR:

TONI ROSEN 1978 TRUST

By: _____
Name: Burton G. Ross
Title: Trustee

ATTEST:

By: _____
Name: _____
Title: _____

ASSIGNEE:

PRESIDIO EXPLORATION, INC.

By: _____
Name: Robert L Smith
Title: President

ATTEST:

By: _____
Name: Bruce R. DeBree
Title: Secretary

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ACKNOWLEDGEMENT

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Burton G. Ross, as Trustee of Toni Rosen 1978 Trust on behalf of said corporation.

Witness my hand and notarial seal this 25th day of October.

My Commission Expires:

(Seal)

PATRICIA E. BOEGEMAN
NOTARY PUBLIC – MINNESOTA
DAKOTA COUNTY
My Comm. Expires Jan. 31, 2000

Patricia E. Boegeman
Notary Public in and for the
State of Minnesota

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____, as _____ of Presidio Exploration, Inc. on behalf of said corporation.

Witness my hand and notarial seal this _____ day of _____.

My Commission Expires:

_____

(Seal)

_____
Notary Public in and for the
State of _____

EXHIBIT "A"

[redacted]: *** WYOMING ***
C[redacted]Y: WY - SUBLETTE
P[redacted]ECT: EAST BIRD CANYON

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	5103695	01	USA W-79475 ENERGETICS, INC.	03/26/1982		TOWNSHIP 27 NORTH, RANGE 111 WEST SEC 20: PORTION IN THE NE/4 SEC 21: PORTION IN THE SW/4SW/4 SEC 24: PORTION IN THE SW/4 SEC 25: PORTION IN THE NW/4NW/4 SEC 26: PORTION IN THE N/2, NW/4SW/4 SEC 27: PORTION IN THE SE/4, SW/4SW/4 SEC 28: PORTION IN THE S/2SE/4, NW/4SE/4, NE/4SW/4, NW/4 SEC 34: PORTION IN THE NW/4 ACCESS THE FEDERAL #30-17 WELL IN THE SW/4-17-27N-111W
GA	6501739	02	USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 7: SE/4
WY-10993**						
GA	6501739	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
WY-10993**						
GA	6501758	01	USA W-35399 JOHN I WESTON	07/01/1972	BK 64 PG 633	T 27 N R 111 W SEC 15: NW/4
WY-11100**						
GA	6501758	02	USA W-35399 JOHN I WESTON	07/01/1972	BK 64 PG 633	T 27 N R 111 W SEC 15: NE/4
WY-11100**						
GA	[redacted]1759	01	USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 15: SW/4
WY	[redacted]02**					
GA	6501759	02	USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 14: ALL
WY-11102**						
GA	6501759	03	USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 15: SE/4
WY-11102**						

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EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: EAST BIRD CANYON

AQ	LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501760 WY-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
GA	6501760 WY-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
GA	6501760 WY-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
GA	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
GA	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
GA	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
GA	6501761	04 USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: NW/4
GA	6501762 WY-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
GA	6501763 WY-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
GA	6501763 WY-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

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EXHIBIT "A"

S[redacted]: *** WYOMING ***
C[redacted]Y: WY - SUBLETTE
PR[redacted]ECT: EAST BIRD CANYON

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501764	01	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
WY	-11109**		OLE M HANSON			SEC 8: S/2SW/4
GA	6501764	04	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
WY	[redacted]09**		OLE M HANSON			SEC 17: NW/4
GA	[redacted]1764	05	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
WY	-11109**		OLE M HANSON			SEC 17: SW/4
GA	6501796	01	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	-12319**		ADA WOOD			SEC 5: NW/4
GA	6501796	02	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	-12319**		ADA WOOD			SEC 8: NW/4
GA	6501796	03	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	-12319**		ADA WOOD			SEC 6: S/2NE/4
GA	6501796	04	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	-12319**		ADA WOOD			SEC 5: SW/4
GA	6501796	05	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	[redacted]19**		ADA WOOD			SEC 8: N/2SW/4
GA	[redacted]1796	06	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	-12319**		ADA WOOD			SEC 6: SE/4
GA	6501796	07	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY	-12319**		ADA WOOD			SEC 7: NE/4

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EXHIBIT "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: EAST BIRD CANYON

AQ	LEASE 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

4/161

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, National Energy Group, Inc., whose address is 1400 One Energy Square, 4925 Greenville Avenue, Dallas, Texas 75206 (hereinafter referred to as "Assignor"), has GRANTED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does GRANT, SELL, TRANSFER, ASSIGN and CONVEY, unto National Energy Group, Inc. Employee Royalty Pool, whose address is 1400 One Energy Square, 4925 Greenville Avenue, Dallas, Texas 75206 (hereinafter referred to as "Assignee"), an overriding royalty interest in the amount of One Percent of Eight-eighths (1.00% of 8/8ths) on oil, gas and minerals produced under the terms of the Oil, Gas and Mineral Leases and lands described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Subject Lands). THE OVERRIDING ROYALTY INTEREST herein assigned is subject to the following terms, provisions, conditions and limitations:

1. Assignor shall in no way be obligated to keep the lease(s) described on the attached Exhibit "A" in force and effect in whole or in part, it being understood that the owner of said overriding royalty is to receive its interest only out of oil, gas and other minerals if, as and when produced and saved. Assignor, its successors and assigns, may release said lease in whole or in part and as to any horizon thereof, at will, without notice and without liability to Assignee or his assigns.

2. The overriding royalty herein assigned shall be free and clear of all costs except severance and other taxes upon production.

3. Assignor hereby reserves the right, without the joinder or consent of Assignee, to pool or unitize all or any part of the acreage covered by the Subject Lands or any stratum thereof, from time to time, so as to create or establish drilling or production units for the production of oil, gas and/or other minerals in such a manner and of such size and configuration as Assignor may in its sole discretion, determine and dissolve, revise, amend and renew such units; and as to any such unit, the overriding royalty herein provided for shall be computed and paid in the proportion that the Subject Lands which are included in such unit or units bears to the total acreage included in such unit or units.

4. The overriding royalty interest herein assigned shall attach to renewals, extensions or leases taken in lieu of lease(s) described on Exhibit "A" attached hereto. It is conclusively presumed that a lease acquired before the expiration of 180 days from the termination of the prior lease does constitute, for the purposes of this instrument, a renewal, extension or lease in lieu of the terminated lease.

5. This Assignment is made without warranty, either express or implied.

6. The terms hereof shall extend to and be binding upon Assignee and Assignor, their heirs, assigns, executors, administrators and successors.

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RECORDED Jan. 9, 1995 3:10 PM
IN BOOK 100 PAGE 192
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Peterson

7. Notwithstanding the date of execution hereof, this Assignment of Overriding Royalty shall be deemed effective on July 31, 1994.

IN WITNESS WHEREOF, this instrument is executed this 28th day of December, 1994.

ATTEST:

Sandra K. Woods
Assistant Secretary

ASSIGNOR:

NATIONAL ENERGY GROUP, INC.

Miles D. Bender
President and CEO

STATE OF TEXAS)(
)(
COUNTY OF DALLAS)(

This instrument was acknowledged before me on 12/28/94 by Miles D. Bender, President and CEO of National Energy Group, Inc. corporation, on behalf of said corporation.

JOYCE FIELDER
MY COMMISSION EXPIRES
July 16, 1997

Notary Public in and for
The State of Texas

Joyce Fielder
Print Name
My Commission Expires: 7/16/97

EXHIBIT "A"

LESSOR: United States of America
LESSEE: Thomas J. Upton
DATE: December 1, 1948
SERIAL NO.: E-024956
DESCRIPTION: Township 30 North, Range 113 West, 6th P.M.
Section 35: E/2
Sublette County, Wyoming

END EXHIBIT "A"

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

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

250468

RECORDED Jan. 9, 19 95 3:05 P.M.
IN BOOK 100 Misc. PAGE 195
FEES 14.00
SUBLETTE COUNTY CLERK
By Cathy Section DEPUTY 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 5508.79 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of [illegible] 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 operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the re-working, 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 (calling for such 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. [illegible] the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such 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 otherwise be provided in said agreement. In the event that the above described lands or any part thereof, shall hereafter be operated under any such unit agreement, whether the production therefrom is allocated to different portions of the land covered by said agreement, then the royalty payable hereunder with respect to any part of said land covered by such agreement shall be computed on the proportion of the unitized production which is allocated to such part of said land, and royalty payments so made to lessor shall be in lieu of royalty otherwise herein specified. Royalty on production from any part of such unit agreement which is not land subject to this lease shall be payable only as provided in such unit agreement. Each assignment, in whole or in part, hereof shall be binding on the assignee thereof whether or not executed by the other party hereto, but no assignment of any part or interest shall be binding on any party hereto until the first day of the calendar month after the party making such assignment shall have furnished the other party hereto with a recorded or certified copy thereof. If this lease shall now or hereafter cover separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided herein with respect to any separate tract or tracts covered hereby.

[redacted] [redacted] [redacted]

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

SRS

RMM

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

x Robert M. Miller for Mildred M. Miller estate as personal Rep.

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 13th day of December, 19 94, before me personally appeared Robert M. Miller as personal representative of Mildred M. Miller estate, 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:

March 7, 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: .....

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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

Town[redacted] North, Range 112 West of the [redacted] M. [redacted]

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

[redacted] [redacted] [redacted]

RATIFICATION AND RE[redacted] DIVISION ORDER
and
CORRECTION OF DESCRIPTION

WHEREAS, under date of August 1, 1994, 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, as Lessor, did make and execute unto Contex Energy Company, as Lessee, a certain Oil and Gas Lease, covering the following described land in Sublette County, Wyoming, and described in said lease as follows, to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
Section 2: Lots 3, 4, S2NW, S2
3: Lot 1

TOWNSHIP 31 NORTH, RANGE 112 WEST, 6th P.M.
Section 21: SWSW
27: SWNW, SW
28: SENE, N2NW, SWNW
34: W2NE, SENE, E2NW, E2SE, NWSE
35: SW

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
Section 11: SESE
13: SENE, N2NW, SENW, N2SE
14: NENE

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
Section 2: Lots 3, 4, S2NW, S2
3: Lot 1

TOWNSHIP 31 NORTH, RANGE 112 WEST, 6th P.M.
Section 21: SWSW
27: SWNW, SW
28: SENE, N2NW, SWNW
34: W2NE, SENE, E2NW, E2SE, NWSE
35: SW

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
Section 11: SESE
13: SWNE, N2NW, SENW, N2SE
14: NENE

250472
RECORDED Jan 9 1995 4:02 PM
IN BOOK 100 PAGE 200
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sayler

in said County and State;

NOW THEREFORE, in consideration for the sum of One Dollar ($1.00) and other good and valuable consideration, we, the undersigned, and each of us, do hereby ratify, approve, confirm, and adopt the above described corrected oil and gas lease insofar as it covers the above corrected description of the lands intended to be covered thereby, and do hereby lease, demise, and let said land unto Contex Energy Company, subject to and under all 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; 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 corrected description of land may be divided as follows:

CREDIT TO	AMOUNT	DEPOSITORY BANK
Ruth F. Budd, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80	$ 1,158.03	Key Bank Big Piney, WY 83113
Ruth F. Budd, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80 as holder of any executory rights heretofore created	$ 0.00	
Heirs and/or devisees of Addison Moffat	$ 160.00	
Heirs and/or devisees of George T. Wilson	$ 238.74	
Nancy Espenscheid	$ 0.00	
Betty Louise Fear	$ 0.00	
Mary Budd Flitner	$ 0.00	
Richard Frank Tanner	$ 0.00	
William Robert Tanner	$ 0.00	
John L. D. Tanner	$ 0.00	

and that payment or tender, of the amount above set forth opposite his/her name, directly or to his/her credit in the depository bank at the times and in the manner specified in said lease will, as to his/her said interest in the said land, extend the 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/her 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 of 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 hand this 1st day of ~~October~~ December, 1994.

Richard Frank Tanner

William Robert Tanner

John L. D. Tanner

ALICE L. GRIGGS
Notary Public
County of
State of
Commission Expires

STATE of Wyoming
COUNTY of Sublette } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1 day of December, 1994, personally appeared Richard Frank Tanner, William Robert Tanner, John L. D. Tanner 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 and in the capacity therein stated therein.

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

My Commission Expires: 12/26/94

Notary Public

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250473

RECORDED Dec. 9, 1995 4:00 P M
IN BOOK 100 PAGE 202
FEES 12.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy
Saylor

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between Alsade Minerals Limited Partnership (a Wyoming Limited Partnership), as successor to Alsade Limited, a Wyoming corporation of P. O. Box 520 Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, Ste 212, Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ------- Ten and more ------- 10.00 & more dollars ($) 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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)~~ Four (4) 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 10th day of December, 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 Rock Springs National Bank, at Rock Springs, WY 82902 (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 --- Six hundred fifty and no/100 --- DOLLARS ($ 650.00), 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, and the depositing of such cash, check or draft in the United States mail, 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~~

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, 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.

Alsade Minerals Limited Partnership

By: Kenneth H. Guio

Kenneth H. Guio, General Partner
Tax ID# 83-0282576

STATE OF California
COUNTY OF Monterey } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 22nd day of December, 19 94, before me personally appeared Kenneth H. Guio, General Partnet of Alsade Minerals Limited Partnership

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 22nd day of December, 19 94.

My commission exprires:

Carole Nowcombe
Comm #992627
NOTARY PUBLIC CALIFORNIA
MONTEREY COUNTY
Comm. Expires April 25, 1997

Carole Nowcombe
Notary Public for the State of California,
residing at Carmel CA

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

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Alsade Minerals Limited Partnership, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Alsade Minerals Limited Partnership

Kenneth H. Guio

Kenneth H. Guio, General Partner

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Alsade Minerals Limited Partnership, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 4:	SW/4
Section 5:	NE/4SE/4, S/2SE/4
Section 8:	NE/4NE/4
Section 22:	SE/4NW/4, NE/4SW/4, S/2S/2
Section 27:	N/2NE/4

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

Section 32: A tract of land in the SE/4 described as follows: Beginning at a point North 56° 41' East, 1211.32 feet from the south one-quarter corner of said Section 32; thence North 0° 13' 30" East, 444.93 feet; thence North 78° 31' East, 862.54 feet; thence South 1° 48' East, 572.23 feet; thence South 87° 3' West, 866.06 feet to the point of beginning, said tract containing 10.00 acres, more or less;

said lands containing a total of 650.00 acres, more or less.

Signed for Identification:

Alsade Minerals Limited Partnership

Kenneth H. Guio

Producers 88-
Rocky Mountain 1989

OIL AND GAS LEASE

250474

RECORDED Dec. 9 19 93 4:00 PM
IN BOOK 100, 046 PAGE 206
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cindy Sutton

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between
Alsade Minerals Limited Partnership (a Wyoming Limited Partnership)

of P. O. Box 520 Big Piney, WY 83113
Contex Energy Company of 1645 Court Pl, 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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)~~ Four (4) 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 10th day of December, 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 Rock Springs National Bank, at Rock Springs, WY 82902 (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 seven hundred sixty-seven and 57/100 DOLLARS ($ 1,767.57), 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~~

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, 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.

Alsade Minerals Limited Partnership

By: Kenneth H Lewis

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Alsade Minerals Limited Partnership, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Alsade Minerals Limited Partnership

Kenneth H. Guio, General Partner

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Alsade Minerals Limited Partnership, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 4: W/2SE/4

Section 5: Lots 3, 4, S/2NW/4, N/2SW/4, SE/4SW/4, NW/4SE/4, SW/4NE/4 LESS AND EXCEPT that portion of the SW/4NE/4 lying within the following described tract: Beginning at a point North 64° 42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence South 62° 36' East 6 chains, 76 links, to the place of beginning, said excepted tract containing 6.00 acres, more or less;

Section 6: Lots 1, 2, 6, NE/4SW/4, NW/4SE/4, S/2NE/4

Section 8: N/2NW/4

Section 9: NW/4, W/2NE/4, NE/4NE/4

Section 23: NE/4, LESS AND EXCEPT a tract of land in the Northwest corner of said NE/4 described as follows: Beginning at the North Quarter corner of Section 23, running thence East 20 rods; thence South 16 rods; thence West 20 rods; thence North 16 rods to the place of beginning, said excepted tract containing 2.00 acres, more or less;

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

Section 32: SW/4SW/4

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

Section 27: SW/4NW/4, SW/4, S/2SE/4

Section 34: NW/4, N/2NE/4

said lands containing a total of 1,767.57 acres, more or less.

Signed for Identification:

Alsade Minerals Limited Partnership

Kenneth H. Guio

[redacted] [redacted]

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

RECORDED Jan. 5 [redacted] 95 4:00 PM
IN BOOK 100 Misc PAGE 210
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

250475

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between Clifford R. Daniels, aka Clifford Russell Daniels, individually and as Trustee of the Clifford R. Daniels Revocable Living Trust dated 10/21/93 of P. O. Box 614 Big Piney, WY 83113 Contex Energy Company of 1645 Court Pl, Ste 212, Denver, CO 80202, hereinafter called lessor (whether one or more), and, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ------- Ten and more ------- 10.00 & more dollars ($) 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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 10th day of December, 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 of Wyoming Bank, at Big Piney, WY 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 --- Eight hundred fifteen and 51/100 --- DOLLARS ($ 815.51), 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~~

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, 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.

Clifford R. Daniels

CLIFFORD R. DANIELS, aka Clifford Russell Daniels, individually and as Trustee of the Clifford R. Daniels Revocable Living Trust dated 10/21/93
SS# 524-10-3398

STATE OF Utah
COUNTY OF Washington } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 20th day of December, 19 94, before me personally appeared Clifford R. Daniels, 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 20th day of December, 19 94.

My commission exprires:

JULIE BRINTON
218 East Tabernacle
St. George, Utah 84770
My Commission Expires
January [illegible], 1998

Julie Brinton
Notary Public for the State of
residing at

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

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Clifford R. Daniels, individually and as Trustee of the Clifford R. Daniels Revocable Living Trust dated 10/21/93, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Clifford R. Daniels

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Clifford R. Daniels, individually and as Trustee of the Clifford R. Daniels Revocable Living Trust dated 10/21/93, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 5: Lot 2, and a portion of the SW/4NE/4 lying within the following described tract: Beginning at a point North 64° 42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence South 62° 36' East 6 chains, 76 links, to the place of beginning;

Section 6: Lots 3, 4, 5, SE/4NW/4

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

Section 31: Lots 1, 2, 3, 4, SE/4, S/2NE/4, E/2W/2

Section 32: NW/4SW/4, SE/4SW/4, SW/4SE/4

Township 30 North, Range 113 West, 6th P.M.

Section 1: Lots 1, 2

said lands containing a total of 815.51 acres, more or less.

Signed for Identification:

Clifford R. Daniels

Clifford R. Daniels

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250476

RECORDED Jan. 9, 1995 4:00PM
IN BOOK 100 M6 PAGE 214
FEES 12.50
SUBLETTE COUNTY CLERK
By Cathy

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between Leola J. Sherman, a/k/a Jeneva Sherman, a widow

of 237 Welton Drive Madison, AL 35758, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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 10th day of December, 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 First Alabama Bank, at P.O. Box 680 Huntsville, AL 35804 (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 hundred twenty-six and 09/100 --- DOLLARS ($ 126.09), 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~~

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, 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.

Leola J. Sherman Jeneva Sherman

LEOLA J. SHERMAN, a/k/a Jeneva Sherman
SS# 503-28-9689

STATE OF Alabama
COUNTY OF Cullman Madison } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 19 day of December, 19 94, before me personally appeared Leola J. Sherman

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 19 day of December, 19 94.

My commission expires: Commission Expires 8-4-97

Notary Public for the State of Alabama
residing at Huntsville, Alabama

STATE OF _____
COUNTY OF _____ } ss.

INDIVIDUAL, 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 _____

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Leola J. Sherman, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Leola J. Sherman

Leola J. Sherman

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Leola J. Sherman, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 5: Lot 2, and a portion of the SW/4NE/4 lying within the following described tract: Beginning at a point North 64° 42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence South 62° 36' East 6 chains, 76 links, to the place of beginning;

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

Section 32: . SE/4SW/4, SW/4SE/4

said lands containing a total of 126.09 acres, more or less.

Signed for Identification:

Leola J. Sherman

Leola J. Sherman

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250477

RECORDED Jan. 9, 1995 4:00 PM
IN BOOK 100 216 PAGE 1 of 2
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By

THIS AGREEMENT, made and entered into this 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife

of 311 Mickelson Lane Big Piney, WY 83113
Contex Energy Company of 1645 Court Pl, Ste 212, Denver, CO 80202, hereinafter called lessor (whether one or more), and
, 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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)~~ Four (4) 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 10th day of December, 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 First National Bank of Pinedale Bank, at Pinedale, WY 82941 (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 seventy-one and 38/100 --- DOLLARS ($ 1,071.38), 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 occurring 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 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.

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, 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.

Gordon M. Mickelson
GORDON M. MICKELSON
SS# 520-42-9681

Margaret G. Mickelson
MARGARET G. MICKELSON

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 15TH day of December, 19 94, before me personally appeared Gordon M. Mickelson and Margaret G. Mickelson, his 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 15TH day of December, 19 94.

My commission expires:

TONI A. DOHNER NOTARY PUBLIC SUBLETTE COUNTY WYOMING

Notary Public for the State of WYOMING
residing at PINEDALE, WY

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

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, 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 (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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Gordon M. Mickelson

Gordon M. Mickelson

Margaret G. Mickelson

Margaret G. Mickelson

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 5: SW/4SW/4
Section 6: Lot 7, SE/4SW/4, S/2SE/4
Section 7: Lot 1, NE/4NW/4, NE/4NE/4

Township 30 North, Range 113 West, 6th P.M.

Section 1: S/2N/2, N/2S/2, SE/4SW/4, S/2SE/4
Section 2: Lot 1
Section 12: NE/4NE/4

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

Section 34: NE/4SE/4, S/2NE/4
Section 35: NW/4SW/4, SE/4SW/4, S/2SE/4

said lands containing a total of 1,071.38 acres, more or less.

Signed for Identification:

Gordon M. Mickelson

Margaret G. Mickelson

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

RECORDED Dec. 9, 1994 4:00 PM
IN BOOK 100 Misc PAGE 222
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Siebe

250478

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between
Thelma L. Budd, a widow

c/o Bill Budd P. O. Box 861 Cheyenne, WY 82009
of Contex Energy Company of 1645 Court Pl, Ste 212, Denver, CO 80202, hereinafter called lessor (whether one or more), and
, 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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 10th day of December, 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 of Wyoming Bank, at Big Piney, WY 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 --- Six hundred ninety-five and 95/100 --- DOLLARS ($ 695.95), 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~~

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, 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.

Thelma L. Budd

THELMA L. BUDD
SS# 520-30-6948

STATE OF Wyoming
COUNTY OF ~~Sublette~~ Albany } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 16th day of December, 19 94, before me personally appeared Thelma L. Budd

to me known to be the person 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 16th day of December, 19 94.

My commission expires: 4-7-96

PAMELA A. DOVEY
Notary Public
Albany County, Wyoming
My Commission Expires
4-7-96

Notary Public for the State of Wyoming
residing at 4746 E Skyline
Laramie, WY 82070

STATE OF _____
COUNTY OF _____ } ss.

INDIVIDUAL, 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 10th day of December, 1994, by and between Thelma L. Budd, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Thelma L. Budd

Thelma L. Budd

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Thelma L. Budd, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 6: Lots 3, 4, 5, SE/4NW/4

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

Section 31: Lots 1, 2, 3, 4, SE/4, S/2NE/4, E/2W/2
Section 32: NW/4SW/4

Township 30 North, Range 113 West, 6th P.M.

Section 1: Lots 1, 2

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

Section 36: A 6.523 acre tract in the SENE as more fully described in Book 8 QCD, page 489, Sublette County Clerk and Recorder's office to wit: Beginning at a point N 4° 27' W, 210 feet from the East Quarter corner of said Section 36, where found a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed *Paul N. Scherbel RLS 164 Big Piney Wyoming T31N R113W/R112W S36/S31 1/4 1970*; thence N 87° 37' W, 107.2 feet to a point; thence S 31° 44' W, 196.8 feet to a point; thence N 41° 54' 30" W, 894.4 feet to a point; thence S 84° 55' 30" E, 813.4 feet to a point; thence S 00° 17' 30" W, 430.8 feet to the point of beginning, containing 6.523 acres, more or less, each point marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not Disturb RLS 164".

said lands containing a total of 695.95 acres, more or less.

Signed for Identification:

Thelma L. Budd
Thelma L. Budd

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250479

RECORDED Dec. 9, '94 @ 4:00 PM
IN BOOK 100 O&G PAGE 226
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sadler

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between Circle Cattle Company, a partnership

of 311 Mickelson Lane Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, 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:

Township 30 North, Range 112 West, 6th P.M.
Section 6: NE/4SE/4

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEROF.

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)~~ Four (4) 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 10th day of December, 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 First National Bank of Pindale Bank, at Pinedale, WY 82941 (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 --- Forty and no/100 --- DOLLARS ($ 40.00), 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~~

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, 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.

Circle Cattle Company, a partnership

By: Circle Cattle Co.
Gordon M. Mickelson

Gordon M. Mickelson, Partner
Tax ID# 83-0183765

TONI A. BOHNET NOTARY PUBLIC SUBLETTE COUNTY WYOMING

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 15TH day of December, 19 94, before me personally appeared Gordon M. Mickelson, Partner of Circle Cattle Company, 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 15TH day of December, 19 94.

My commission exprires:
02/02/97

Notary Public for the State of WYOMING
residing at PINEDALE, WY 82941

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 _____

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Circle Cattle Company, a partnership, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Circle Cattle Company, a partnership

Gordon M. Mickelson

Gordon M. Mickelson, Partner

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ASSIGNMENT OF PREFERENTIAL RIGHT TO LEASE

THIS ASSIGNMENT AND AGREEMENT, made and entered into this 30th day of September, 1994, by and between Jay B. Downs and Rebecca Sue Downs, husband and wife, whose address is 398 Middle Piney Road, 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 WYE 02052, 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 7: All
8: All
17: E2E2, NWNE, NENW
20: NW, N2NE, SWNE, E2SW
29: E2W2, NWNW

TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.
Section 12: W2NE, SENE, NESE

It being the intent of this description to cover all lands described under WYE-02052, being Sixty-Seven Reservoir, 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

JAY B. DOWNS

REBECCA SUE DOWNS

[redacted]

ASSIGNEE

CONTEX ENERGY COMPANY

250480 by Gary Butler, President

RECORDED Jan. 9, 1995 4:00PM
IN BOOK 100 PAGE 1269
[redacted] 5.00 COUNTY [redacted]
SUBLETTE COUNTY CLERK

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SUBLETTE

On this the 21st day of ~~September~~ November, 1994, before me, a notary public in and for the above county and state, personally appeared Jay B. Downs and Rebecca Sue Downs, 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
Nov 4, 1996

Notary Public
Address: Big Piney, Wy

STATE OF COLORADO
COUNTY OF DENVER

On this the 9th day of ~~September~~ December, 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:

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Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250481

RECORDED Jan. 9, 1995 4:00 PM
IN BOOK 100 Oil & Gas PAGE 231
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Saxton

THIS AGREEMENT, made and entered into this 10th day of December, 19 94, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife

of 311 Mickelson Lane Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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)~~ Four (4) 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 10th day of December, 1995, lessee (or someone on his behalf) shall pay or tender to lessor, or to the credit of lessor in the depository bank at Pinedale, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of --- One thousand one hundred twenty --- DOLLARS ($ 1,120.00), 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 reasonably necessary to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date said first rental is payable, 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 hereby 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 casing.

~~10. Lessee is hereby granted 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 the~~

[redacted]

authority similar to th[redacted] respect to such other land, lease or leases. Likewise [redacted] ously formed to include formations not producing oi[redacted] 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 [illegible] 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.

Gordon M. Mickelson
GORDON M. MICKELSON
SS# 520-42-9681

Margaret G. Mickelson
MARGARET G. MICKELSON

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 15TH day of December, 19 94, before me personally appeared Gordon M. Mickelson and Margaret G. Mickelson, his 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 15TH day of December, 19 94

My commission expires:
02/02/97

Notary Public for the State of WYOMING
residing at PINEDALE, WYOMING

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE, Wyoming, Montana, Colorado

On this _____ day of _____, 19 _____, before me personally appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____ President (or Secretary) of _____

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

Given under my hand and seal this _____ day of _____, 19 _____.

My commission expires:

Notary Public for the State of _____
residing at _____

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ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, 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 (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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any r[illegible]l, repressuring or pressure-maintenance operations, or cycling or recycling operatic[illegible] 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreèment, then the production allocated under the agreement to the lands covered by this lease, or any other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Gordon M. Mickelson
Gordon M. Mickelson

Margaret G. Mickelson
Margaret G. Mickelson

[redacted] [redacted] [redacted]

[redacted] EXHI[redacted]" [redacted]

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 9: NE/4SE/4, SE/4NE/4
Section 10: S/2NW/4, S/2
Section 11: SW/4SW/4
Section 15: NE/4NW/4, S/2NW/4, SW/4, E/2

said lands containing a total of 1,120.00 acres, more or less.

Signed for Identification:

Gordon M. Mickelson

Margaret G. Mickelson

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Recd. bk. 131 pg. 292 11/18/05

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250482

RECORDED Jan. 9, 1995 4:00 PM
IN BOOK 100 PAGE 235
FEES 12.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cath

THIS AGREEMENT, made and entered into this 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife

of 311 Mickelson Lane Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, Ste 212, Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ------- Ten and more ------- 10.00 & more dollars ($) 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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)~~ Four (4) 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 10th day of December, 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 First National Bank of Pinedale Bank, at Pinedale, WY 82941 (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 eighty-two --- DOLLARS ($ 1,082.00), 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 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.

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 are either before or after production, as to all or any part of the~~ and as to any one or more [redacted] ~~nations hereunder, to pool or unitize the leasehold as~~ [redacted] ~~mineral estate covered by this lease with other land~~ [redacted] ~~ases in the immediate vicinity for the~~ [redacted] ~~of oil and gas, or separately for the production of either, w~~ [redacted] ~~ee's judgment it is necessary or advisable to do so, a~~ ~~of whether~~

authority similar to th[redacted] respect to such other land, lease or leases. Likewise [redacted] uely formed to include formations not producing oil [redacted] 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 on 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.

Gordon M. Mickelson
GORDON M. MICKELSON
SS# 520-42-9681

Margaret G. Mickelson
MARGARET G. MICKELSON

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

INDIVIDUAL, Wyoming, Montana, Colorado

On this 15TH day of December, 19 94, before me personally appeared Gordon M. Mickelson and Margaret G. Mickelson, his 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 15TH day of December, 19 94.

My commission exprires:
02/02/097

Notary Public for the State of [redacted]
residing at PINEDALE, WYOMING

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

CORPORATE, Wyoming, Montana, Colorado

On this [redacted] day of [redacted], 19 [redacted], before me personally appeared [redacted]

to me personally known, who, being by me duly sworn, did say that he is the [redacted] President (or Secretary) of [redacted]

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 [redacted] acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this [redacted] day of [redacted], 19 [redacted].

My commission expires:

[redacted]

Notary Public for the State of [redacted]
residing at [redacted]

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ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, 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 (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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Gordon M. Mickelson

Gordon M. Mickelson

Margaret G. Mickelson

Margaret G. Mickelson

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 14: NW/4NW/4, S/2NW/4, S/2
Section 21: NE/4NE/4
Section 22: N/2NW/4, SW/4NW/4, N/2SE/4, NE/4
Section 23: NW/4, N/2SW/4, ALSO a tract of land in the Northwest corner of the NE/4 of said Section 23, more particularly described as follows: Beginning at the North Quarter corner of said Section 23; running thence East 20 rods; thence South 16 rods; thence West 20 rods; thence North 16 rods to the place of beginning, said tract containing 2.00 acres, more or less.

said lands containing a total of 1,082.00 acres, more or less.

Signed for Identification:

Gordon M. Mickelson
Gordon M. Mickelson

Margaret G. Mickelson
Margaret G. Mickelson

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STATE OF WYOMING

Wyoming Farm Loan Board

ASSIGNMENT OF OIL AND GAS LEASE AND SUBORDINATION AGREEMENT

(With Right To Collect Rents)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE WYOMING FARM LOAN BOARD of the State of Wyoming, hereinafter called LENDER, is the owner and holder of a note and mortgage in the amount of Four hundred thousand and no/100's ($400,000.00) ********** DOLLARS, dated December 18, 1985, executed by Reservoir Ranch Company, Incorporated (a Wyoming corporation), recorded in Book 44 Mortgages, Page 660 of the records of Sublette County, Wyoming; and,

WHEREAS, most of the property and all of the oil, gas or mineral rights in connection therewith covered by said mortgage, to-wit:

Township 30 North, Range 112 West, 6th P.M.

Section 20: E½SE¼
Section 21: NW¼NE¼, S½NE¼, SE¼, W½
Section 22: NW¼SW¼
Section 28: N½N½, S½NW¼, S½
Section 29: NE¼NE¼, S½NE¼, SE¼

RECORDED Jan. 9 1995 4:00PM
IN BOOK 100 of Misc PAGE 539
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Acton

250483

containing 1,560.00 acres, more or less, has been leased by Jay B. Downs and Rebecca Sue Downs, (husband & wife) of 398 Middle Piney Road, Big Piney, Wyoming, hereinafter called OWNER, whether one or more, to Contex Energy Company, a Colorado Corporation, 1645 Court Place, Suite 212, Denver, Colorado 80202, hereinafter called LESSEE, by lease dated March 25, 1994, and OWNER and LESSEE desire LENDER to subordinate its said mortgage to said lease and LENDER, as a condition to effecting such subordination, requires that OWNER, (a) Assign to LENDER said lease together with all rents (as hereinafter defined) payable under said lease, (b) Covenant and agree with LENDER as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and in further consideration of Ten Dollars, receipt of which is hereby acknowledged, the LENDER and OWNER hereby agree to the terms and conditions on the reverse of this lease assignment and subordination agreement.

IN WITNESS WHEREOF, LENDER has executed this instrument by its officers thereunto duly authorized and has affixed its official seal and OWNER has signed this instrument, all on or as of the 21st day of November, 1994.

ATTEST:

Farm Loan Commissioner

WYOMING FARM LOAN BOARD

By: _____
President

OWNER: _____

_____

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

This instrument was filed for record at _____ o'clock ___M., on the _____ day of _____ A. D., 19____, and duly recorded in Book _____ on page _____.

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees, $ _____

_____
County Clerk or Register of Deeds

By _____ Deputy

1. OWNER assigns to LENDER said lease and all rents, which may be due or which from time to time may become due, under the terms thereof, with the right at LENDER'S option, at any time and from time to time, upon default, to demand and receive the same, and after payment of all LENDER'S reasonable expenses, including reasonable attorney's fees, incurred in acting pursuant to this agreement, to apply the balance of said rents, at LENDER'S option, either to the principal of said note and mortgage or to the payment of any payments actually received, provided, however, that no application by LENDER of any rents shall be considered performance in part or in full of any of OWNER'S obligation under said note and mortgage or any other instrument securing said note (including the obligation to pay installments of principal and interest as they fall due). This assignment is absolute and unconditional and takes effect only upon default under or with respect to said note and mortgage or any other instrument securing said note.

2. The OWNER hereby warrants to LENDER that (a) he has not executed any prior assignment of said lease or of the rents to accrue thereunder, and that he has not performed any acts or executed any other instrument which might prevent LENDER from operating under any of the terms and provisions of this assignment, or which would limit LENDER in such operation; (b) said lease is now in full force and effect according to its original terms and that there is no default now existing thereunder; and (c) he will not, without the written consent of LENDER first had and obtained, (1) reduce the rents or accept payment of any rents in advance of the due date thereof; (2) modify said lease in any way or grant any concession in connection therewith.

3. LENDER agrees with, and for the benefit of said LESSEE that the lien of said mortgage is hereby made and hereafter shall be subordinate to the rights of said LESSEE, as set out and defined in said lease, for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other minerals and to save, care for, treat, transport and own said products for and during the term of said lease, it being expressly understood and agreed that such subordination shall in no manner affect the rights, lien or interest of the LENDER otherwise, and LENDER authorizes and directs LESSEE to pay to OWNER all rents accruing under said lease until demand in writing therefor is made of LESSEE by LENDER, provided, however, that the failure of LESSEE to pay to LENDER, upon demand as provided herein, all rents then accrued and unpaid and all rents thereafter accruing ipso facto shall forfeit and terminate this subordination and render it null and void and shall fully release LENDER from the effects of such subordination to the same extent as though no subordination had been executed by LENDER.

4. Unless sooner terminated under paragraph 3 hereof, this assignment shall remain in full force during the term of said note and mortgage and any renewal or extension thereof shall terminate and become null and void upon the release of said mortgage.

5. The term "rents" shall include rents, royalties, issues, profits, bonuses, damages and revenue of every kind, nature and description that OWNER as lessor is entitled to receive from LESSEE under said lease, including, but not limited to, any consideration or monies received by OWNER for the cancellation or surrender of any lease. The term "mortgage" shall be construed to include deed of trust.

6. This assignment and subordination and agreements herein contained shall inure to and bind the respective heirs, legatees, devisees, personal representatives, successors and assigns of OWNER, LENDER, and LESSEE.

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me BY Rebecca Sue Downs, Jay L Downs, this 21st day of November, 1994.

Witness my hand and official seal.

My Commission Expires Nov. 4, 1996

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

Lela L Sanders
Title of Officer

STATE OF WYOMING)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me BY Mike Sullivan, President of the Wyoming Farm Loan Board, this 21st day of November, 1994.

Witness my hand and official seal.

My Commission Expires:

TINA L VIGIL - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 12, 1996

Tina L. Vigil
Title of Officer

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Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned John L.D. Tanner, Trustee of the Helen Tanner Revocable Trust dated March 18, 1988 of P.O. Box 729, Big Piney, Wyoming 83113, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 30th day of June 19 94, between John L.D. Tanner and Shirley Tanner, husband and wife, individually and as heirs to Helen D. Tanner and John C. Budd, both deceased persons, as lessors, and Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

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

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

containing 600.00 acres, more or less;

250484

RECORDED Apr 9 1995 4:00PM
IN BOOK 100 Orig PAGE 241
FEES 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Jackson

and do es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to John L.D. Tanner and Shirley Tanner, individually, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3 day of OCTOBER, 1994.

ALICE L. GROOS
Notary Public
County of Sublette
State of Wyoming
My Commission Expires: Dec. 5th, 1998

John L.D. Tanner
John L.D. Tanner, Trustee of the
Helen Tanner Revocable Trust dated 3/18/88

STATE OF [redacted} ss.
COUNTY OF ...}

Oklahoma, [redacted] New Mexico, Wyoming, Montana, Color [redacted]
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 1994, personally appeared John L. Dutton

and

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 12/26/94

Notary Public.

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

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

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

and

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

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

Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

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

.....

.....

.....

RATIFICATION OF LEASE OPTION AGREEMENT & OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Heretofore under date of the 21st day of February, 1994, a certain Lease Option Agreement was made, executed and delivered by John L.D. Tanner & Shirley Tanner, (h&w), individually & as heirs to Helen D. Tanner & John C. Budd, both deceased persons, as Optionor, to Contex Energy Company, as Optionee, covering the following described lands in SUBLETTE COUNTY, WYOMING, to-wit:

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

Section 26: E½NW¼, NW¼NW¼, W½NE¼, SE¼NE¼, N½SE¼, NE¼SW¼

containing 360.00 acres, more or less;

said Lease Option Agreement being evidenced by a Notice of Option to Purchase Oil and Gas Lease recorded in OG Book _____, Page _____, in the records of Sublette County, Wyoming, reference to said option to lease and to the record thereof being hereby made for all purposes; and

WHEREAS, under the terms of the aforementioned Lease Option Agreement, Optionee has the exclusive right and option to enter into an Oil and Gas Lease with Optionor covering the described lands within twelve months of the date of the Lease Option Agreement (said Oil and Gas Lease being attached as an Exhibit to the Lease Option Agreement); and

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 Lease Option Agreement and the Oil and Gas Lease, if so exercised under the terms of the Lease Option Agreement, in all of their terms and provisions and do hereby lease, demise and let said land and premises unto the said optionor hereinabove named, its assigns and successors in interest, as fully and completely as if we had originally been named as optionor and/or lessor in said Lease Option Agreement and Oil and Gas 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 Lease Option Agreement and 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.

We hereby agree and declare that said Lease Option Agreement and subsequent Oil and Gas Lease, if so exercised, in all of their terms and provisions are binding on us and each of us and are valid and subsisting and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 3 day of OCTOBER, 1994.

John L.D. Tanner, Trustee
of the Helen Tanner Revocable Trust
dated March 18, 1988

STATE OF Wyoming
COUNTY OF Sublette

ACKNOWLEDGEMENT

ALICE L. GRIGGS
County of Sublette
My Commission expires
Notary Public
State of Wyoming
Dec. 26, 1994

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 1st day of December, 1994, personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he 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: 12/26/94

NOTARY PUBLIC
Address:

250485

RECORDED Jan. 9 19 95 4:00 PM
IN BOOK 120 Misc. PAGE 243
[redacted] COUNTY CLERK
SUBLETTE COUNTY CLERK By [redacted]

[redacted] [redacted] [redacted]

PRODUCERS 88--PAID UP
Rev. 5-60, No. 2--4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 25th day of July, 19 94, by and between

Michael C. Warren and Joy A. Warren, husband and wife

whose post office address is 40984 Grouse Dr., Three Rivers, Ca. 93271, hereinafter called Lessor (whether one or more) and

Fred W. Marble whose post office address is P.O. Box 796, Billings, Mt. 59103 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

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

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

250512

RECORDED Jan. 12, 1995 4:00PM
IN BOOK 100 OF G PAGE 244
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jarton

and containing 560.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~10~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

X Joy A. Warren
Joy A. Warren

X Michael C. Warren
Michael C. Warren

SS# 524-54-8762

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of TULARE

On 6-12-94 (DATE) before me, Robin E Castro, Notary Public, (NAME, TITLE OF OFFICER – E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Joy A Warren & Michael C. Warren (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 hi~~s/her~~/their authorized capacity(ies), and that by hi~~s/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
ROBIN E CASTRO
Notary Public-California
TULARE COUNTY
My Commission Expires
October 20, 1995

WITNESS my hand and official seal.

Robin E Castro
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

Oil & Gas Lease
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

7-25-94
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

RECORDING DATA

ASSIGNMENT,
BILL OF SALE AND CONVEYANCE

STATE OF WYOMING

COUNTY OF SUBLETTE

This Assignment, Bill of Sale and Conveyance by and between **UMC PETROLEUM CORPORATION**, a Delaware corporation having offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202; **GAJH 1989 LIMITED PARTNERSHIP**, a Delaware limited partnership having offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202; **TAURUS EXPLORATION U.S.A., INC.**, a Delaware corporation having offices at 2101 Sixth Avenue North, Birmingham, Alabama 35203; and **FIDELITY OIL HOLDINGS, INC.**, a Delaware corporation having offices at 3333 East Broadway, Suite 1212, Bismarck, North Dakota 58501; (hereinafter collectively referred to as "Assignor"), and **ELAND ENERGY, INC.**, a Texas corporation having offices at 3 Lincoln Centre, 5430 LBJ Freeway, Suite 900, Dallas, Texas 75240-2699 (hereinafter referred to as "Assignee").

NOW, THEREFORE, in consideration of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby BARGAIN, SELL, TRANSFER, SET OVER, GRANT, ASSIGN, CONVEY and DELIVER unto Assignee all of Assignor's right, title and interest and estate in and to the oil, gas and/or mineral leases, mineral interests, which are listed and described on Exhibit "A", which is attached hereto and made a part hereof for all purposes, (the "Properties").

This Assignment includes, to the extent Assignor may lawfully assign same, all of Assignor's right, title, interest and estate in and to the property and rights incident and, to the extent attributable to the Properties, the lands covered thereby or unitized therewith, including, without limitation:

A. All the presently existing oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the property described and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the properties described;

B. All the presently existing oil and gas, sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, seismic exploration agreements, area of mutual interest agreements, farmout and farmin agreements and all other contracts, agreements and instruments (including, without limitation, future interests, reversionary rights and deferred interests), which relate to any of the properties described and

250523

RECORDED Jan. 13, 1995 10:10 AM
IN BOOK 100 M&G PAGE 246
FEES 28.00 Mary L. Lounsbury COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sachta.

to the production of oil, gas and other minerals from or attributable to the properties described, but only insofar as such contracts, agreements and instruments relate to the properties described;

C. All personal property, improvements, lease and well equipment, easements, permits, licenses, servitudes and rights-of-way (including, by way of example and not of limitation, all wells, casing, tubing, tanks, boilers, separators, buildings, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, processing plants, gathering systems, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances and easements) situated upon or used or useful or held for future use in connection with the exploration, development or operation or maintenance of the properties described, or any unit or units or operation or maintenance of the properties described, or any unit or units in which part or parts of the properties described may be included, and including expressly such equipment described above to the extent used in connection with the wells identified on the attached Exhibit "B", provided this Assignment is subject to the terms and conditions of each easement, license, permit and servitude, including any limitation upon the right of assignment.

D. All of Assignor's right, title, interest and estate, whether real, personal or mixed, of every nature and description in and to the lands described on Exhibit "A," whether such right, title, claim or interest be under and by virtue of an oil, gas and mineral lease, an operating agreement, a unitization, pooling or communitization agreement, declaration or order, a division order, a transfer order, or any type of contract, conveyance or instrument, or under and by virtue of any type of claim or title, legal or equitable, recorded or unrecorded, and even though Assignor's interests therein be incorrectly described in or a description of such interest be omitted from Exhibit "A" hereto.

TO HAVE AND TO HOLD the above-described interests, together with all and singular the rights and privileges in any way pertaining thereto, unto Assignee and its successors and assigns forever, subject to all existing burdens on the Properties.

Assignee shall, to the extent permitted by law, be subrogated to Assignor's rights in and to warranties given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESSED, IMPLIED OR STATUTORY. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT, ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED

HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE, AND ALL SIMILAR PROVISIONS OF THE LAWS OF ANY OTHER RELEVANT STATE.

The Properties 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 Assignment shall be deemed incorporated into such conveyances.

This Assignment is subject to the terms and provisions of that Purchase and Sale Agreement dated effective November 1, 1994 between Assignor and Assignee. If there is any conflict between the Purchase and Sale Agreement and this Assignment, the Purchase and Sale Agreement shall prevail and control.

IN WITNESS WHEREOF, this instrument is signed and executed in multiple counterparts as indicated on the respective acknowledgments hereinbelow, but, notwithstanding anything else to the contrary contained herein, it is hereby stipulated and agreed that this Assignment shall be effective as of 7:00 a.m., local time, November 1, 1994 (the "Effective Time").

ASSIGNOR:

ATTEST:

UMC PETROLEUM CORPORATION

By _____
Barbara A. Hinman
Assistant Secretary

By _____
Sam D. Winegrad
Vice President of Land

GAJH 1989 LIMITED PARTNERSHIP
By UMC Petroleum Corporation,
its Managing General Partner

ATTEST:

By _____
Barbara A. Hinman
Assistant Secretary

By _____
Sam D. Winegrad
Vice President of Land

TAURUS EXPLORATION U.S.A., INC.

By _____
Sam D. Winegrad
Attorney-in-Fact

FIDELITY OIL HOLDINGS, INC.

By _____
Sam D. Winegrad
Attorney-in-Fact

ASSIGNEE:

ATTEST:

By _____
R. [illegible] Nielsen
Assistant Secretary

ELAND ENERGY, INC.

By _____
Gregg Allen
Vice President

ACKNOWLEDGMENTS

STATE of COLORADO)
) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 16th day of December, 1994 by Sam D. Winegrad as Vice President of **UMC PETROLEUM CORPORATION**, on behalf of such corporation.

Witness my hand and official seal.

_____
Karen J. Waldvogel - Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

My Commission Expires: 1/7/98

STATE of COLORADO)
) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 16th day of December, 1994 by Sam D. Winegrad as Vice President of UMC PETROLEUM CORPORATION, Managing General Partner of **GAJH 1989 LIMITED PARTNERSHIP**, on behalf of such corporation.

Witness my hand and official seal.

Karen J. Waldvogel - Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

My Commission Expires: 1/7/98

STATE of COLORADO)
) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 16th day of December, 1994 by Sam D. Winegrad as Attorney-in-Fact of **TAURUS EXPLORATION U.S.A., INC.**, on behalf of such corporation.

Witness my hand and official seal.

Karen J. Waldvogel - Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

My Commission Expires: 1/7/98

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STATE of COLORADO)
) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 16th day of December, 1994 by Sam D. Winegrad as Attorney-in-Fact of **FIDELITY OIL HOLDINGS, INC.**, on behalf of such corporation.

Witness my hand and official seal.

KAREN J. WALDVOGEL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 1/7/98

Karen J. Waldvogel - Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

STATE of TEXAS)
) ss.
COUNTY of Dallas)

The foregoing instrument was acknowledged before me this 20th day of December, 1994 by Gregg Allen as Vice President of **ELAND ENERGY, INC.**, on behalf of such corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

PAMELA S. KRAB
Notary Public, State of Texas
My Commission Expires 4-29-97

Prospect Name WY-210 - BIRD CANYON

State of WY County of SUBLETTE

Lease	Lessor	Lessee	Date	Twsp	Rge	Sect	Description	Book	Page
WY-20878**	ST WY 73 35783	TERRY SHAFFER	09/02/73	28N	112W	36	S/2	NOT	RECORDED
				28N	112W	36	N/2		

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EXHIBIT "B" - WELLS
EFFECTIVE NOVEMBER 1, 1994

Well Number	Well Name	Operator	- Managed - Working Int	- Managed - Net Revenue Int	Status
Prospect	WY-210 BIRD CANYON				
County/Parish	SUBLETTE				
State	WYOMING				
WY-210-01	STATE J 1	99001 GENERAL ATLANTIC RESOURCES INC	1.000000000	0.835000000	Prod
WY-210-02	STATE J 2	99001 GENERAL ATLANTIC RESOURCES INC	1.000000000	0.835000000	SI
WY-210-03	STATE J 3	99001 GENERAL ATLANTIC RESOURCES INC	1.000000000	0.835000000	Prod

[redacted] [redacted] [redacted]

AFFIDAVIT

I, Kathleen A. Sedgwick, Manager of Property Administration of UMC Petroleum Corporation, do hereby certify that the attached is a true and correct copy of the Certificate of Merger, which merges General Atlantic Resources, Inc. with and into UMC Petroleum Corporation, as obtained from the office of the Secretary of State for the State of Delaware.

To my knowledge there have been no circumstances or events which alter the matter contemplated by the Certificate of Merger.

Kathleen A. Sedgwick

Subscribed and sworn to before me this 23rd day of December, 1994.

Karen J. Waldvogel, Notary Public
410 - 17th Street, Suite 1400
Denver, Colorado 80202

My Commission Expires: 1/7/98

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"GENERAL ATLANTIC RESOURCES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "UMC PETROLEUM CORPORATION" UNDER THE NAME OF "UMC PETROLEUM CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF NOVEMBER, A.D. 1994, AT 11:10 O'CLOCK A.M.

Edward J. Freel, Secretary of State

2257442 8100M

944221473

944221473

AUTHENTICATION: 7306091

DATE: 11-17-94

STATE OF DELAWARE
SECRETARY [redacted]TE
DIVISION OF [redacted]TIONS
FILED 11:10 AM 11/15/1994
944219417 - 2257442

[redacted] [redacted]

CERTIFICATE OF MERGER

OF

GENERAL ATLANTIC RESOURCES, INC., A DELAWARE CORPORATION

AND

UMC PETROLEUM CORPORATION, A DELAWARE CORPORATION

UMC Petroleum Corporation, a Delaware corporation, certifies that:

1. Constituent Corporations. The constituent business corporations participating in the merger herein certified are:

(a) General Atlantic Resources, Inc., which is incorporated under the laws of the State of Delaware; and

(b) UMC Petroleum Corporation, which is incorporated under the laws of the State of Delaware.

2. Approval of Agreement and Plan of Merger. An Agreement and Plan of Merger dated as of August 9, 1994 ("Agreement and Plan of Merger"), has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware.

3. Surviving Corporation. The surviving corporation (the "Surviving Corporation") in the merger herein certified is UMC Petroleum Corporation, a Delaware corporation.

4. Certificate of Incorporation. The certificate of incorporation of UMC Petroleum Corporation, a Delaware corporation, shall be the certificate of incorporation of the Surviving Corporation, except that Article 4 thereof is hereby amended and restated in its entirety as follows:

> 1. Authorized Shares. The total authorized capital stock of the corporation shall consist of Common Stock. The aggregate number of shares of Common Stock that the corporation shall have authority to issue is three thousand (3,000) with the par value of one cent ($.01) per share.

5. Agreement and Plan of Merger on File. The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, the address

of which as of the date hereof is as follows:

1201 Louisiana Street
Suite 1400
Houston, Texas 77002

6. Copies of Agreement and Plan of Merger. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any of the aforesaid constituent corporations.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger on behalf of UMC Petroleum Corporation on this 15th day of November, 1994.

UMC PETROLEUM CORPORATION, a Delaware corporation

By: _____
Name: John B. Brock
Title: President and Chief Executive Officer

Attest:

By: _____
Name: Marya Ingram
Title: Corporate Secretary

PARTIAL RELEASE OF

NET PROFITS OVERRIDING ROYALTY INTEREST

THIS PARTIAL RELEASE OF NET PROFITS OVERRIDING ROYALTY INTEREST (this "Release") is effective as of 7:00 a.m. at the location of the Properties (defined below) on November 1, 1994 (the "Effective Date") and is from **UNUM LIFE INSURANCE COMPANY OF AMERICA**, a Maine corporation, with offices at c/o NationsBank, 901 Main Street, 17th Plaza, P.O. Box 830306, Dallas, Texas 75238-0308 ("**UNUM**"); and **GEAPPL CORP.**, a Texas Non-Profit corporation with offices at c/o NationsBank, 901 Main Street, 17th Plaza, P.O. Box 830306, Dallas, Texas 75238-0308 ("**GEAPPL**" and collectively with **UNUM**, "**NPI Owners**") to and for the benefit of **ELAND ENERGY, INC.**, 3 Lincoln Centre, 5430 LBJ Freeway, Suite 900, Dallas, Texas 75240 ("**ASSIGNEE**").

RECITALS

1. **UNUM** is the owner of a certain Net Profits Overriding Royalty Interest burdening the oil and gas and other mineral leases, lands and other interests described on Exhibit A attached hereto and made a part hereof (the "Properties"), as well as other properties, conveyed to **UNUM** by Conveyance dated December 10, 1992, effective December 1, 1992, and recorded in Book 91, Page 688 of the Sublette County, Wyoming records.

2. **GEAPPL** is the owner of a certain Net Profits Overriding Royalty Interest burdening the Properties as well as other properties, conveyed to **GEAPPL** by Conveyance dated December 10, 1992, effective December 1, 1992, and recorded in Book 91, Page 641 of the Sublette County, Wyoming records.

(The instruments described in Recitals 1 and 2 being referred to herein collectively as the "Conveyances").

RELEASE

For one hundred dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NPI Owners** hereby RELEASE AND EXTINGUISH for the benefit of **ELAND ENERGY, INC.** and its successors and assigns, all of Owners' right, title and interest in their Net Profits Overriding Royalty Interests described above insofar and only insofar as such interests cover subject hydrocarbons (as defined in such Conveyances) produced from the properties from and after the Effective Date.

250524

1

RECORDED Jan. 13, 1995 10:10 AM
IN BOOK 100 Pg G PAGE 258
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

This instrument may be executed in one document, signed by all parties, or in a number of counterparts; and when executed in counterparts, all such counterparts shall constitute one document. The failure of one or more of the parties hereto to sign this document or a counterpart thereof shall not affect the validity and binding effect of the Assignment as to the parties who execute this document or a counterpart thereof.

Executed this 23RD day of NOVEMBER, 1994 with effect as of the Effective Date.

UNUM LIFE INSURANCE COMPANY OF AMERICA

ATTEST:

By _____
Assistant Secretary

By _____
Daniel E. Gass
Second Vice President

GEAPPL CORP.
By: NationsBank of Texas, N.A.,
as Attorney-in-Fact and on behalf of the
General Electric Pension Trust

ATTEST:

By _____
Assistant Secretary

By _____
William T. Drummond
Vice President - Trust

This instrument may be executed in one document, signed by all parties, or in a number of counterparts; and when executed in counterparts, all such counterparts shall constitute one document. The failure of one or more of the parties hereto to sign this document or a counterpart thereof shall not affect the validity and binding effect of the Assignment as to the parties who execute this document or a counterpart thereof.

Executed this 20th day of Dec., 1994 with effect as of the Effective Date.

UNUM LIFE INSURANCE COMPANY OF AMERICA

ATTEST:

By_____
Assistant Secretary

By_____
Daniel E. Gass
Second Vice President

GEAPPL CORP.
By: NationsBank of Texas, N.A.,
as Attorney-in-Fact and on behalf of the
General Electric Pension Trust

ATTEST:

By_____
Assistant Secretary

By_____
William T. Drummond
Vice President - Trust

NATIONSBANK OF TEXAS, N.A. CORPORATE SEAL

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ACKNOWLEDGMENTS

STATE OF MAINE)
)
COUNTY OF CUMBERLAND)

The foregoing instrument was acknowledged before me this 23RD day of NOVEMBER, 1994, by Daniel E. Gass as Second Vice President of **UNUM LIFE INSURANCE COMPANY OF AMERICA**, a Maine corporation.

Witness my hand and official seal.

Phyllis L Haskell
Notary Public in and for
The State of Maine

My Commission Expires: [illegible]

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by William T. Drummond as Vice President-Trust of NationsBank of Texas, N.A., as Attorney in Fact for **GEAPPL Corp.**

Witness my hand and official seal.

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF MAINE)
)
COUNTY OF CUMBERLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Daniel E. Gass as Second Vice President of **UNUM LIFE INSURANCE COMPANY OF AMERICA**, a Maine corporation.

Witness my hand and official seal.

_____
Notary Public in and for
The State of Maine

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 20th day of December, 1994, by William T. Drummond as Vice President-Trust of NationsBank of Texas, N.A., as Attorney in Fact for **GEAPPL Corp.**

DELAINE COVINGTON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-18-97

Witness my hand and official seal.

Delaine Covington
Notary Public in and for
The State of Texas

My Commission Expires: _____

LM6012.GA

Exhibit A

Prospect Name WY-210 - BIRD CANYON

State of WY County of SUBLETTE

Lease	Lessor	Lessee	Date	Twsp	Rge	Sect	Description	Book	Page
WY-20878**	ST WY 73 35783	TERRY SHAFFER	09/02/73	28N	112W	36	S/2	NOT RECORDED	
				28N	112W	36	N/2		

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250540

WHEN RECORDED MAIL TO:
VINSON & ELKINS L.L.P.
2300 First City Tower
1001 Fannin Street
Houston, TX 77002-6760
Attn: Crystal L. Lightfield

RECORDED Jan. 17 1995 9:35a M
IN BOOK 100 PAGE 264
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

RECONVEYANCE AND TERMINATION

This Reconveyance and Termination is entered into by and between **JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP**, a Delaware limited partnership, whose address is 1400 Smith Street, Houston, Texas 77002 ("Grantor") and **BANNON ENERGY INCORPORATED**, a Texas corporation, whose address is 3934 FM 1960 West, Suite 240, Houston, Texas 77068 ("Grantee").

RECITALS

1. Reference for all purposes is hereby made to that certain Conveyance of Overriding Royalty dated June 6, 1994 from Grantee to Grantor, as amended and supplemented by First Amendment and Supplement to Conveyance of Overriding Royalty dated as of October 6, 1994, which conveyance, as amended, is recorded as set forth on Schedule 1 attached hereto and made a part hereof (the "Conveyance"). Capitalized terms used but not defined herein shall have the meanings given to them in the Conveyance.

2. Reference is also made to those certain lands and leases more particularly described in Exhibit A attached to the Conveyance (the "Reconveyed Interests"), which lands and leases constitute the Subject Interests under the Conveyance.

3. Grantor and Grantee desire (i) to terminate the Overriding Royalty, and (ii) that Grantor reassign to Grantee any and all interest of Grantor in and to the Reconveyed Interests. In recognition of the foregoing, Grantor and Grantee have executed and delivered this instrument to evidence such termination and reassignment of the Overriding Royalty.

NOW THEREFORE, for and in consideration of the premises and of the sum of One Thousand and No/100 Dollars ($1,000.00) and other good and valuable consideration, cash in hand paid to Grantor by Grantee, and subject to the remaining provisions hereof (i) Grantor and Grantee do hereby declare the Overriding Royalty terminated, and (ii) Grantor does hereby release and discharge the Reconveyed Interests from the burden of the Overriding Royalty and does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, SET OVER and DELIVER** to Grantee any and all interest it may have in the Reconveyed

Interests pursuant to the Conveyance. It is the intent of Grantee that the interest conveyed to Grantee hereby shall merge into the working interest of Grantee.

Grantor hereby represents and warrants to Grantee that Grantor has not in whole or in part assigned, conveyed, encumbered, mortgaged, pledged or otherwise transferred any of its interest in the Reconveyed Interests, except for such mortgages, pledges or other encumbrances which have been effectively released and terminated in favor of Grantee on or prior to the date hereof.

This instrument may be executed in multiple originals all of which shall constitute one and the same instrument.

EXECUTED in multiple originals as of the 1st day of December, 1994.

(CORPORATE SEAL)

GRANTOR:

JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP

By: Enron Capital Corp., a Delaware corporation, its general partner

By: _____
Name: D S Wernet
Title: Vice President

(CORPORATE SEAL)

GRANTEE:

BANNON ENERGY INCORPORATED

By: _____
Name: Russell A. Chabaud
Title: _____ President

EXHIBITS

Schedule 1 - Recordation of Conveyance

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by Russell A. Chabaud, _____ President of Bannon Energy Incorporated, a Texas corporation, this 29th day of December, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

Sheri Kelly Horne
Notary Public
Name: Sheri Kelly Horne
Address: 3934 F.M. 1960 W.
Suite 240
Houston, TX 77068-3539

My commission expires: 6-30-96

SHERI KELLY HORNE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 30, 1996

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by Deborah S. Wernet, Vice President of Enron Capital Corp., a Delaware corporation, general partner of Joint Energy Development Investments Limited Partnership, a Delaware limited partnership, this 29 day of December, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

DEBORAH KORKMAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
5-21-97

Deborah Korkmas
Notary Public
Name: DEBORAH KORKMAS
Address: 6450 Olympia
Houston, TX 77057

My commission expires: 5-21-97

1034:4534
f:\rm1034\bannon\termin.2
12/28/94 5:47pm

There is not a page 267

248

No. 951. Recorded at.....o'clock .....M..... TATLOCK'S

Reception No..... .....Recorder.

Assignment of Overriding Royalty Interest

KNOW ALL MEN BY THESE PRESENTS, That McMurry Oil Company .....of P.O. Box 220, Casper, WY 82602 hereinafter called Assignor, for and in consideration of the sum of Ten Dollars $ 10.00 cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto R. K. O'Connell P.O. Box 2003 of Casper, WY 82602, hereinafter called Assignee, an undivided 2% of 8/8ths of all oil and, or gas produced, saved and sold from said land covered by the oil and gas leasehold estate described below, delivered unto the pipe line with which Assignor may connect the wells, free of cost to the said Assignee.

It is the intention of this instrument to assign an interest, commonly known as an overriding royalty, equivalent to - - - - - - - - - - - - - - - - royalty acres, out of the lessee's portion of the oil and, or gas which may be produced from the leased premises described below, the fractional interest assigned entitling the Assignee to receive 2% of 8/8ths of the gross oil and, or gas which may be produced from said lands, free and clear of all costs of drilling, completing, equipping and operation of all oil and, or gas wells that may be drilled under the present leasehold estate, containing a total of 1280.13 acres more or less, owned by Assignor and all located in Twp....., Rge..... Sublette County, Wyoming (WYW-133051)

250542

Township 29 North, Range 107 West, 6th PM

Sec. 4: Lots 1 & 2, S2NE, SW;
Sec. 5: Lots 1 & 2, S2NE, SW;
Sec. 6: Lots 1, 2, 6, and S2NE, E2SW;
Sec. 10: SWNW

Township 30 North, Range 107 West, 6th PM

Sec. 33: NE, SW

RECORDED Jan. 17 1995 9:50a M
IN BOOK 100 York PAGE 248
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Assignor, for itself, its successors and assigns, does covenant with the said Assignee, his successors and assigns, that it is the lawful owner of the said leases and rights and interests thereunder, insofar as conveyed by this instrument, that Assignor has good right and authority to sell and convey the same, and that said rights, interests and properties are free and clear of all liens and encumbrances affecting said rights, and that all rentals due and payable thereunder have been duly paid.

Executed this 28th day of December 1994

.....
.....
.....
.....

.....
.....
.....
Robert Park, President

COLORADO ACKNOWLEDGMENT

STATE OF.....
County of..... } ss.

The foregoing instrument was acknowledged before me this.....day of....., 19....., by .....

WITNESS my hand and official seal

My Commission Expires.....

.....
Notary Public.

ACKNOWLEDGMENT

STATE OF.....
County of..... } ss.

On this.....day of....., 19....., before me personally appeared.....
.....to me known to be the person..... described in and who executed the foregoing instrument and acknowledged that.....executed the same as.....free act and deed.

Given under my hand and seal this.....day of....., 19.....

My Commission Expires.....

.....
Notary Public.

SCHEDULE I

1. Conveyance of Overriding Royalty filed in the following locations:

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	06/21/94	785309	Bk. 352, Pg. 790	Public
Sublette, WY	06/20/94	246951	Bk. 97, Pg. 233	O&G
Sweetwater, WY	06/20/94	1166153	Bk. 851, Pg. 1739	Public
Uinta, WY	07/11/94	R 65871	Bk. 634, Pg. 310	Public

A counterpart of the Conveyance of Overriding Royalty was filed with the Bureau of Land Management in Wyoming on September 2, 1994.

County/State	Date Filed	File No.	Recording Information	Records
Bureau of Land Management, WY	09/02/94	N/A	N/A	N/A

2. First Amendment and Supplement to Conveyance of Overriding Royalty filed in the following locations:

County/State	Date Filed	File No.	Recording Information	Records
Lincoln, WY	10/27/94	792119	Bk. 359, Pg. 586	Public
Sweetwater, WY	10/31/94	1176036	Bk. 857, Pg. 527	Public

A counterpart of the First Amendment and Supplement to Conveyance of Overriding Royalty was filed with the Bureau of Land Management in Wyoming on September 2, 1994.

County/State	Date Filed	File No.	Recording Information	Records
Bureau of Land Management, WY	12/12/94	N/A	N/A	N/A

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE W-36440

DISTRICT LAND OFFICE Cheyenne, Wyo

THIS AGREEMENT, made and entered into on the 11th day of January A.D., 198~~X~~95 by and between Charleen F. Mee, a single woman "Charleen F. Mee Revocable Trust", hereinafter called Assignor, and hereinafter called Assignee,

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to her in hand paid by Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY unto said Assignee, her heirs, personal representatives and assigns, an overriding royalty interest equal to ** percent (** %) of all of the oil, gas, natural gasoline, and other products obtained from gas produced and saved from the following described lands under certain oil and gas lease made and entered into by and between the United States of America, and Robert B. Mee , as Lessee, bearing Serial No. W-36440 on the following described lands situated in Sublette County, State of Wyoming , to wit:

**hereby assigns all rights, title and interest in:

CASTLE CREEK UNIT

F/N/A
Lease W-36440 Sublette County, Wyoming
T 32N, R114W, 6th Prin Mer. WY.
Sec 26: S½
Sec 27: W½,SE¼

Containing a total of 800.00 acres.

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand seal this 11th day of January , 1995.

Charleen F Mee

STATE OF)
)
COUNTY OF)

On this day of , A.D., 198 before me personally appeared , to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

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

My commission expires:

Notary Public

250552

RECORDED Jan. 17, 1995 11:15AM
IN BOOK 100 916 PAGE 270
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Printed by P&M [redacted] 03) 423-4691

[redacted] [redacted]

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who 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 Wyoming
COUNTY OF Natrona } ss.

ACKNOWLEDGMENT (For use by Corporat

dup licafed
Site Bond

On this 28th day of December, A.D. 19[illegible] appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of McMurry Oil Company

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

Witness my hand and seal this 28th day of December, A.D. 1994.

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

James W. Curry
Notary Public.

Address: Casper, WY

My Commission expires JAN. 23, 1995

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

27

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of SANTA BARBARA

On January 11, 1995 (DATE) before me, **Vivian A. Molina** (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared **Charleen F. Mee** (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/th~~eir~~ authorized capacity(~~ies~~), and that by ~~his~~/her/th~~eir~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

OFFICIAL SEAL
VIVIAN A. MOLINA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Exp. Aug. 18, 1995

WITNESS my hand and official seal.

Vivian A. Molina
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Overriding Royalty Affecting United States Oil & Gas Lease

TITLE OR TYPE OF DOCUMENT

One

NUMBER OF PAGES

January 11, 1995

DATE OF DOCUMENT

None

SIGNER(S) OTHER THAN NAMED ABOVE

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Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

250552

RECORDED Dec. 13, 1995 12:00 PM
IN BOOK 100 036 PAGE 272
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton 94

THIS AGREEMENT, made and entered into this 10th day of December, 19 95, by and between Pearl Spencer, a widow, a/k/a Pearl C. Spencer, a/k/a Pearl Budd Spencer

of c/o Bill Budd P. O. Box 861 Cheyenne, WY 82009, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, 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 "ADDENDUM TO OIL AND GAS LEASE" AND EXHIBIT "A", 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 10th day of December, 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 of Wyoming Bank, at Big Piney, WY 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 --- Eight hundred two and 72/100 --- DOLLARS ($ 802.72), 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~~

~~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, 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.

Pearl Spencer

PEARL SPENCER
SS# 520-36-8114

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 5 day of January, 19 95, before me personally appeared Pearl Spencer

to me known to be the person 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 5 day of January, 19 95.

My commission expires: 6-22-98

DARLECE G. TRAYLOR - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
My Commission Expires June 22, 1998

Notary Public for the State of Wyoming
residing at Big Piney

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 _____

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Pearl Spencer, 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 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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Pearl Spencer

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 10th day of December, 1994, by and between Pearl Spencer, Lessor, and Contex Energy Company, Lessee.

Township 30 North, Range 112 West, 6th P.M.

Section 6: Lots 3, 4, 5, SE/4NW/4

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

Section 31: Lots 1, 2, 3, 4, SE/4SW/4, S/2SE/4

Township 30 North, Range 113 West, 6th P.M.

Section 1: Lots 1, 2, 3, 4

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

Section 26: SE/4SE/4

Section 36: E/2, *less and except* a 6.523 acre tract in the SENE as more fully described in Book 8 QCD, page 489, Sublette County Clerk and Recorder's office to wit: Beginning at a point N 4° 27' W, 210 feet from the East Quarter corner of said Section 36, where found a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed *Paul N. Scherbel RLS 164 Big Piney Wyoming T31N R113W/R112W S36/S31 1/4 1970*; thence N 87° 37' W, 107.2 feet to a point; thence S 31° 44' W, 196.8 feet to a point; thence N 41° 54' 30" W, 894.4 feet to a point; thence S 84° 55' 30" E, 813.4 feet to a point; thence S 00° 17' 30" W, 430.8 feet to the point of beginning, containing 6.523 acres, more or less, each point marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not Disturb RLS 164".

said lands containing a total of 802.72 acres, more or less.

Signed for Identification:

Pearl Spencer

Pearl Spencer

[redacted] RATIFICATION AND [redacted]AL DIVISION ORDER [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250553

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 102 Bk 6 PAGE 276
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I Frank R. Moffat, a single man

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
Frank R. Moffat, a single man c/o Carl J. Pearce 1765 West 2350 South Syracuse, Utah 84075	Frank R. Moffat c/o Carl J. Pearce 1765 West 2350 South Syracuse, Utah 84075	$22.86

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.

I 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 1 day of NOV, 19 94.

SS# 771-14-0061

Frank R. Moffat (SEAL)
Frank R. Moffat, a single man (SEAL)
(SEAL)
(SEAL)

276

COUNTY OF Davis } ss. 277

Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1 day of Nov, 19 94, personally appeared Frank R. Moffat, a single man

and

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

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

My Commission Expires 4-1-

STEVEN R. ANDERSON
NOTARY PUBLIC • STATE of UTAH
2638 WEST 1700 SOUTH
SYRACUSE, UT 84075
COMM. EXP. 4-1-98

Steven R Anderson
Notary Public.

Address 1625 W 1700 S Syracuse UT 84075

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)

Address:

My Commission expires

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

FORM TA-21-2 [redacted] 4 [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250554

RECORDED Jan. 13, 1995 12:00 PM
IN BOOK 100 OG PAGE 278
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Scott

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I ~~We~~ Dora Moffat, a widow

~~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
Dora Moffat, a widow 910 Myrtle Prosser WA 99350	Yakima Federal Savings & Loan Association PO Box 151 Prosser, WA 99350	$22.86

and that payment or tender, of the amount above set forth opposite ~~his~~ her name, directly or to ~~his~~ her credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ her 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~~ her 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~~ I 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 17th day of October, 19 94.

Social Security # 508-16-8809

Dora Moffat (SEAL)

Dora Moffat, a widow

(SEAL)

(SEAL)

278

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

279

STATE OF Washington
COUNTY OF Benton } 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 17th day of October, 1994, personally appeared Dora Moffat, A widow

and N/A

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

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

My Commission Expires 8-14-95

Notary Public.

Address: PO Box 151 Prosser, WA. 99350

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,
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 TA-21-2 [redacted]4 [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250555

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 OG PAGE 280
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I ~~we~~ George H. Moffat, Personal Representative of the Estate of Elaine Moffat, deceased

~~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
George H. Moffat, Personal Representative of the Estate of Elaine Moffat, deceased 1725 Applewood Ridge Court Colorado Springs, Colorado 80918	Interstate Gas Credit Union P.O. Box 510 Colorado Springs, Colorado 80901	$22.86

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 14 day of October, 19 94.

SS# 520-44-7552

George H. Moffat, Personal Representative of the Estate of Elaine Moffat, deceased (SEAL)

(SEAL)

(SEAL)

(SEAL)

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

281

STATE OF Colorado
COUNTY OF El Paso } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of October, 19 94, personally appeared George H. Moffat

and

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

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

My Commission Expires June 12, 1997

Sara H. Schafer
Notary Public.

Address: PO Box 1087
Colorado Springs CO 80944

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

FORM TA 21-2 [redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250556
250556

RECORDED Jan 17, 1995 12:00PM
IN BOOK 100 OG PAGE 282
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sutton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Earl E. Ricord and Charlotte E. Ricord, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Earl E. Ricord and Charlotte E. Ricord, husband and wife, Box 1203, Hawthorne, Nevada 89415	Bank of America, Hawthorne, Nevada 89415	$7.62

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 9th day of December, 19 94.

Social Security No: 548-20-5433

Earl E. Ricord (SEAL)
Earl E. Ricord

Social Security No: 554-20-3654

Charlotte E. Ricord (SEAL)
Charlotte E. Ricord

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

STATE OF NEVADA
COUNTY OF Mineral } 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 9th day of December, 19 94, personally appeared Earl E. Ricord and Charlotte E. Ricord, husband and wife and _____, 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 2-20-97

Linda Lyle
Notary Public.

Address: Box 970 Hawthorne, NV 89415

NOTARY PUBLIC
STATE OF NEVADA
County of Mineral
Notary Public.
Linda Lyle
My Appointment Expires Feb. 20, 1997

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 TA 21 J [redacted] 4 [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, **WHEREAS**, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250557

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 OG PAGE 284
FEES 8.00
SUBLETTE COUNTY CLERK
BY Cathy Saxton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Stanley E. Ricord and Donna R. Ricord, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto _____ 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
Stanley E. Ricord and Donna R. Ricord, husband and wife, 11002 Hammerly #120, Houston, Texas 77043	First Interstate Bank 13201 NW Freeway Houston, Texas 77040	$7.62

and that payment or tender, of the amount above set forth opposite his/her/their name, directly or to his/her/their credit in the depository bank at the times and in the manner specified in said lease will, as to his/her/their 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/her/their 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 Dec, 19 94.

JOAN CLOUD
Notary Public, State of Texas
My Commission Expires
MAY 27, 1995

Social Security No: 513-18-1760

(SEAL)

Stanley E. Ricord
Stanley E. Ricord (SEAL)

Social Security No: 513-22-2630

(SEAL)

Donna R. Ricord
Donna R. Ricord (SEAL)

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

280

STATE OF TEXAS
COUNTY OF Harris } 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 th day of Dec., 19 94, personally appeared Stanley E. Ricord and Donna R. Ricord, husband and wife and _____, 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 5-27-95

JOAN CLOUD
Notary Public State of Texas
My Commission Expires
MAY 27, 1995

Notary Public.

Address: 13201 N W Fwy Hou. TX 77040

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, _____

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 TA 21-[redacted]4

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250558

RECORDED Jan 17, 1995 12:00PM
IN BOOK 100 OG PAGE 286
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sabin COUNTY CLERK

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Maurice M. Ricord and Marion L. Ricord, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Maurice M. Ricord and Marion L. Ricord, husband and wife, 537 Collyn St., Vista, California 92083	Bank Name and Address: SAN DIEGO COUNTY CREDIT UNION 1475 W. VISTA WAY VISTA, CA 92083	$7.62

and that payment or tender, of the amount above set forth opposite his/their name, directly or to his/their credit in the depository bank at the times and in the manner specified in said lease will, as to his/their 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/their 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 7th **day of** December, **19** 94.

Social Security No: 513-01-2405

Social Security No: 257-46-7698

(SEAL) Maurice M. Ricord

(SEAL) Marion L. Ricord

Maurice M. Ricord

Marion L. Ricord

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

287

STATE OF CALIFORNIA }
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 94, personally appeared _____ Maurice M. Ricord and Marion L. Ricord, husband and wife _____ and _____, 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 _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who 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, _____

[redacted]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

[redacted]

State of California

County of San Diego

On 12-7-94 (DATE) before me, Monika Haunold Dryden, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Maurice M Ricord and Marion L Ricord (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.

Monika Haunold Dryden
Comm. #1043864
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Comm. Expires Oct. 30, 1996

Monika Haunold Dryden
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

_____

DESCRIPTION OF ATTACHED DOCUMENT

Ratification and Rental Division Orde
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

12-7-94
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

FORM TA 21-2 REV 3 15 84

289

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250559

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG 6 PAGE 289
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sutton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Catherine J. Lamb, a single woman

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Catherine J. Lamb 1565 No. Athenian Wichita, Kansas 67203-1938	Credit Union of America 229 Ellis Wichita, Kansas 67211-8293	$5.72

and that payment or tender, of the amount above set forth opposite her name, directly or to her credit in the depository bank at the times and in the manner specified in said lease will, as to her 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 her 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 5 day of December, 19 94.

Social Security No: 515-20-7947

Catherine J. Lamb (SEAL)

Catherine J. Lamb, a single woman

(SEAL)

(SEAL)

Printed by P&M [redacted] (316) 423-4691

[redacted] [redacted]

STATE OF KANSAS }
COUNTY OF Sedgwick } 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 December, 19 94, personally appeared Catherine J. Lamb, a single woman

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

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

My Commission Expires 9-17-97

JULIE D. WHITE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9-17-97

Julie D. White
Notary Public.

Address: Wichita, Kansas

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

_____, 19____

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

290

FORM TA 21-2 REV 3 15-54

291

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250560

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 291
FEES 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sutton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I/~~we~~ Beatrice L. Bowman, an unmarried woman

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Beatrice L. Bowman, an unmarried woman, P.O. Box 6056, Ocean View, Hawaii 96737	Beatrice L. Bowman, an unmarried woman, P.O. Box 6056, Ocean View, Hawaii 96737	$5.72

and that payment or tender, of the amount above set forth opposite ~~his~~ her name, directly or to ~~his~~ her credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ her 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~~ her 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 21st day of November, 19 94.

_____ (SEAL)

Social Security No: 511-26-6228 Beatrice L. Bowman (SEAL)
Beatrice L. Bowman, an unmarried woman

_____ (SEAL)

_____ (SEAL)

Printed by P&M I[redacted] 423-4691 [redacted] [redacted]

STATE OF HAWAII
COUNTY OF HAWAII } 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 21 day of November, 19 94, personally appeared Beatrice L. Bowman, an unmarried woman

and

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

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

My Commission Expires 1-4-97

Helen M. Nagel
Notary Public.

Address: 77-6505 Maile St, Kailua Kona Hawaii 96740

HELEN M. NAGEL NOTARY PUBLIC STATE OF HAWAII

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

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

293

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250561
250561

RECORDED Jan. 17 19 95 10:00 AM
IN BOOK 100 O&G PAGE 293
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Smith

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I we Virginia B. Pickett, a widow

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
Virginia B. Pickett, a widow 171 Grand Avenue, Lafayette, Louisiana 70503	Bank name and address Iberia Savings Bank P. O. Box 12440 New Iberia, LA 70562-2440	$5.72

and that payment or tender, of the amount above set forth opposite her name, directly or to her credit in the depository bank at the times and in the manner specified in said lease will, as to her 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 her 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 17th day of NOVEMBER, 19 94.

_____ (SEAL)

Social Security No: 513-14-9467

Virginia B. Pickett (SEAL)
Virginia B. Pickett, a widow

_____ (SEAL)

_____ (SEAL)

[redacted] [redacted] [redacted]

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

STATE OF LOUISIANA }
COUNTY OF LAFAYETTE PARISH } 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 17th day of NOVEMBER, 19 94, personally appeared Virginia B. Pickett, a widow and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires LIFETIME

AMY B. HEBERT NOTARY PUBLIC ACADIA PARISH, LA

Amy B. Hebert
Notary Public.

Address: P.O. Box 771
RAYNE, LA 70578

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

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

295

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250562

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 295
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sayler

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Marguerite F. Douglas and Richard R. Douglas, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Marguerite F. Douglas and Richard R. Douglas, 1000 So. Idaho Road #541, Apache Junction, Arizona 85219	Seafirst Bank Lake Hills Branch Bellevue, Washington 98005	$5.72

and that payment or tender, of the amount above set forth opposite his/her/their name, directly or to his/her/their credit in the depository bank at the times and in the manner specified in said lease will, as to his/her/their 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/her/their 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 2nd day of December, 19 94.

Social Security No: 511-16-6739

Marguerite F. Douglas (SEAL)

Social Security No: 510-14-0012

Richard R. Douglas (SEAL)

[redacted] [redacted] [redacted]

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

[redacted] [redacted]

STATE OF ARIZONA }
COUNTY OF MARICOPA } 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 2nd day of December, 19 94, personally appeared Marguerite F. Douglas and Richard R. Douglas, wife and husband and _____, 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.

OFFICIAL SEAL
Diane L. Kaufmann
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 16, 1995

My Commission Expires 4-16-95

Diane L Kaufmann
Notary Public.

Address: Mesa, Az

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 _____

_____, 19____

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

296

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 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250563

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 OG PAGE 297
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Sally C. Roeder and Jack F. Roeder, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Sally C. Roeder and Jack F. Roeder 4531 Sagebrush, Flat Road NW, Ephrata, Washington 98823	Granco Credit Union P.O. Box 127 Ephrata, Washington 98823	$3.81

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 21st day of November, 1994.

Sally C. Roeder (SEAL)
Sally C. Roeder
Social Security No: 543-34-1103

Jack F. Roeder (SEAL)
Jack F. Roeder
Social Security No: 538-28-7434

(SEAL)

(SEAL)

Printed by P&M [redacted] (206) 423-4691

[redacted] [redacted]

STATE OF WASHINGTON
COUNTY OF Grant } 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 21st day of November, 19 94, personally appeared Sally C. Roeder and Jack F. Roeder, wife and husband and _____, 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 1, 1998

Shannon Behrens
Notary Public.

Address: P.O. Box 594, Ephrata, Wa.

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

_____, 19____

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

298

FORM 1A 21-2 REV 3 15 94

299

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250564

RECORDED Jan. 17, 1995 12:22PM
IN BOOK 100 OAG PAGE 299
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Helen C. Beardsley and William E. Beardsley, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Helen C. Beardsley and William E. Beardsley, wife and husband, P.O. Box 752, Wallport, Oregon 97394	Bank of Newport P.O. Box 7 Newport, Oregon 97365	$3.81

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 25 day of November, 19 94.

Helen C. Beardsley (SEAL)
Helen C. Beardsley
Social Security No: 538-12-4402

William E. Beardsley (SEAL)
William E. Beardsley
Social Security No: 135-14-7850 (SEAL)

(SEAL)

(SEAL)

[redacted] [redacted] [redacted]

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

STATE OF OREGON }
COUNTY OF Lincoln } 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 25 day of November, 19 94, personally appeared Helen C. Beardsley and William E. Beardsley, wife and husband and _____, 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.

OFFICIAL SEAL
[illegible]
NOTARY PUBLIC - OREGON
COMMISSION NO. 027919
MY COMMISSION EXPIRES SEPT. 14, 1997

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

My Commission Expires Sept 14 1997

[signature]
Notary Public.

Address: 425 N.W. Hemlock Waldport, OR

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)

Address: _____

My Commission expires _____

No. _____

FROM

TO

_____, 19____

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

300

FORM TA 21-2 REV 3 15 54

301

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344 of the Oil and Gas Records of Sublette County, Wyoming corrected Book 100 OG, Pg 14, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250565

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 OG PAGE 301
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Jackson

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Billie Lee Shoemaker and Gary L. Shoemaker, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Billie Lee Shoemaker and Gary L. Shoemaker wife and husband 1018 Tyler Wenatchee, Washington 98801	Seafirst National Bank 30 So. Wenatchee Wenatchee, Washington 98801	$3.81

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 22nd day of November, 19 94.

Billie Lee Shoemaker (SEAL)
Billie Lee Shoemaker
Social Security No: 542-36-9908

Gary L. Shoemaker (SEAL)
Gary L. Shoemaker
Social Security No: 520-30-1857 (SEAL)

(SEAL)

[redacted] [redacted] [redacted]

Printed by P& [redacted] (303) 423-4691 [redacted] [redacted]

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 WASHINGTON
COUNTY OF Chelan } 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 22nd

day of November, 19 94, personally appeared_____

Billie Lee Shoemaker and Gary L. Shoemaker, wife and husband

and_____

_____, 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 3/29/97

Notary Public.

Address: 30 S. Wenatchee Ave
Wenatchee, Wa 98801

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

303

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

303

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250566

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 O&G PAGE 303
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Rita E. Eyler and Earl E. Eyler, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Rita E. Eyler and Earl E. Eyler, 2938 Sunset Drive, Bellingham, Washington 98225	Washington Mutual Bank Bellingham, Washington 98225	$3.81

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 23 day of NOVEMBER, 19 94.

Rita E. Eyler (SEAL)
Rita E. Eyler
Social Security No: 535-26-0455

Earl E. Eyler (SEAL)
Earl E. Eyler
Social Security No: 535-26-0374 (SEAL)

(SEAL)

[redacted] [redacted] [redacted]

Printed by P&M [redacted] 423-4691

[redacted] [redacted]

STATE OF WASHINGTON }
COUNTY OF Whatcom } ss.

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

SUSAN G. PAUL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of November, 19 94, personally appeared Rita E. Eyler and Earl E. Eyler, wife and husband and _____, 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 8-20-97

Susan Paul
Notary Public.

Address: 2831 Broadway St

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

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

305

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250567

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 O&G PAGE 305
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Elton K. Moffat and Betty L. Moffat, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Elton K. Moffat and Betty L. Moffat, husband and wife, P.O. Box 675, Newport, Oregon 97365	National Security Bank Newport, Oregon 97365	$3.81

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 25 day of November, 19 94.

Elton K. Moffat (SEAL)
Elton K. Moffat
Social Security No: 533-24-6176

Betty L. Moffat (SEAL)
Betty L. Moffat
Social Security No: (SEAL)
541-38-6562 (SEAL)

[redacted] [redacted] [redacted]

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

STATE OF OREGON }
COUNTY OF Lincoln } 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 25 day of November, 19 94, personally appeared Elton K. Moffat and Betty L. Moffat, husband and wife and _____, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 6/21/94

OFFICIAL SEAL
ANGELA L FANUCCHI
NOTARY PUBLIC - OREGON
COMMISSION NO. 013224
MY COMMISSION EXPIRES JUNE 21, 1995

Angela Fanucchi
Notary Public.

Address: PO Box 1106, Newport, OR

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)

Address: _____

My Commission expires _____

No. _____

FROM

TO

_____, 19____

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.

_____ Deputy.

When recorded return to

306

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

307

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, of the Oil and Gas Records of Sublette County, Wyoming corrected Book 100 OG, Pg 14, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80[illegible]

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250568

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 O&G PAGE 307
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cindy Sater

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jackie K. Bailey, a single woman

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Jackie K. Bailey a single woman 1020 129th Pl. NW Marysville, Washington 98270	Boeing Credit Union Everett, Washington	$1.91

and that payment or tender, of the amount above set forth opposite her name, directly or to her credit in the depository bank at the times and in the manner specified in said lease will, as to her 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 her 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 23 day of DECEMBER, 19 94.

Jackie K Bailey (SEAL)

Jackie K. Bailey, a single woman
Social Security No: 531-60-0465 (SEAL)

(SEAL)

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

[redacted] [redacted]

STATE OF WASHINGTON }
COUNTY OF Snohomish } ss.

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

C. FLAMMANG
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires 4-22-98

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 19 94, personally appeared Jackie K. Bailey, a single woman

and —

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

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

My Commission Expires 4-22-98

C. Flammang
Notary Public.

Address: Everett WA

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)

Address:

My Commission expires

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

308

FORM TA-21-2 REV 3-15-94

309

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250569

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 309
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sachs

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Vickie S. Jensen and Arthur D. Jensen, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Vickie S. Jensen and Arthur D. Jensen, wife and husband, 1109 View Ridge Dr. Burlington, Washington 98233	Skagit State Bank Burlington, Washington 98233	$1.91

and that payment or tender, of the amount above set forth opposite his/their name, directly or to his/their credit in the depository bank at the times and in the manner specified in said lease will, as to his/their 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/their 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 December, 19 94.

Vickie S. Jensen (SEAL)
Vickie S. Jensen
Social Security No: 537-52-2665

Arthur D. Jensen (SEAL)
Arthur D. Jensen
Social Security No: 533-66-3483 (SEAL)

(SEAL)

Printed by P&[redacted]03) 423-4691 [redacted] [redacted]

STATE OF WASHINGTON }
COUNTY OF Whatcom } 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 30th day of December, 19 94, personally appeared Vickie S. Jensen and Arthur D. Jensen, wife and husband

and

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 06-12-98
residing in the County of Skagit
State of Washington

KIMBERLY M. PROBSTFIELD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
6-12-98

Kimberly M. Probstfield
Kimberly M Probstfield
Notary Public.
Address: 301 E. Fairhaven Ave/POB 285
Burlington WA 98233

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

_____, 19____

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

310

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

311

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250570

RECORDED Jan 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 311
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Eleanor S. Arnell, a widow

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
Eleanor S. Arnell, a widow Box 101 Paris, Idaho 83261	First Security Bank 830 Washington St. Montpelier, Idaho 83254	$3.81

and that payment or tender, of the amount above set forth opposite her name, directly or to her credit in the depository bank at the times and in the manner specified in said lease will, as to her 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 her 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 22nd day of November, 19 94.

(SEAL)

(SEAL)

Eleanor S. Arnell, a widow
Social Security No: 520-18-1710 (SEAL)
Eleanor S Arnell (SEAL)

Printed by P&M [redacted] (503) 423-4691

STATE OF IDAHO }
COUNTY OF Bear Lake } 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 22nd day of November, 19 94, personally appeared Eleanor S. Arnell, a widow

and

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

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

My Commission Expires 15 Feb 1999

Bernice W. Lawhter
Notary Public.
STATE OF IDAHO

Address: Montpelier, Id 83254

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

312

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

313

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250571

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 OG PAGE 313
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mildred J. Windley and Sheldon A. Lindley, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Mildred J. Windley and Sheldon A. Windley, wife and husband 417 Main Street, Evanston, Wyoming 82930	Key Bank 849 Front St. Evanston, Wyoming 82930	$3.81

and that payment or tender, of the amount above set forth opposite their name, directly or to their credit in the depository bank at the times and in the manner specified in said lease will, as to their 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 their 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 18 day of November, 19 94.

Mildred J. Windley (SEAL)
Mildred J. Windley
Social Security No: 520-20-6323

Sheldon A Windley (SEAL)
Sheldon A. Windley
Social Security No: 529-34-1774 (SEAL)

(SEAL)

(SEAL)

Printed by P&M [redacted] (303) 423-4691

[redacted] [redacted]

STATE OF WYOMING }
COUNTY OF Uinta } 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 18 day of November, 19 94, personally appeared Mildred J. Windley and Sheldon A. Windley, wife and husband and _____, 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.

Carol F. Clark
Notary Public
Uinta County
My Commission Expires
Oct. 3, 1998

My Commission Expires 10-3-98

Carol F Clark
Notary Public.

Address: Evanston, 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

_____, 19____

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

FORM TA 21-2 REV 3-15-84

315

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250572

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 315
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said ~~lease~~ lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Joseph W. Sage and Beverly K. Sage, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Joseph W. Sage and Beverly K. Sage, husband and wife, 6200 Meadowwood Court #1201 Reno, Nevada 89502	American Federal Bank Reno, Nevada	$3.81

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 15th day of December, 19 94.

Joseph W. Sage (SEAL)
Joseph W. Sage
Social Security No: 520-42-4383

Beverly K. Sage (SEAL)
Beverly K. Sage
Social Security No: 216 62 2556 (SEAL)

(SEAL)

(SEAL)

Printed by P&M [redacted] (03) 423-4691

[redacted] [redacted]

STATE OF NEVADA
COUNTY OF Washoe } 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 1st day of December, 19 94, personally appeared Joseph W. Sage and Beverly K. Sage, husband and wife and _____, 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 Oct. 5, 1998

Mae L. Woodward
Notary Public.

Address: UNR

MAE L. WOODWARD
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES OCT. 5, 1998

STATE OF _____
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

_____, 19____

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

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

317

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250573

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 317
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Samuel A. Sage and Lili A. Sage, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Samuel A. Sage and Lili A. Sage, husband and wife, P.O. Box 717 Victor, Montana 59875	Farmers State Bank Victor, Montana 59875	$3.81

and that payment or tender, of the amount above set forth opposite his/their name, directly or to his/their credit in the depository bank at the times and in the manner specified in said lease will, as to his/their 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/their 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 NOVEMBER, 19 94.

Samuel A. Sage (SEAL)
Samuel A. Sage
Social Security No: 520-34-1725

(SEAL)
Lili A. Sage
Social Security No: 522 38 8542 (SEAL)
Lili A. Sage (SEAL)

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

STATE OF MONTANA
COUNTY OF KOOTENAI } 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 29th day of November, 19 94, personally appeared Samuel A. Sage and Lili A. Sage, husband and wife and _____, 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 12, 1998

CHRISTINE RUFFATTO NOTARY SEAL STATE OF MONTANA

Christine Ruffatto
Notary Public.

Address: Stevensville

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, _____, 19____

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

318

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

319

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344 corrected Book 100 OG, Pg 14 of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250574

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 O&G PAGE 319
FEES $8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Beulah M. Christlieb and Royce Christlieb, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Beulah M. Christlieb and Royce Christlieb, wife and husband c/o Susan Shrum 14807 Stanbridge Houston Texas 77083	Norwest Bank 12000 Pecos St. Westminster, Colorado	$3.81

and that payment or tender, of the amount above set forth opposite their name, directly or to their credit in the depository bank at the times and in the manner specified in said lease will, as to their 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 their 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 10 day of December, 1994.

Beulah M. Christlieb (SEAL)
Beulah M. Christlieb
Social Security No: 522-38-2942

Royce Christlieb (SEAL)
Royce Christlieb
Social Security No: 475-28-2765

(SEAL)

(SEAL)

Printed by PA[redacted] (713) 423-4691

STATE OF [redacted]VAS
COUNTY OF Harris } ss.

Oklah[redacted]as, 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 10th day of December, 19 94, personally appeared Beulah M. Christlieb and Royce Christlieb, wife and husband and _____, to me known to be the identical persons _____, 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 9-[illegible]

SUSAN L. SHRUM
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-07-98

Susan L. Shrum
Notary Public.

Address: 14807 Strawbridge
Houston TX 77083

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

_____, 19____

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

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 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, of the Oil and Gas Records of Sublette County, Wyoming corrected Book 100 OG, Pg 14, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250575

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OG PAGE 321
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sasser

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Robert R. Ross and Lynne M. Ross, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Robert R. Ross and Lynne M. Ross, husband and wife 5013 70th St. Lubbock, Texas 79424	Norwest Bank Lubbock, Texas	$1.91

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 12th day of December, 19 94.

Robert R. Ross (SEAL)
Robert R. Ross
Social Security No: 523-92-2557

Lynne M. Ross (SEAL)
Lynne M. Ross
Social Security No: 098-58-8096 (SEAL)

(SEAL)

[redacted] [redacted] [redacted]

BEFOR[redacted] undersigned, a Notary Public, in and for [redacted]nty and State, on this 12th [redacted]

day of December, 19 94, personally appeared

Robert R. Ross and Lynne M. Ross, husband and wife

and

, 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 April 22, 1995

Notary Public.

Address: 3213 84th St.; Lubbock, TX 79423

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)

Address:

My Commission expires

No. FROM

TO

, 19

County,

This instrument was filed for record on the

day of 19 , at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

FORM TA-21-2 REV. 3-19-84

323

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, of the Oil and Gas Records of Sublette County, Wyoming corrected Book 100 OG, Pg 14, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 11: SE¼SE¼
Section 13: SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼
Section 14: NE¼NE¼

250576

RECORDED Apr. 17, 1995 12:00PM
IN BOOK 100 OG PAGE 323
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification of Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Patricia Perez and J. Oscar Perez, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Patricia Perez and J. Oscar Perez, wife and husband 1505 Yorktown Dr. Lawrenceville, Georgia 30243	Bank South Lawrenceville, Georgia 30243	$1.91

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 27th day of November, 19 94.

Patricia Perez (SEAL)
Patricia Perez
Social Security No: 522-80-9182

(SEAL)

J. Oscar Perez (SEAL)
Social Security No: 583-61-8297

(SEAL)

[redacted] [redacted] [redacted]

Printed by P&[redacted] (803) 423-4691 [redacted] [redacted]

STATE OF GEORGIA
COUNTY OF Walton } 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 27th day of November, 19 94, personally appeared Patricia Perez and J. Oscar Perez, wife and husband and _____, 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 Notary Public, Walton County, Georgia. My Commission Expires May 12, 1998.

Debra S. Dodd
Notary Public.

Address: 2100 Riverside Drive Lawrenceville, GA

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)

Address: _____

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.

_____ Deputy.

When recorded return to

_____

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Frank R. Moffat, a single man, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1 day of Nov, 1994.

250577

RECORDED Dec. 17, 1995 12:00 PM
IN BOOK 100 OPR PAGE 1365
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sachs

Frank R. Moffat

Frank R. Moffat, a single man

COUNTY O[redacted]DAVIS } ss. [redacted] Nebraska, North Dakota, South Dakota [redacted]
[redacted] CKNOWLEDGMENT — INDIVIDUAL [redacted]

BEFORE ME, the undersigned, a Notary Public, in and for [redacted] County and State, on this 1 day of NOV, 19 94, personally appeared Frank R. Moffat, a single man

and

to STEVEN R. ANDERSON NOTARY PUBLIC • STATE of UTAH 2096 WEST 2700 SOUTH SYRACUSE, UT 84075 COMM. EXP. 4-1-98 me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged [redacted] duly executed the same as his free and voluntary act and deed for the uses and purposes [redacted] 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 4-1-98

Steven R Anderson
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 intrument 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.....

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

.....

327

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Dora Moffat, a widow, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decri'ed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of October, 19 94.

250578

RECORDED Jan 17, 1995 11:00 AM
IN BOOK 100 Misc PAGE 327
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

Dora Moffat Widow
Dora Moffat, a widow
Social Security NO: 508-16-8809

[redacted] [redacted] [redacted]

STATE OF [redacted] }
COUNTY OF [redacted]ENTON } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colo[redacted]rado, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of October, 1994, personally appeared DORA Moffat, A Widow

and

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

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

My Commission Expires 8-14-95

Terri M. Perkins
Notary Public

TERRI M. PERKINS
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMM. EXPIRES AUG. 14, 1995

Prosser Branch
[redacted] Fed Sav & Ln Assn
P.O. Box [redacted]
Prosser, WA 99350

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

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, 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 intrument 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.....
No. Acres.....
.....County,.....
Term.....

This instrument was filed for record on the.....
day of.....
.....o'clock.....M., and duly recorded in
Volume..... Page.....
.....of the records of this office.
.....County Clerk.
By.....Deputy.
When recorded return to

328

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned George H. Moffat, Personal Representative of the Estate of Elaine Moffat, deceased, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14 day of October, 19 94.

250579

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 ORS PAGE 329
FEES 8.00 Mary C. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

George H. Moffat, Personal Representative of the Estate of Elaine Moffat, deceased

[redacted] [redacted] [redacted]

STATE OF [redacted]
COUNTY OF [redacted] Paso } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of October, 1994, personally appeared George H. Moffat

and

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

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

My Commission Expires June 12, 1997

Sara F. Schafer
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 intrument to be the free act and deed of said corporation.

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....
FROM
.....
TO
.....
.....
, 19.....
.....
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.
.....Deputy.
When recorded return to
.....

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Earl E. Ricord and Charlotte E. Ricord, husband and wife, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 9th day of December, 19 94.

250580

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 OPR PAGE 334
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

Earl E. Ricord
Earl E. Ricord
Social Security No: 548-20-5433

Charlotte E. Ricord
Charlotte E. Ricord
Social Security No: 554-20-3654

STATE OF [redacted]ADA }
COUNTY OF [redacted]neral } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Col[redacted]ah,
[redacted]ebraska, North Dakota, South Dakota
NOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of December, 19 94, personally appeared Earl E. Ricord and Charlotte E. Ricord, husband and wife

and

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 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 2-20-97 Linda Lyle

NOTARY PUBLIC
STATE OF NEVADA
County of Mineral
Linda Lyle
My Appointment Expires Feb. 20, 1997

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 intrument 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
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

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Stanley E. Ricord and Donna R. Ricord, husband and wife, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 28th day of December, 19 94.

250581

RECORDED Jan. 17, 19 95 12:00 PM
IN BOOK 100 046 PAGE 333
FEES 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK

JOAN CLOUD
Notary Public, State of Texas
My Commission Expires
MAY 27, 1995

By Cathy Saxton

Stanley E. Ricord
Stanley E. Ricord
Social Security No: 513-18-1760

Donna R Ricord
Donna R. Ricord
Social Security No: 513-22-2630

[redacted] [redacted] [redacted]

day of..... [redacted] ....., 19 94 personally app[redacted]

Stanley E. Ricord and Donna R. Ricord, husband and wife

and _____

JOAN CLOUD
Notary Public, State of Texas
My Commission Expires
MAY 27, 1995

_____, 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.....5-21-95.....

.....
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 intrument 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.....

No. Acres.....

.....

Term.....

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

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

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

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

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

.....
County Clerk.

.....
Deputy.

When recorded return to

.....

.....

.....

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Maurice M. Ricord and Marion L. Ricord, husband and wife, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do^es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor^s; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of _____, 19 94.

250582

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 Orig PAGE 1385
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Maurice M. Ricord
Social Security No: 573-01-2405

Marion L. Ricord
Social Security No: 257-46-7698

STATE OF [redacted]IFORNIA
COUNTY O[redacted] } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Co[redacted]ah,
[redacted] Nebraska, North Dakota, South Dakota
[redacted]
ACKNOWLEDGMENT — INDIVIDUAL

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

day of....., 19 94, personally appeared .....

Maurice M. Ricord and Marion L. Ricord, husband and wife

and

, 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.....

.....
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 intrument 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.....

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

336

337

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On 12-7-94 (DATE) before me, Monika Haunold Dryden, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Maurice M Ricord and Marion L Ricord (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.

Monika Haunold Dryden
SIGNATURE OF NOTARY

Monika Haunold Dryden
Comm. #1043864
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Comm. Expires Oct. 30, 1998

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

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

DESCRIPTION OF ATTACHED DOCUMENT

Ratification of Oil and Gas Lease
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

12-7-94
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

[redacted] [redacted] [redacted]

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Catherine J. Lamb, a single woman, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 5 day of December, 19 94.

250583

RECORDED Jan. 17 1995 12:00PM
IN BOOK 100 Brk 6 PAGE 338
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sutton

Catherine J. Lamb

Catherine J. Lamb, a single woman
Social Security No: 515-20-7947

339

STATE OF KANSAS
COUNTY OF Sedgwick } 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 December, 19 94, personally appeared Catherine J. Lamb, a single woman

and

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

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

My Commission Expires 9-JUDE D WHITE NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 9-17-97

Julee D. White
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 intrument 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
.....

Form Rat.5

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Beatrice L. Bowman, an unmarried woman

_____, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessor s, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor__; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21st day of November, 19 94.

250584

RECORDED Dec. 17, 1995 12:00 M
IN BOOK 100 DM6 PAGE 340
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Beatrice L Bowman
Beatrice L. Bowman, an unmarried woman
Social Security No: 511-26-6228

340

STATE OF HAWAII
COUNTY OF Hawaii } ss.

341

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 94 personally appeared ..... Beatrice L. Bowman, an unmarried woman .....

and .....

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

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

My Commission Expires ..... 1-4-97 .....

Helen M Voss
HAWAII
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 intrument to be the free act and deed of said corporation.

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

(SEAL)

.....
Notary Public.

My Commission expires .....

No .....

FROM

.....

TO

.....

.....

.....

.....

..... 19 .....

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

.....

.....

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Virginia B. Pickett, a widow, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

Township 31 North, Range 113 West, 6th P.M.
Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do^es hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor__; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 17th day of NOVEMBER, 19 94.

250585

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 Misc PAGE 342
FEES $8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacker

Virginia B. Pickett
Virginia B. Pickett, a widow
Social Security No: 513-14-9467

day of NOVEMBER, 19 94, personally appeared 343

Virginia B. Pickett, a widow

AMY B. HEBERT NOTARY PUBLIC LA. ACADIA PARISH

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

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

My Commission Expires LIFETIME

Amy B. Hebert

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 intrument 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.....

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

Form Ra[redacted]

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Marguerite F. Douglas and Richard R. Douglas, wife and husband

, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do[es] hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 2nd day of December, 1994.

250586

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 Misc PAGE 344
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sutton

Marguerite F. Douglas
Marguerite F. Douglas
Social Security No: 511-16-6739

Richard R. Douglas
Richard R. Douglas
Social Security No: 510-14-0012

STATE OF ARIZONA
COUNTY OF MARICOPA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
345
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of December, 19 94, personally appeared Marquerite F. Douglas and Richard R. Douglas, wife and husband

and

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.

Official Seal
Diane L. Kaufmann
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
My Comm. Expires April 16, 1995

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

My Commission Expires 4-16-95

Diane L. Kaufmann
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 intrument 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

.....

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Sally C. Roeder and Jack F. Roeder, wife and husband, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

Township 31 North, Range 113 West, 6th P.M.
Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21st day of November, 19 94.

250587

RECORDED Jan. 11, 19 95 10:00 AM
IN BOOK 100 346 PAGE 346
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

Sally C. Roeder
Sally C. Roeder
Social Security No: 543-34-1103

Jack F. Roeder
Jack F. Roeder
Social Security NO: 538-28-7454

STATE OF WASHINGTON
COUNTY OF Grant } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of November, 19 94, personally appeared Sally C. Roeder and Jack F. Roeder, wife and husband

and

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 1, 1998

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 intrument 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

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Helen C. Beardsley and William E. Beardsley, wife and husband

, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25 day of November, 1994.

250588

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 of M PAGE 348
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Helen C. Beardsley
Helen C. Beardsley
Social Security No: 538-12-4402

William E. Beardsley
William E. Beardsley
Social Security No: 132-14-7850

STATE OF OREGON }
COUNTY OF LINCOLN } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
349
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25 day of November, 19 94 personally appeared Helen C. Beardsley and William E. Beardsley, wife and husband

and

OFFICIAL SEAL
JAMES D REID
NOTARY PUBLIC - OREGON
COMMISSION NO. 027919
MY COMMISSION EXPIRES SEPT. 14, 1997

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 Sept 14 1997

Notary Public.

STATE OF } ss.
COUNTY OF }

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 intrument 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

.....

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Billie Lee Shoemaker and Gary L. Shoemaker, wife and husband

, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do&& hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor&; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22 day of November, 19 94.

250589

RECORDED Dec 13, 1995 12:00PM
IN BOOK 100 Orig PAGE 350
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Dexter

Billie Lee Shoemaker
Billie Lee Shoemaker
Social Security No: 542-36-9908

Gary L. Shoemaker
Gary L. Shoemaker
Social Security No: 520-50-5857

STATE OF WASHINGTON
COUNTY OF Clallam } 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 22nd day of November, 19 94, personally appeared

Billie Lee Shoemaker and Gary L. Shoemaker, wife and husband

and

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 3/29/97

Notary Public.

STATE OF
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Rita E. Eyler and Earl E. Eyler, wife and husband, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23 day of November 19 94.

250590

RECORDED Jan 17, 1995 12:00PM
IN BOOK 100 ORG PAGE 352
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacker

Rita E. Eyler
Rita E. Eyler
Social Security No: 535-26-0455

Earl E Eyler
Earl E. Eyler
Social Security No: 565-20-6194

STATE OF WASHINGTON }
COUNTY OF Whatcom } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
353
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of November, 19 94, personally appeared Rita E. Eyler and Earl E. Eyler, wife and husband

and

, 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.

SUSAN G. PAULL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 8-20-97

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

My Commission Expires 8-20-97 Susan Paull
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 intrument to be the free act and deed of said corporation.

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

(SEAL)
Notary Public.

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres County

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

County Clerk.

By Deputy.

When recorded return to

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Elton K. Moffat and Betty L. Moffat, husband and wife, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25 day of November, 1994.

250591

RECORDED Jan. 13, 1995 12:00PM
IN BOOK 100 Misc PAGE 354
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Santo

Elton K. Moffat
Elton K. Moffat
Social Security No: 533-24-6176

Betty L. Moffat
Betty L. Moffat
Social Security No: 541-38-6562

STATE OF OREGON }
COUNTY OF Lane } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
355
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of November, 19 94, personally appeared Elton K. Moffat and Betty L. Moffat, husband and wife

and

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

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

My Commission Expires 6/21/96

OFFICIAL SEAL
ANGELA L FANUCCHI
NOTARY PUBLIC - OREGON
COMMISSION NO. 016224
MY COMMISSION EXPIRES JUNE 21, 1996

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 intrument 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

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Jackie K. Bailey, a single woman, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas lease;

and do<u>es</u> hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor__; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23 day of DECEMBER, 19 94.

250592

RECORDED Jan. 17 1995 12:00 PM
IN BOOK 100 of 6 PAGE 356
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Jackie K. Bailey, a single woman
Social Security No: 531-60-0465

Jackie K. Bailey

STATE OF WASHINGTON
COUNTY OF Snohomish } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 19 94, personally appeared

C. FLAMMANG
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires 4-22-98

Jackie K. Bailey, a single woman

and

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

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

My Commission Expires 4-22-98

Notary Public.

STATE OF } ss.
COUNTY OF }

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 } ss.
County of }

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 intrument 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

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Vickie S. Jensen and Arthur D. Jensen, wife and husband, doxx hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

Township 31 North, Range 113 West, 6th P.M.
Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

nd do<u>es</u> hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, nd assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part ereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor<u>s</u>; except that the ndersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 30 day of December, 19 94.

250593

RECORDED Jan 17, 1995 12:00PM
IN BOOK 100 MISC PAGE 358
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sadon

Vickie S. Jensen
Social Security No: 537-52-2665

Arthur D. Jensen
Social Security No: 533-56-3485

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of December, 19 94, personally appeared

Vickie S. Jensen and Arthur D. Jensen, wife and husband

and

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.

KIMBERLY M. PROBSTFIELD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-12-98

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

My Commission Expires 6-12-98
residing in County of Skagit, State of Washington
Kimberly M. Probstfield
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 intrument 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.....

[redacted] is instrument was filed for record on the.....

[redacted] 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

[redacted]

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Eleanor S. Arnell, a widow

, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22nd day of November, 1994.

250594

RECORDED Jan. 17, 1995 12:00 PM
IN BOOK 100 Oil PAGE 360
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Eleanor S Arnell
Eleanor S. Arnell, a widow

360

STATE OF IDAHO }
COUNTY OF Bear Lake } ss.

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

361

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of November, 19 94, personally appeared

Eleanor S. Arnell, a widow

and

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

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

My Commission Expires 15 Feb 1999

Dennis Laughlin
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 intrument 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

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Mildred J. Windley and Sheldon A. Windley, wife and husband, hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 18 day of November, 19 94.

250595

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 D46 PAGE 362
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sasser

Mildred J. Windley
Mildred J. Windley
Social Security No: 520-20-6323

Sheldon A Windley
Sheldon A. Windley
Social Security No: 529-34-1774

363

STATE OF WYOMING }
COUNTY OF Uinta } 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 18 day of November, 1994, personally appeared Mildred J Windley and Sheldon A Windley, wife & Husband

Mildred J. Windley and Sheldon A. Windley, wife and husband

and

Carol F. Clark
Notary Public
My Commission Expires
Oct. 3, 1998

, 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 they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 10-03-98

Carol F Clark
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 intrument 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

[redacted] lue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Joseph W. Sage and Beverly K. Sage, husband and wife

, do~~es~~ hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessor~~s~~, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 35: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do~~es~~ hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor~~s~~; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble, their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1 day of Dec., 19 94.

250596

RECORDED Jan. 17 19 95 12:00 PM
IN BOOK 100 bk 6 PAGE 364
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Joseph W. Sage
Joseph W. Sage
Social Security No: 520-42-4383

Beverly K. Sage
Beverly K. Sage
Social Security No: 216 62 2856

364

Nebraska, North Dakota, South Dakota

COUNTY OF Humboldt } ss. 345 ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st

day of December, 19 94, personally appeared

Joseph W. Sage and Beverly K. Sage, husband and wife

and

, 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 Oct. 5, 1998 Mael L. Woodward

Notary Public.

MAEL WOODWARD
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES OCT. 5, 1998

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

STATE OF } ss.
COUNTY OF }

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 } ss.
County of }

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 intrument 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

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Samuel A. Sage and Lili A. Sage, husband and wife, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do~~es~~ hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 29 day of November, 19 94.

250597

RECORDED Jan. 17, 19 95 12:00 PM
IN BOOK 100 PAGE 346
FEES 8.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Samuel A. Sage
Samuel A. Sage
Social Security No: 520-34-1725

Lili A. Sage
Lili A. Sage
Social Security No: 522-38 8542

STATE OF MONTANA }
COUNTY OF KAVALLI } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of NOVEMBER, 19 94, personally appeared

Samuel A. Sage and Lili A. Sage, husband and wife

and

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.

CHRISTINE RUFFATTO NOTARY SEAL STATE OF MONTANA

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

My Commission Expires MARCH 12, 1998

Christine Ruffatto
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 intrument 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

.....

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Beulah M. Christlieb and Royce Christlieb, wife and husband, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10 day of December, 19 94.

250598

RECORDED Jan. 17, 1995 12:00PM
IN BOOK 100 of M PAGE 368
FEES 8.00
Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Beulah M. Christlieb
Beulah M. Christlieb
Social Security No: 522-38-2942

Royce Christlieb
Royce Christlieb
Social Security No: 475-28-2765

STATE OF Texas
COUNTY OF Harris } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
369
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of December, 19 94, personally appeared

Beulah M. Christlieb and Royce Christlieb, wife and husband

and

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 9-7-98

SUSAN L. SHRUM
NOTARY PUBLIC
Notary Public
State of Texas
Comm. Exp. 09-07-98

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 intrument 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

Form Rat.3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Robert R. Ross and Lynne M. Ross, husband and wife, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

and do hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part thereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12 day of December, 19 94.

250599
RECORDED Dec. 13 1995 12:00PM
IN BOOK 100 Pg 370
FEES 8.00 Mary L. Gallagher COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

Robert R. Ross
Robert R. Ross
Social Security No: 523-92-2557

Lynne M Ross
Lynne M. Ross
Social Security No: 098-58-8096

STATE OF TEXAS
COUNTY OF Lubbock } ss.

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

37

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of December 19 94, personally appeared

Robert R. Ross and Lynne M. Ross, husband and wife

and

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 April 22, 1995

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 intrument 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

[redacted] [redacted] [redacted]

Form Rat. 3

Billings Blue Print
Billings, Montana

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Patricia Perez and J. Oscar Perez, wife and husband

, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of January, 19 94, between Robert Charles Noble, also known as Robert C. Noble, and Arlene R. Noble (husband & wife), Box 39501, Ninilchik, Alaska 99639, as lessors, and Contex Energy Company, 1645 Court Pl., Suite 212, Denver, Colorado 80202, as lessee, covering all of that certain tract of land situate in the county of SUBLETTE, State of WYOMING, described as follows:

ONLY INSOFAR AS SUCH OIL AND GAS LEASE COVERS

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

Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

Containing 640.00 acres, more or less;

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically decribed in this Ratification of Oil and Gas Lease;

250600

RECORDED Jan 17, 1995 12:00PM
IN BOOK 100 346 PAGE 372
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Barton

and do hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Robert Charles Noble (aka Robert C. Noble) and Arlene R. Noble their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 27th day of November, 19 94.

Notary Public, Walton County, Georgia.
My Commission Expires May 12, 1998.

DEBRA J. DILLON NOTARY PUBLIC WALTON COUNTY, GEORGIA

Patricia Perez
Patricia Perez
Social Security No: 522-80-9182

J. Oscar Perez
Social Security No:
583-61-8297

372

STATE OF GEORGIA
COUNTY OF Walton } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
373
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of November, 19 94, personally appeared

Patricia Perez and J. Oscar Perez, wife and husband

and

, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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, Walton County, Georgia. My Commission Expires May 12, 1998.

Debra S Dow
Notary Public

NOTARY PUBLIC WALTON COUNTY, GEORGIA

STATE OF } ss.
COUNTY OF }

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 } ss.
County of }

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 intrument 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

of 19, at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

Producers 88 [redacted]
Rocky Mountain 1989

P[redacted]

OIL AND GAS LEASE

250612

RECORDED Jan. 18, 1995 9:45 AM
IN BOOK 190 PAGE 374
FEES 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By [redacted]

[redacted]

THIS AGREEMENT, made and entered into this 14th day of September, 1994, by and between Pamela C. Ready, a single woman

of P.O. Box 398, 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 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 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, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, a sum equal to ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ $1.00 per acre 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 ~~XXXXXXXXXX~~ 2001 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

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 shall not be suspended by reason of such suspension, lessee shall pay delay rentals on the next anniversary dates hereof if this lease is extended beyond the primary term above stated by reason of such suspension.

$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 68 4485

Pamela C Ready

Pamela C. Ready, a single woman

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this _____ day of _____, 19 94, before me personally appeared Pamela C. Ready, a single woman

to me known to be the person ____ 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 16th day of December, 19 94.

My commission expires:
March 4, 1996

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

Notary Public for the State of Lela L Sanders
residing at Big Piney, Wy

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 _____

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 14th day of September, 1994, by and between Pamela C. Ready, a single woman, 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 one-sixth (1/6th) royalty.

2. Lessee agrees that Lessor shall not bear any "on lease" transportation or processing costs.

3. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil gas operations, Lessee shall consult with Surface Owner as to the direction and placement of same. Lessee shall also consult with Surface Owner as to the location of any well or wells, pipelines, tank batteries, fences or installation of other equipment on the leased premises before installing same.

Signed for Identification:

Pamela C. Ready

Pamela C. Ready, a single woman

377

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

250613

RECORDED Jan. 18, 1995 9:45AM
IN BOOK 100 PAGE 377
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK

THIS AGREEMENT, made and entered into this 14th day of September, 19 94, by and between Gaius R. Shaver & Stella C. Shaver, Trustees of the Shaver Family 1990 Trust, dated April 26, 1990, as represented by Mineral Deed dated October 18, 1993, recorded in Bk 2md, P. 96 of 1332 Via Del Oro, Fallbrook, California 92028, 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: $S\frac{1}{2}S\frac{1}{2}$
Section 21: $E\frac{1}{2}NE\frac{1}{4}$
Section 22: $N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

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, and the depositing of such cash, check or draft in the United States mail, 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 deemed payment or tender as herein 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 herein,~~ 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 [redacted] with respect to such other land, lease or leases. Likewi[redacted] aviously formed to include formations not producing o[redacted] 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 pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's eight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rental shall not be suspended by reason of such suspension, lessee shall pay delay rental on the anniversary dates hereof if this lease is extended beyond the primary term above stated by reason of such suspension.

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.

Stella C. Shaver
Stella C. Shaver, Trustee of the Shaver Family 1990 Trust dated April 26, 1990
SS# 558-80-0417

Gaius R Shaver
Gaius R. Shaver, Trustee of the Shaver Family 1990 Trust dated April 26, 1990
SS# 569-12-8224

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 15TH day of DECEMBER, 19 94, before me personally appeared Gaius R. Shaver & Stella C. Shaver, Trustees of the Shaver Family 1990 Trust dated April 26, 1990 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 15TH day of DECEMBER, 19 94.

My commission expires:

JAMES G. DONART
Comm. # 966431
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Expires Jun. 19, 1996

James G. Donart
Notary Public for the State of CALIFORNIA
residing at 300 N. MAIN FALLBROOK, CA

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

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 14th day of September, 1994, by and between Gaius R. Shaver and Stella C. Shaver, Trustees of the Shaver Family 1990 Trust, dated April 26, 1990, 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 one-sixth (1/6th) royalty.

2. Lessee agrees that Lessor shall not bear any "on lease" transportation or processing costs.

3. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil gas operations, Lessee shall consult with Surface Owner as to the direction and placement of same. Lessee shall also consult with Surface Owner as to the location of any well or wells, pipelines, tank batteries, fences or installation of other equipment on the leased premises before installing same.

Signed for Identification:

Gaius R. Shaver

Gaius R. Shaver, Trustee of the Shaver Family 1990 Trust dated April 26, 1990

Stella C. Shaver

Stella C. Shaver, Trustee of the Shaver Family 1990 Trust dated April 26, 1990

[redacted]

Producers 88
Rocky Mountain 1989

PA[redacted]

OIL AND GAS LEASE

[redacted]

RECORDED Jan. [redacted] 1995 11:40 AM
IN BOOK 100 for 6 PAGE 380
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Smith

250624

THIS AGREEMENT, made and entered into this 7th day of November, 19 94, by and between Thomas A. Gilbertson, a married man dealing in his sole and separate property of 216 Sandringham N., Moraga, California 94556, 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" 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 ~~XXXXX~~ five (5) 2nd 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)~~ 15% 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)~~ 15% of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth (⅛)~~ 15% 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, ~~not later than the rental paying date of this lease~~, a sum equal to ~~the annual rental provided for in this lease~~ $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 next 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

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] and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay [illegible] anniversary dates hereof in the manner [illegible] 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.

\$1.00 per net mineral acre rental on the next ensuing

Thomas A. Gilbertson, a married man dealing in his sole & separate property

396-36-0525
Social Security No.

STATE OF California
COUNTY OF San Francisco } ss.

On this Seventh day of December, 19 94, before me personally appeared Thomas A. Gilbertson

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 Seventh day of December, 19 94.

My commission exprires:

PAMELA K. GRANT
COMM. #1043293
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires OCT 23, 1998

Pamela K Grant
Notary Public for the State of California
residing at 501 Geary Blvd S.F. CA 94102

INDIVIDUAL, Wyoming, Montana, Colorado

STATE OF
COUNTY OF } ss.

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

CORPORATE, Wyoming, Montana, Colorado

[redacted] [redacted] [redacted]

EXHIBIT "A"

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.

Section 10: S½NE¼, N½SE¼,
EXCEPT THAT part of the following described tract of land lying in the SE¼NE¼, Section 10, T-29-N, R-112-W, conveyed to Flora D. Miley in Warranty Deed recorded March 31, 1987 in Book 27 of Deeds, Page 310:

A parcel in and being a portion of the SW¼NW¼ Section 11, and the SE¼NE¼, Section 10, Township 29 North, Range 112 West of the 6th P.M., Sublette County, Wyoming, and being more particularly described as follows:

Beginning at the northeast corner of said Parcel, said corner lying S.0°13'12"E., 31.86 feet from the northeast corner of said SW¼NW¼ Section 11, T-29-N, R-112-W, and being in the centerline of 80 foot wide Sublette County Road No. 23-151; thence from said northeast corner and Point of Beginning S.0°13'12"E., 1109.88 feet along the east boundary of said Parcel to the southeast corner thereof; thence along the south line of said Parcel S.85°38'01"W., 827.50 feet to an angle point; thence N.58°20'33"W., 1048.59 feet along the southerly line thereof to a point and intersection with the centerline of said County Road No. 23-151; thence N.79°06'38"E., 51.91 feet along said centerline to an angle point; thence N.65°25'57"E., 82.24 feet along the centerline of said road to an angle point; thence N.20°52'47"W., 427.92 feet along the westerly line of said Parcel and the centerline of a 20 foot wide easement for usage at sellers discretion, to an angle point; thence N.77°02'50"E., 429.59 feet along said easement centerline and northerly line of said Parcel to an angle point; thence N.0°22'31"W., 194.50 feet along the westerly line of said Parcel and the west line of said SW¼NW¼ Section 11 to the northwesterly corner thereof; thence S.86°31'45"E., 764.57 feet along the north line of said Parcel and the north line of said SW¼NW¼ Section 11, to an angle point; thence S.23°35'36"W., 327.60 feet along the easterly line of said Parcel to a point and intersection with the centerline of said Sublette County Road No. 23-151; thence N.70°30'25"E., 591.41 feet along said centerline and northerly line of said Parcel to an angle point; thence N.74°29'E., 138.67 feet along the centerline of said road and northerly line of said Parcel to the Point of Beginning.

ALSO EXCEPTING THAT part of the S½NE¼, N½SE¼ and NE¼NW¼SE¼SE¼ of Section 10, T-29-N, R-112-W, conveyed to Billy K. McAdams and Carmen M. McAdams in Warranty Deed recorded September 25, 1986 in Book 26 of Deeds, Page 664, more fully described as follows:

Beginning at the interestion of the centerline of the South Piney County Road No. 23-151 with the west line of the said N½SE¼, S.00°09.0'E., 495.79 feet from the northwest corner of the said N½SE¼; thence coursing the said centerline as follows:

N.49°45.4'E., 34.20 feet;
N.65°40.4'E., 228.40 feet;
N.59°48.4'E., 886.98 feet;
N.71°14.4'E., 219.11 feet;
N.71°14.4'E., 622.55 feet and leave said roadway; thence S.00°09.0'E., 15.00 feet to a point; thence continuing S.00°09.0'E., 2053.12 feet to a point on the south line of the said NE¼NW¼SE¼SE¼; thence N.87°19.8'W., 149.21 feet along the said south line to the southwest corner of the said NE¼NW¼SE¼SE¼; thence N.00°07.8'E., 329.86 feet along the west line of the said NE¼NW¼SE¼SE¼ to the northwest corner; thence N.87°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 N.87°20.9'W., 1323.65 feet along the said south line to the southwest corner of the said N½SE¼; thence N.00°09.0'W., 821.84 feet along the west line of the said N½SE¼ to the intersection of Beginning, and that part of the SW¼NE¼ and NW¼SE¼ of Section

10, T-29-N, R-112-W, 6th P.M., described as follows: Beginning at the intersection of the centerline of the said South Piney County Road No. 23-151 with the west line of the said NW¼SE¼, S.00°09.0'E., 495.79 feet from the northwest corner of the said NW¼SE¼; thence N.00°09.0'W., 495.79 feet along the west line of the said NW¼SE¼ to the northwest corner; thence continuing N.00°09.0'W., 1321.49 feet along the west line of the said SW¼NE¼ to the northwest corner; thence S.87°23.9'E., 1211.40 feet along the north line of the said SW¼NE¼ to a point; thence S.00°09.0'E., 1104.57 feet to a point; thence continuing S.00°09.0'E., 23.00 feet to an intersection with the centerline of said County Road; thence coursing the said centerline as follows:

S.71°14.4'W., 219.11 feet;
S.59°48.4'W., 886.98 feet;
S.65°40.4'W., 228.40 feet;
S.49°45.4'W., 34.20 feet to the intersection of Beginning.

CONTAINING 57.60 acres, more or less.

This Exhibit is hereby attached to and made a part of that certain Oil and Gas Lease dated November 7, 1994 by and between Thomas A. Gilbertson, a married man dealing in his sole and separate property, Lessor, and Contex Energy Company, Lessee, and the above contains the description of Lands covered by said Oil and Gas Lease.

Signed for Identification:

Thomas A. Gilbertson

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135116

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 Texaco Expl & Prod Inc
   Street Box 2100
   City, State, Zip Code Denver CO 80201

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 _____

3160-5 (4243)

WY906977

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

DO NOT WRITE BELOW THIS LINE

Land included in lease:

T. 028011 R. 106011 Meridian 06th State WY County Sublette
sec 029 N2 SE;
032 ALL;
033 ALL;

250635
250635

RECORDED January 20, 1995 3:45 PM
IN BOOK 100 Misc PAGE 384
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By: Cathy Sacton

Total acres in lease 1760.000
Rental retained $ 2640.00

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 d 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 plicable 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 lers hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

TE: 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 nination and those specified on this form.

e and primary term of lease:

Noncompetitive lease (ten years)

Competitive lease (ten years)

Other _____

THE UNITED STATES OF AMERICA

by Jean Murphy
(Signing Officer)

Land Law Examiner
(Title)

JAN 03 1995
(Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

tinued on reverse)

384

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

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

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

Duly executed this 9th day of January, 19 95 Patrick Lee Callahan

(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.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 9th day of January, 1995, before me personally appeared Patrick Lee Callahan, known to me to be the person who is described herein and who executed the within and forgoing instrument, as Attorney-in-Fact of **TEXACO EXPLORATION AND PRODUCTION INC.** and acknowledged to me that he subscribed the name of **TEXACO EXPLORATION AND PRODUCTION INC.** thereto as principal and his own name as Attorney-in-Fact.

Witness my hand and official seal.

Mary Anne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

[redacted] [redacted] [redacted]

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135117

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: Texaco Expl & Prod Inc
   Street: Box 2100
   City, State, Zip Code: Denver CO 80201

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

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 106OW 06th Meridian WY State Sublette County

sec 030 LOTS 1 2;
030 E2 E2W2;
031 LOTS 1 2;
031 E2 E2NW;

2506.36
250636

RECORDED Jan. 20, 1995 3:45PM
IN BOOK 100 PAGE 386
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Total acres in lease 1025 010
Rental retained $ 1539 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 _____ (Signing Officer)

Land Law Examiner (Title) JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

(Continued on reverse)

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

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

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

Duly executed this 9th day of January, 19 95

(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.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 9th day of January, 1995, before me personally appeared Patrick Lee Callahan, known to me to be the person who is described therein and who executed the within and forgoing instrument, as Attorney-in-Fact of **TEXACO EXPLORATION AND PRODUCTION INC.** and acknowledged to me that he subscribed the name of **TEXACO EXPLORATION AND PRODUCTION INC.** thereto as principal and his own name as Attorney-in-Fact.

Witness my hand and official seal.

Mary Anne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

[redacted] [redacted] [redacted]

CONVEYANCE OF OIL AND GAS LEASES

RECORDED Jan. 24, 1995 8:26A M
IN BOOK 100 Misc PAGE 388
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorbon

COUNTY OF SUBLETTE)
STATE OF WYOMING)

250660

THIS CONVEYANCE between BY OIL COMPANY, a New Mexico general partnership hereinafter referred to as "Assignor," and SHARBRO OIL LTD. CO., a New Mexico limited liability company, P. O. Box 840, Artesia, New Mexico, 88210, hereinafter referred to as "Assignee,"

W I T N E S S E T H:

1. Assignor, for valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and assign, set over and deliver, effective January 1, 1995, at 7:00 A.M., unto Assignee and Assignee's heirs, successors and assigns, the following:

a) The interests in the oil and gas leases, operating rights and mineral interests which are specifically described in Exhibit "A" attached hereto and made a part hereof; subject, however, to the restrictions, exceptions, reservations, conditions, limitations, existing royalties, overriding royalties, production payment interests, burdens on production and other matters, heretofore created and validly shown of record;

b) All of Assignor's right, title and interest in, to and under or derived from:

i) All of the presently existing and valid unitization agreements, communitization agreements, pooling agreements and unit operating agreements and the properties and interests credited thereby;

ii) All of the presently existing and valid oil, casinghead gas and gas sales purchase agreements; and

iii) All other contracts, agreements and instruments which relate to any of the properties and interests specifically described in Exhibit "A" (or properties unitized, communitized or pooled therewith) or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests;

c) Without limiting the foregoing, all of Assignors' right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the leases described in Exhibit "A" and in, to and under or derived from all interests in oil and gas leases, operating rights and other interests of whatsoever character, insofar as the same cover or relate to the lands described in Exhibit "A", even though Assignor's interest in any specific portion of said lands and said interests in oil and gas leases, operating rights and other interests which are specifically described in Exhibit "A" be incorrectly described or referred to in Exhibit "A".

d) All personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the interests described in Exhibit "A" or the production, treating, storing or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, lines, machinery, equipment, roads and other appurtenances situated on the interests described in Exhibit "A" or lands unitized therewith or which are used in connection with hydrocarbon operations on the interests described in 1 a), b) and c) above, or lands unitized therewith.

2. a) The assignments to be delivered by Assignor hereunder shall be without warranty of title, either express or implied and ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, EQUIPMENT, CHATTELS, FIXTURES AND OTHER PERSONAL PROPERTY HEREBY ASSIGNED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ASSIGNEE AGREES TO ACCEPT ALL SUCH GOODS, EQUIPMENT, CHATTELS, FIXTURES AND OTHER PERSONAL PROPERTY "AS IS" AND IN THEIR PRESENT STATE AND CONDITION.

b) Assignee acknowledges that Assignor has not performed any environmental audits on the leases as to the lands described in Exhibit "A" and that Assignor has made no representations concerning the environmental quality of id leases. Assignor transfers said leases to Assignee "AS IS" and disclaims all warranties, express or implied, concerning (i) the environmental quality and condition of said leases, surrounding property and ground water; (ii) the existence of any discharge of hazardous substances or other pollutants upon or from said leases which has caused or may cause environmental degradation; and (iii) the status of compliance of said leases with federal, state and local laws or regulations pertaining to health, safety or environmental protection.

c) Assignee hereby releases and forever discharges Assignor, its successors and assigns, from all claims, damages, demands, actions for liability, indemnity or contribution which have arisen or which may arise from (i) any discharge or contaminants on the leases as to the lands described in Exhibit "A" which have caused or may cause environmental degradation of said leases, surrounding property or ground water; (ii) any obligation or liability which has been imposed or may be imposed under any provision of federal, state or local laws pertaining to health, safety or environmental protection; (iii) any claims asserted by third parties or any governmental agency against Assignee which concern damages, liability, response costs or injunctive relief as a result of any environmental degradation of said leases surrounding property or ground water; and (iv) any third-party claims against Assignee for personal injury or property damage as a result of any environmental degradation of the leases as to the lands described in Exhibit "A", surrounding property or ground water.

3. With respect to oil and gas leases or interests therein, which are conveyed herein from the United States of America, or one or more state government, separate assignments on approved forms may be executed by Assignor to the Assignee in sufficient counterparts to fulfill applicable statutory and regulatory requirements and said assignments, although unqualified in form and not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the terms, provisions, remedies, power and privileges set forth in this conveyance as fully to all intents and purposes as though the same were set forth at length in such separate assignments.

4. Assignor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances and documents, and will do all such other acts and things as may be necessary to more fully assure Assignee, its successors and assigns, all of the respective rights, titles, interests, estates, remedies, powers and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered to Assignee hereunder.

5. Assignee agrees to plug and abandon all wells in accordance with all applicable governmental regulations and hereby agrees to release, protect, indemnify and hold Assignors harmless from any and all liabilities arising from Assignee's failure to plug and abandon such wells.

[redacted] [redacted] [redacted]

6. Assignor makes no warranties of title, either express or implied, but this conveyance is made with full substitution and subrogation of the Assignee in and to all covenants and warranties heretofore given or made by others with respect to the interests conveyed herein or any part thereof.

7. All of the covenants and agreements of Assignor shall be deemed to be covenants running with the lands described herein and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this conveyance to be duly executed on this 17th day of January 1995, but effective January 1, 1995 at 7:00 a.m.

"ASSIGNOR"

BY Oil Company

By: Frank Yates, Jr.
Frank Yates, Jr., Partner

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 17th day of January, 1995, by Frank Yates, Jr., Partner, of BY Oil Company, a New Mexico general partnership, on behalf of said partnership.

DEBBIE ELROD NOTARY PUBLIC STATE OF NEW MEXICO

My commission expires:
10-7-96

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Conveyance of Oil and Gas Leases, by and between BY Oil Company, a partnership and Sharbro Oil, Ltd. Co. with an effective date of January 1, 1995.

NDR111Y LAND INFORMATION SYSTEM
EXHIBIT REPORT

LEASE			LEASE DATE	TWNS	RNGE	SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING		/SUBLETTE								
400	1997	W-111543, YPC (OTC)	6/01/1988	28N	105W	1	SE4	160.00	160.00	PAY
				28N	105W	3	SE4	160.00	160.00	
				28N	105W	9	SE4	160.00	160.00	
				28N	105W	11	S2NE,NESW,S2SW,N2SE, SESE	320.00	320.00	
				28N	105W	12	ALL	640.00	640.00	
				28N	105W	13	NE4	160.00	160.00	
							***** LEASE TOTALS:	1600.00	1600.00	
400	1998	W-111544, YPC (OTC)	6/01/1988	28N	105W	5	S2S2	160.00	160.00	PAY
				28N	105W	6	SE4SE4	40.00	40.00	
				28N	105W	7	E2E2	160.00	160.00	
				28N	105W	8	W2	320.00	320.00	
				28N	105W	18	LOTS 1,2, NE4, E2NW4	308.38	308.38	
							***** LEASE TOTALS:	988.38	988.38	
400	1999	W-111554, YPC (OTC)	6/01/1988	26N	107W	31	LOTS 1-4, E2, E2W2			PAY
				26N	107W	32	ALL			
				26N	107W	33	ALL	1912.16	1912.16	
							***** LEASE TOTALS:	1912.16	1912.16	
400	2409	W-114844, YPC (OTC)	2/01/1989	27N	108W	2	LOTS 1-4, S2N2, S2			PAY
				27N	108W	3	LOTS 1-4, S2N2, S2			
				27N	108W	11	ALL			
				27N	108W	13	ALL	2555.14	2555.14	
							***** LEASE TOTALS:	2555.14	2555.14	

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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 of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor") hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease described on Exhibit "A" attached hereto, which Exhibit is hereby incorporated herein, insofar only as said lease or any extension or renewal thereof covers the lands and horizons described on said Exhibit. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest conveyed
WRW Energy Co., a Colorado general partnership c/o Solleron Resources, Inc. 410 Seventeenth Street Suite 2070 Denver, Colorado 80202	5% of 25.0% or 1.25% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interest herein conveyed unto the aforementioned Assignee, its successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, and to all matters of record.

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

Duplicate original copies of this assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 13th day of January, 1995, effective July 31, 1994.

250661
250661

RECORDED Jan. 24, 1995 8:40a M
IN BOOK 105 Pg 6 PAGE 392
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sutton

FORT COLLINS CONSOLIDATED
ROYALTIES, INC.

Attest:

Diane E. Greene, Assistant
Secretary

By: _____
William R. Weeks, Jr.
Executive Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13TH day of January, 1995 by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
August 1, 1996
(S E A L)

_____
Notary Public
Address: 1775 Sherman St., #1400
Denver, CO 80203

EXHIBIT "A"
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
AND
WRW ENERGY CO., AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. W-121444

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

T. 33 N., R. 114 W., 6th P.M.
Section 29: SW1/4SW1/4
Section 30: Lot 4, SE1/4SW1/4, S1/2SE1/4
Section 31: Lots 3, 4, E1/2SW1/4, SE1/4
Section 32: W1/2
T. 32 N., R. 115 W., 6th P.M.
Section 11: Lots 1-4, S1/2
Section 12: Lots 1-6, SW1/4, W1/2SE1/4
T. 33 N., R. 115 W., 6th P.M.
Section 25: E1/2
Section 36: E1/2
Containing 2,478.12 Acres,
all depths
Sublette County, Wyoming

STATEMENT OF HOLDINGS AND QUALIFICATIONS

THE UNDERSIGNED, being the Assignee under the terms of that certain Assignment of Overriding Royalty Interest, a copy of which being also recorded in the records of Sublette County, Wyoming, which Assignment conveys certain Overriding Royalty Interest in U.S.A. Oil and Gas Lease No. W-121444, does hereby certify as to the following:

(1) The undersigned is qualified to hold interests in oil and gas leases issued by the United States of America as pro ded in Regulation 43 C.F.R. §3102; and

(2) The undersigned holds the Overriding Royalty Interests conveyed in the aforementioned Assignment in compliance with the federal acreage limitations contained in Regulation 43 C.F.R. §3101.2.

DONE this 25th day of January, 1995.

WRW ENERGY CO.

By: _____
William R. Weeks, Jr., Jr.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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 of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor") hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease described on Exhibit "A" attached hereto, which Exhibit is hereby incorporated herein, insofar only as said lease or any extension or renewal thereof covers the lands and horizons described on said Exhibit. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest conveyed
WRW Energy Co., a Colorado general partnership c/o Solleron Resources, Inc. 410 Seventeenth Street Suite 2070 Denver, Colorado 80202	5% of 25.0% or 1.25% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interest herein conveyed unto the aforementioned Assignee, its successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, and to all matters of record.

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

Duplicate original copies of this assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 13TH day of January, 1995, effective July 31, 1994.

250662

RECORDED Jan. 24 1995 8:40A M
IN BOOK 100 046 PAGE 396
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Attest:

FORT COLLINS CONSOLIDATED
ROYALTIES, INC.

Dianne E. Greene, Assistant
Secretary

By: _____
William R. Weeks, Jr.
Executive Vice-President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13TH day of January, 1995 by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

August 1, 1996
(SEAL)

Notary Public
Address: 1775 Sherman St., #1400
Denver, CO 80203

EXHIBIT "A"
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
AND
WRW ENERGY CO., AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. W-117557

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

T. 33 N., R. 115 W., 6th P.M.
Section 35: E1/2
Section 36: W1/2
Containing 640.00 Acres, More or less
all depths
Sublette County, Wyoming

STATEMENT OF HOLDINGS AND QUALIFICATIONS

THE UNDERSIGNED, being the Assignee under the terms of that certain Assignment of Overriding Royalty Interest, a copy of which being also recorded in the records of Sublette County, Wyoming, which Assignment conveys certain Overriding Royalty Interest in U.S.A. Oil and Gas Lease No. W-117557, does hereby certify as to the following:

(1) The undersigned is qualified to hold interests in oil and gas leases issued by the United States of America as provided in Regulation 43 C.F.R. §3102; and

(2) The undersigned holds the Overriding Royalty Interests conveyed in the aforementioned Assignment in compliance with the federal acreage limitations contained in Regulation 43 C.F.R. §3101.2.

DONE this 13th day of January, 1995.

WRW ENERGY CO.

By: _____
William R. Weeks, Jr.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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 of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor") hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease described on Exhibit "A" attached hereto, which Exhibit is hereby incorporated herein, insofar only as said lease or any extension or renewal thereof covers the lands and horizons described on said Exhibit. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest conveyed
WRW Energy Co., a Colorado general partnership c/o Solleron Resources, Inc. 410 Seventeenth Street Suite 2070 Denver, Colorado 80202	5% of 25.0% or 1.25% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interest herein conveyed unto the aforementioned Assignee, its successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, and to all matters of record.

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

Duplicate original copies of this assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 13TH day of January, 1995, effective July 31, 1994.

250663

RECORDED Jan. 24 19 95 8:40 AM
IN BOOK 100 MISC PAGE 400
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Attest:

FORT COLLINS CONSOLIDATED
ROYALTIES, INC.

Kathleen E. Greene, Assistant
Secretary

By: _____
William R. Weeks, Jr.
Executive Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13TH day of January, 1995 by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
August 1, 1996
(S E A L)

Notary Public
Address: 1775 Sherman St., #1400
Denver, CO 80203

EXHIBIT "A"
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
AND
WRW ENERGY CO., AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. W-121443

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

T. 33 N., R. 114 W., 6th P.M.
Section 18: Lots 1-4, E1/2, E1/2W1/2
Section 19: E1/2NE1/4
Section 20: W1/2
Section 29: NW1/4, N1/2SW1/4, SE1/4SW1/4
Section 30: NE1/4NE1/4, S1/2NE1/4, NE1/4SW1/4, N1/2SE1/4
T. 32 N., R. 115 W., 6th P.M.
Section 13: ALL
Section 24: N1/2
Containing 2,516.24 Acres,
all depths
Sublette County, Wyoming

STATEMENT OF HOLDINGS AND QUALIFICATIONS

THE UNDERSIGNED, being the Assignee under the terms of that certain Assignment of Overriding Royalty Interest, a copy of which being also recorded in the records of Sublette County, Wyoming, which Assignment conveys certain Overriding Royalty Interest in U.S.A. Oil and Gas Lease No. W-121443, does hereby certify as to the following:

(1) The undersigned is qualified to hold interests in oil and gas leases issued by the United States of America as provided in Regulation 43 C.F.R. §3102; and

(2) The undersigned holds the Overriding Royalty Interests conveyed in the aforementioned Assignment in compliance with the federal acreage limitations contained in Regulation 43 C.F.R. §3101.2.

DONE this 13TH day of January, 1995.

WRW ENERGY CO.

By: _____
William R. Weeks, Jr.

Recording Requested by and
When Recorded Return To:
Morgan Capital Group, Inc.
P. O. Box 1015
Midland, Texas 79702

STATE: WYOMING

COUNTY: SUBLETTE

CORRECTION CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This CORRECTION CONVEYANCE, ASSIGNMENT AND BILL OF SALE (" Correction Assignment"), dated effective as of March 1, 1994, (the "Effective Date"), is from Atlantic Richfield Company, A Delaware corporation, whose address is P. O. Box 1610, Midland, Texas 79702, hereinafter called ("Assignor"), to Morgan Capital Group, Inc., a Texas corporation, whose address is P. O. Box 1015, Midland, Texas 79702, Gary J. Lamb, Inc., a Texas corporation, whose address is P. O. Box 3383, Midland, Texas 79702, Boulders Royalty Corp., a Texas corporation, whose address is P. O. Box 7808, Dallas, Texas 75209-0808, and Master Mineral Holdings, Inc., a Texas corporation, whose address is P. O. Box 10886, Midland, Texas 79702, hereinafter collectively called ("Assignee").

RECITALS

By that certain Conveyance, Assignment and Bill of Sale ("Assignment"), effective as of Effective Date, Assignor transferred, granted, bargained, conveyed and assigned to Assignee certain Assigned Premises described in the Assignment. The capitalized terms used in this Correction Assignment have the same meaning or definition as those defined and used in the Assignment.

The Assignment is recorded in Oil and Gas Book 96, at Page 690, Sublette County, Wyoming

The Assignment contains a certain error in the recordation of Assigned Premises contained in Exhibit "A" to the Assignment.

Assignor and Assignee desire to correct the Assignment of record to reflect the original intention of the parties.

CORRECTION OF ASSIGNMENT

In consideration of the premises and to correct the Assignment, Assignor and Assignee hereby agree and declare that Page 1 of the Exhibit "A" to the Assignment is hereby deleted and removed from the Assignment and the page attached to this Correction Assignment as Corrected Exhibit "A" is substituted in place thereof.

This Correction Assignment is made subject to all terms, provisions, covenants and conditions of the Assignment, which are incorporated herein by reference.

Assignor and Assignee hereby adopt, ratify and confirm the Assignment, as amended and corrected by this Correction Assignment, according to its terms, provisions, covenants and conditions.

250667

RECORDED Jan. 24, 1995 9:05A M
IN BOOK 100 O+G PAGE 404
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXECUTED on December 28, 1994, to be effective for all purposes as of the Effective Date.

"ASSIGNOR"

ATLANTIC RICHFIELD COMPANY

Douglas L. Logan
Attorney-in-Fact

"ASSIGNEE"

MORGAN CAPITAL GROUP, INC.

Attest: Kimberly Morgan
Secretary

By: Jon M. Morgan
Jon M. Morgan
President

GARY J. LAMB, INC.

Attest: Teresa Lamb
Secretary

By: Gary J. Lamb
Gary J. Lamb
President

BOULDERS ROYALTY CORP.

Secretary

By:
Loyd W. Powell, Jr.
President

MASTER MINERAL HOLDINGS, INC.

Attest: John A. Stark
Secretary

By: Paul D. Lerwick
Paul D. Lerwick
President

STATE OF TEXAS §
§
COUNTY OF Midland §

This instrument was acknowledged before me on this 28th day of December, 1994, by Douglas L. Logan as Attorney-in-Fact on behalf of ATLANTIC RICHFIELD COMPANY, a Delaware corporation.

JOHN R. COLLINS
Notary Public, State of Texas
My Comm. Expires 07/03/95

[Print Name] John R. Collins

Notary Public in and for the State of Texas
Commission Expires: 7-3-95

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 30 day of December, 1994, by Jon M. Morgan as President of MORGAN CAPITAL GROUP, INC., a Texas corporation, on behalf of said corporation.

LORRIE L. WILLIAMSON
Notary Public
State of Texas
Commission Expires 1-04-97

[Print Name] Lorrie L. Williamson

Notary Public in and for the State of Texas
Commission Expires: 1-04-97

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 30 day of December, 1994, by Gary J. Lamb as President of GARY J. LAMB, INC., a Texas corporation, on behalf of said corporation.

LORRIE L. WILLIAMSON
Notary Public
State of Texas
Commission Expires 1-04-97

[Print Name] Lorrie L. Williamson

Notary Public in and for the State of Texas
Commission Expires: 1-04-97

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this 13 day of January, 1995, by Loyd W. Powell, Jr. as President of BOULDERS ROYALTY CORP., a Texas corporation, on behalf of said corporation.

[illegible]
Notary Public, State of Texas

[Print Name] Debbie Lomonaco

Notary Public in and for the State of Texas
Commission Expires: 1-03-98

DEBBIE LOMONACO
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-03-98

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 30 day of December, 1994, by Paul D. Lerwick as President of MASTER MINERAL HOLDINGS, INC., a Texas corporation, on behalf of said corporation.

LORRIE L. WILLIAMSON
Notary Public
State of Texas

[Print Name] Lorrie L. Williamson

Notary Public in and for the State of Texas
Commission Expires: 1-04-97

404

STATE: WYOMING
COUNTY: SUBLETTE

CORRECTED EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated effective as of March 1, 1994, from Atlantic Richfield Company (Assignor) to Morgan Capital Group, Inc., et al (Assignee)

LEASE/DEED NUMBER	LEASE/DEED DATE	LESSOR/GRANTOR	LESSEE/GRANTEE	LEGAL DESCRIPTION	BOOK/PAGE CERTIFICAT
49-035-002023-000	2/1/53	Bureau of Land Management W-19548-A	Thomas G. Dorough	T-32-N, R-109-W Section 7: Lots 3, 4, 9, 10, T-32-N, R-110-W Section 1: All; Section 2: SE/4 SE/4; Section 11: E/2 NE/4, NE/4 SE/4	
49-035-002058-000	6/1/51	Bureau of Land Management W-6271-A	Donald B. Anderson, et ux, Patricia Gaylord Anderson	T31-N, R-109-W Section 4: Lots 1 & 2, S/2 NE/4, SE/4; Section 9: NE/4, N/2 SE/4 Section 21: Lots 2, 3, 6 & 9, W/2 NW/4, E/2 SE/4, SW/4 SE/4 Section 22: SW/4; Section 27: S/2, NW/4, W/2 NE/4 All Section 34; Section 33: E/2	12/99
49-035-002059-000	6/1/51	Bureau of Land Management W-6281	Donald B. Anderson, et ux, Patricia Gaylord Anderson	Section 21: SE/4; Section 22: S/2; Section 23: S/2; Section 24: S/2; All Sections 25 & 26; Section 27: NE/4.	12/92
49-035-002060-000	6/1/51	Bureau of Land Management W-6285	Donald B. Anderson, et ux, Patricia Gaylord Anderson	T31-N, R-109-W Section 1: All; Section 2: All; Section 3: Lots 1, 2 & 3, S/2 NE/4, N/2 SE/4, SE/4 SE/4; Section 28: NE/4, N/2 SE/4, SE/4 SE/4; Section 35: SE/4, containing 2040.62 acres, more or less	12/120
49-035-002062-000	6/1/51	Bureau of Land Management W-6282	Floyd H. Schroeder	T30-N, R-109-W Section 11: N/2 N/2, S/2 NE/4, SE/4 NW/4; Section 12: N/2, containing 600 acres, more or less	12/158
49-035-002064-000	6/1/51	Bureau of Land Management W-6284-A	Floyd H. Schroeder	T31-N, R-108-W Section 7: Lots 3, 4, 5, SE/4 NW/4, E/2 SW/4; Section 18: Lots 1, 2, 3, 4, E/2 W/2 T32-N, R-108-W Section 19: Lot 4, SE/4 SW/4; Section 30: Lots 1, 2, 3, 4, E/2 W/2; Section 31: Lots 1, 2, E/2 NW/4	12/144
49-035-002094-000	6/1/52	Bureau of Land Management W-15318-A	C. A. Schmitt	T31-N, R-109-W, 6th P.M. Section 4: Lots 3 & 4, S/2 NW/4, SW/4; Section 5: Lots 1 & 2, S/2 NE/4, SE/4; Section 9: W/2 T32-N, R-109-W, 6th P.M. Section 28: W/2; Section 29: E/2; Section 32: All; Section 33: W/2	12/169

Producers 88
Rocky Mountain 1989

PA[redacted]

OIL AND GAS LEASE

RECORDED Jan. 5 [redacted] 1995 9:30 AM
IN BOOK 190 O&G PAGE 408
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

250669

THIS AGREEMENT, made and entered into this 13th day of September, 19 94, by and between John N. Chrisman, Trustee of the John N. Chrisman Revocable Trust dated June 11, 1992 as represented by Mineral Deed recorded June 17, 1992 in Book 1 MD, Page 668 of P.O. Box 310, 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 31 North, Range 113 West, 6th P.M.
Section 15: $S\frac{1}{2}S\frac{1}{2}$
Section 21: $E\frac{1}{2}NE\frac{1}{4}$
Section 22: $N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

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 on 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 deemed payment or tender as herein 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 same kind of delay rentals~~ $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.

anniversary

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 said 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 ~~lessee shall not be excused from the payment of rentals or shut-in royalties during the 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 ~~rentals or shut-in royalties~~ on the anniversary dates hereof ~~next ensuing the expiration of such period of suspension of operations~~ as above stated.

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# 520-34-1690

John N. Chrisman, Trustee of the John N. Chrisman Revocable Trust dated June 11, 1992

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 18th day of January, 1995, before me personally appeared John N. Chrisman, Trustee of the John N. Chrisman Revocable Trust dated June 11, 1992 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 18th day of January, 1995.

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 for the State of Wyoming
residing at Big Piney, Wy. 83113

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

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of September, 1994, by and between John N. Chrisman, Trustee of the John N. Chrisman Revocable Trust dated June 11, 1992, 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 one-sixth (1/6th) royalty.

2. Lessee agrees that Lessor shall not bear any "on lease" transportation or processing costs.

3. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil gas operations, Lessee shall consult with Surface Owner as to the direction and placement of same. Lessee shall also consult with Surface Owner as to the location of any well or wells, pipelines, tank batteries, fences or installation of other equipment on the leased premises before installing same.

Signed for Identification:

John N. Chrisman

John N. Chrisman, Trustee
of the John N. Chrisman
Revocable Trust dated June
11, 1992

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RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 10th day of December, 1994, recorded in Book 100, Page 272, of the Oil and Gas Records in Sublette County, Wyoming, between Pearl Spencer, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described tract of land, to-wit:

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

Section 36: E/2, *less and except* a 6.523 acre tract in the SENE as more fully described in Book 8 QCD, page 489, Sublette County Clerk and Recorder's office to wit: Beginning at a point N 4° 27' W, 210 feet from the East Quarter corner of said Section 36, where found a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed *Paul N. Scherbel RLS 164 Big Piney Wyoming T31N R113W/R112W S36/S31 1/4 1970*; thence N 87° 37' W, 107.2 feet to a point; thence S 31° 44' W, 196.8 feet to a point; thence N 41° 54' 30" W, 894.4 feet to a point; thence S 84° 55' 30" E, 813.4 feet to a point; thence S 00° 17' 30" W, 430.8 feet to the point of beginning, containing 6.523 acres, more or less, each point marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not Disturb RLS 164".

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Pearl Spencer, her heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 13th day of January, 1995.

William H. Budd
WILLIAM H. BUDD

Carolyn M. Budd
CAROLYN M. BUDD

Sally B Friedrichs
SALLY B. FRIEDRICHS

Donald A. Friedrichs
DONALD A. FRIEDRICHS

250670

RECORDED Jan. 24, 1995 9:30 AM
IN BOOK 100 ORG PAGE 411
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

[redacted] [redacted] [redacted]

STATE of Wyoming

COUNTY of Laramie } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of January, 1995, personally appeared William H. Budd and Carolyn M. Budd, 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 duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 8/27/95

JOYCE C. PORTER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 27, 1995

Notary Public: Joyce C. Porter
Address: Meriden Rt. , Box 117-J
Cheyenne, WY 82009

STATE of Wyoming

COUNTY of ~~Albany~~ Laramie } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13 day of January, 1995, personally appeared Sally B. Friedrichs and Donald A. Friedrichs, her husband 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 and in the capacity stated therein.

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

My Commission Expires: 8/27/95

JOYCE C. PORTER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 27, 1995

Notary Public: Joyce C. Porter
Address: Meriden Rt., Box 117-J
Cheyenne, WY 82009

413

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-116776

Lease Effective Date
(Anniversary Date)
September 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

YATES PETROLEUM CORPORATION - 25%
105 SOUTH FOURTH STREET
ARTESIA, NEW MEXICO 88210

*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 108 West, 6th PM Section 9 and 10: ALL 1280 Acres, M/L ~~Sweetwater~~ Sublette County, WY	100%	100%	-0-	3%	-0-

250673
250673
RECORDED Jan. 24 1995 10:00AM
IN BOOK 100 PAGE 413
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sadler

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)

needed.

Additional Assignees:

ABO PETROLEUM CORPORATION - 25%
MYCO INDUSTRIES, INC. - 25%
YATES DRILLING COMPANY - 25%

105 SOUTH FOURTH STREET
ARTESIA, NEW MEXICO 88210

STATE OF TEXAS)
):ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 11th day of January, 1995 by William S. Marshall, President, of Marshall & Winston, Inc., a Nevada corporation on behalf of said corporation.

GINA L. HICKMAN
Notary Public
State of Texas
Commission Expires 10-14-96

NOTARY PUBLIC, State of Texas

My commission expires:

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 11th day of January, 1995

Name of Assignor as shown on current lease MARSHALL & WINSTON, INC.
Please type or print

Assignor By: _____
(Signature)

or

Attorney-in-fact William S. Marshall, President
(Signature)

P.O. Box 50880
(Assignor's Address)

MIDLAND (City) TEXAS (State) 79710-0880 (Zip Code)

Executed this _____ day of _____, 19

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

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Wilson Petroleum Company, a Colorado corporation ("Assignor"), is the owner of Overriding Royalty interests equal to the percentages set forth on Exhibit A covering the leases and land described on Exhibit A (the "Overriding Royalties").

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and conveys to I.H. Stewart, 1859 Oak Creek Drive Littleton, Colorado, 80121, one-half of Assignor's right, title and interest in and to the Overriding Royalties and one-half of any other interests, if any, Assignor may have in and to the leases and land described on Exhibit A immediately prior to this Assignment and Assignor hereby sells, transfers, assigns and conveys to Catherine A. Hanson, 4563 South Meadow Drive, Boulder, Colorado 80301, one-half of Assignor's right, title and interest in and to the Overriding Royalties and one-half of any other interests, if any, Assignor may have in and to the leases and land described on Exhibit A immediately prior to this Assignment.

This Assignment is effective as of February 1, 1994, and is made without warranties of title, express or implied.

EXECUTED this 2nd day of June, 1994.

250770

RECORDED Jan. 31 1995 8:30AM
IN BOOK 100 MISC PAGE 415
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

WILSON PETROLEUM COMPANY

By: John P. Crowley
John P. Crowley, President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me this 2nd day of June, 1994, by John P. Crowley, President of Wilson Petroleum Company, a Colorado corporation, on behalf of the corporation.

PATTY L. DEMIER NOTARY PUBLIC STATE OF COLORADO

Patty L. DeMier
Notary Public

My commission expires: 11-03-1997

dapd/fj4

[redacted] [redacted] [redacted]

EXHIBIT A

Federal Lease Number	Legal Description
E-022967	Township 28 North, Range 114 West Section 25: W½SW¼, SE¼SW¼ Section 26: E½ Sublette County, Wyoming Containing 440.00 acres
E-022967-A	Township 28 North, Range 114 West Section 23: W½, S½SE¼, SW¼NE¼ Sublette County, Wyoming Containing 440.00 acres
E-022974-A	Township 28 North, Range 114 West Section 25: E½E½ Sublette County, Wyoming Containing 160.00 acres
E-022968	Township 28 North, Range 114 West Section 14: N½SW¼, SE¼SW¼ Sublette County, Wyoming Containing 120.00 acres
E-022968-A	Township 28 North, Range 114 West Section 11: SW¼ Section 14: NW¼ Sublette County, Wyoming Containing 320.00 acres

c:\winword\dotrans\tiptopA.501

417

AFFIDAVIT OF NONPAYMENT OF SHUT IN ROYALTIES

STATE (SITUS OF LAND): WYOMING

COUNTY (SITUS OF LAND): SUBLETTE

AFFIANT: KENNETH FEAR

AFFIANT'S ADDRESS: BIG PINEY, WYOMING

Affiant on oath swears that the following statements are true:

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

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

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

Containing 643.90 acres, more or less

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

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

250773

RECORDED Jan. 31 1995 10:25 AM
IN BOOK 100 946 PAGE 417
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Saxton

Kenneth Fear
Kenneth Fear

STATE OF WYOMING
COUNTY OF SUBLETTE

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

Witness my hand and official seal.

Bonnie Bennett
Notary Public

My commission expires:
April 16, 1998

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

nobind\10-25\kenfear.aff

6

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *R & M Oil & Gas, Ltd., P. O. Box 426, Golden, CO 80402* For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Daniel E. Chapel, a widower, his* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *Daniel E. Chapel, widower as Lessor and James A. Erickson,*

as lessee, dated the *7th* day of *March* 19*81**; insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.

Section 24: Lots 9(13.79), 11(36.42), SE¼SW¼
Section 25: Lots 2(39.91), 5(30.84), N½NW¼, SE¼NW¼
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250774

RECORDED Jan. 31 1995 10:25AM
IN BOOK 100 Or 6 PAGE 418
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Section *xxx*, Township *xxx*, Range *xxx*, and containing *295.27* 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 *61* Page *461*. *Extended in Book 72, at Page 586*

Executed this *23 rd* day of *August*, 19*94*.

R & M OIL & GAS, LTD.

By *Kaitlin Inc G.P.*

Timothy K Bradley, Pres

Attest

COUNTY OF *Jefferson* } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, *Patricia J Carpenter*, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Timothy K Bradley, president of Kaitlin Inc, general partner of R & M Oil and Gas, Ltd.*

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

Given under my hand and Seal, this *23 rd* day of *August*

My commission expires *Sept 16, 1996*.

Patricia J Carpenter
Notary Public

PATRICIA J CARPENTER NOTARY PUBLIC STATE OF COLORADO

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

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

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___

My commission expires _____

_____
Notary Public.

Form No. 11

419

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Nichols Oil Company, 14232 East Evans Ave., Aurora, CO 80014* For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Daniel E. Chapel, a widower, his* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *Daniel E. Chapel, widower as Lessor and James A. Erickson,*

as lessee, dated the *7th* day of *March* 19*81*, insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.

Section 24: Lots 9(13.79), 11(36.42), $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2(39.91), 5(30.84), $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250775

RECORDED Jan. 31, 1995 10:25a M
IN BOOK 100 PAGE 419
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sailor

Section *xxx*, Township *xxx*, Range *xxx*, and containing *295.27* 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 *61* Page *461*. *Extended in Book 72, at Page 586*

Executed this *21st* day of *July*, 19*94*.

NICHOLS OIL COMPANY

By [signature]

Eugene Nichols

Attest

COUNTY OF *Arapahoe* } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, *Abigail Cassett*, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Eugene Nichols*

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

Given under my hand and Seal, this *21st* day of *July*, 19*94*.

My commission expires *My Commission Expires Feb. 26, 1996*

[signature]
Notary Public.

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

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

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___.

My commission expires _____

_____
Notary Public.

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Harvard Energy Partners, LP., United New Mexico Plaza, Suite 450, Roswell, NM 88201*

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Daniel E. Chapel, a widower, his* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *Daniel E. Chapel, widower as Lessor and James A. Erickson,*

as lessee, dated the *7th* day of *March* 19*81**, insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.

Section 24: Lots 9(13.79), 11(36.42), $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2(39.91), 5(30.84), $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250776

RECORDED Jan. 31, 1995 10:25a M
IN BOOK 100 PAGE 420
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Section *XXX*, Township *XXX*, Range *XXX*, and containing *295.27* 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 *61* Page *461*. *Extended in Book 72, at Page 586*

Executed this *11* day of *AUGUST*, 19*94*.

HARVARD ENERGY PARTNERS LP

By
Kerry D. Hunter, Vice President of Harvard Petroleum Corporation, Managing Partner of Harvard Energy Partners

Attest
Jim Ball, Secretary Harvard Petroleum Corporation

COUNTY OF _____ } 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 *New Mexico*
COUNTY OF *Chaves* } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, *Pamela Adams*, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Kerry D. Hunter, Vice President* of *Harvard Petroleum Corporation*, to me personally known as the president (or other officer) of *Harvard Petroleum Corporation* 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) *Harvard Petroleum Corporation*, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this *11th* day of *August*, 19*94*

Pamela X. Adams
Notary Public.

My commission expires *4-23-98*

OFFICIAL SEAL
PAMELA X. ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 4-23-98

Form No. 11

421

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Harbinger Ltd., United New Mexico Plaza, Suite 450, Roswell, New Mexico 88201 For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Daniel E. Chapel, a widower, his heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Daniel E. Chapel, widower as Lessor and James A. Erickson, as lessee, dated the 7th day of March 19 81*, insofar as same covers the following described land, to-wit:

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), SE¼SW¼
Section 25: Lots 2(39.91), 5(30.84), N½NW¼, SE¼NW¼
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

*effective April 4, 1981

250777

RECORDED Jan. 31, 1995 10:25a M
IN BOOK D Misc PAGE 421
FEES 10.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sackett

Section xxx, Township xxx, Range xxx, and containing 295.27 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 61 Page 461. Extended in Book 72, at Page 586

Executed this 11 day of AUGUST, 19 94.

HARBINGER LTD.

By _____

Kerry D. Hunter, Vice President of Harvard Petroleum ~~Corporation, successor in interest for HARBINGER LTD.~~

Attest _____

Jim Ball, Secretary of Harvard Petroleum Corporation

HARVARD PETROLEUM CORPORATION SEAL NEW MEXICO

COUNTY OF _____ } 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 New Mexico
COUNTY OF Chaves } ss. ACKNOWLEDGMENT FOR CORPORATION

I, Pamela Adams, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kerry D. Hunter, Vice President of Harvard Petroleum Corporation, to me personally known as the president (or other officer) of Harvard Petroleum Corporation 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) Harvard Petroleum Corporation, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 11th day of August, 1994

My commission expires 4-23-98

[redacted] OFFICIAL SEAL PAMALA K. ADAMS NOTARY PUBLIC [redacted]

Pamela K. Adams
Notary Public.

Form No. 1

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Guaranty Capital Investors, Ltd., c/o Dakel Company, P. O. Box 2187, Loop Station, Minneapolis, Minnesota 55402 For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Daniel E. Chapel, a widower, his heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Daniel E. Chapel, Widower as Lessor and James A. Erickson, as lessee, dated the 7th day of March 19 81*; insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2(39.91), 5(30.84), $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250778

RECORDED Jan. 31 1995 10:25 AM
IN BOOK 100 PAGE 422
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Section XXX, Township XXX, Range XXX, and containing 295.27 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 61 Page 461. Extended in Book 72, at Page 586

Executed this 18 day of July, 19 94.

GUARANTY CAPITAL INVESTORS, LTD.

By David E. Kelm

Attest Jesus J Grave De Peralta
JESUS I GRAVE DE PERALTA
ASSISTANT SECRETARY

State of Louisiana
Parish
COUNTY OF Orleans } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, Gregory J. Guth, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David E. Kelm, Pres. of Dakel Operating Co., General Partner of Guaranty Capital Investors, Ltd. personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 18 day of July, 19 94.

My commission expires at death.

Gregory J. Guth
Notary Public

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

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

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____

My commission expires _____

_____
Notary Public.

Form No. 11

423

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Gayle Osborne, 14025 East Interdrive, Houston, Texas 77032* For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Daniel E. Chapel, a widower, his* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *Daniel E. Chapel, widower as Lessor and James A. Erickson,* as lessee, dated the *7th* day of *March* 19*81**, insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), SE¼SW¼
Section 25: Lots 2(39.91), 5(30.84), N½NW¼, SE¼NW¼
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250775
250779

RECORDED Jan. 31 1995 10:25 AM
IN BOOK 100 OR PAGE 423
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

Section *xxx*, Township *xxx*, Range *xxx*, and containing *295.27* 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 *61* Page *461*. *Extended in Book 72, at Page 586*

Executed this *17* day of *October*, 19*94*.

By *Gayle A. Osborne*

Attest

G. H. BRUMMETT
Notary Public
STATE OF TEXAS
My Comm. Exp. FEB 10, 1996

COUNTY OF *Harris, TX* } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, *G H Brummett*, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Gayle A Osborne*

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 *she* signed, sealed and delivered the said instrument as *her* 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 *17* day of *October*, 19*94*.

My commission expires *2-10-96*.

G H Brummett
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

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

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___.

My commission expires _____

Notary Public.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Energetics 1988 Ltd. Partnership, 13111 E. Briarwood Ave., Suite 300, Englewood, CO 80112*

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Daniel E. Chapel, a widower, his* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *Daniel E. Chapel, widower as Lessor and James A. Erickson,*

as lessee, dated the *7th* day of *March* 19*81**, insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.

Section 24: Lots 9(13.79), 11(36.42), $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2(39.91), 5(30.84), $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250780

RECORDED Jan. 31 19 95 10:25 AM
IN BOOK 100 M+G PAGE 424
FEES 10.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Section *xxx*, Township *xxx*, Range *xxx*, and containing *295.27* 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 *61* Page *461*. *Extended in Book 72, at Page 586*

Executed this *7th* day of *July*, 19*94*.

ENERGETICS 1988 LTD. PARTNERSHIP

By Robert L Mehl

Attest

COUNTY OF _____ } 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 *Arapahoe* } ss. ACKNOWLEDGMENT FOR *Partnership* ~~CORPORATION~~

I, *Marguerite C. Scott*, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Robert L. Mehl, President of Energetics, Inc., G.P. of Energetics 1988 L.P.*, ~~to me personally known as the president (or other officer) of~~ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of ~~corporation~~) *L.P.* therein set forth, and that he was duly authorized to execute the same by the board of directors of said ~~corporation~~ *partnership*

IN WITNESS WHEREOF, I have set my hand and seal hereto this *7th* day of *July*, 19*94*

My commission expires *May 13, 1996*

Marguerite C. Scott
Notary Public.
6892 S. Spotswood St.
Littleton, CO 80120

424

425

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That D&R Energy Program 1980 B, 6024 Medicine Lake Rd. Minneapolis, MN 55422

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Daniel E. Chapel, a widower, his heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Daniel E. Chapel, widower as Lessor and James A. Erickson,

as lessee, dated the 7th day of March 19 81*, insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2(39.91), 5(30.84), $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250781

RECORDED Jan 31 1995 10:25AM
IN BOOK 100 Misc 6 PAGE 425
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Section xxx, Township xxx, Range xxx, and containing 295.27 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 61 Page 461. Extended in Book 72, at Page 586

Executed this 18 day of July, 19 94.

D&R ENERGY PROGRAM 1980 B

By Donald P. Chapel

Attest

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

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

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

[redacted] [redacted] [redacted]

STATE OF [redacted] }
COUNTY OF _____ } ss.

Oklah[redacted]isas, New Mexico, Wyoming, Montana, Col[redacted]h,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

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

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

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

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

and _____, to me known to be the identical person _____, described in and who 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 MINNESOTA }
COUNTY OF HENNEPIN } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 18th day of July, A.D. 1994, before me personally appeared Darryl F. Ekstrom, to me personally known, who, being by me duly sworn, did say that he is the President of D&R Energy Corporation, General Partner of D&R Energy Program - 1980 B 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 18th day of July, A.D. 1994.

(SEAL)

EUGENE G. CLARK JR.
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 20, 1998

My Commission expires _____

_____
Notary Public.

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

427

RELEASE OF OIL AND GAS LEASE

Exploration, Inc.

Presidio Oil Co., 5613 DTC Parkway, Suite 750

KNOW ALL MEN BY THESE PRESENTS: That Englewood, CO 80111-3065

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Daniel E. Chapel, a widower, his heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Daniel E. Chapel, widower as lessor and James A. Erickson,

as lessee, dated the 7th day of March 19 81*, insofar as same covers the following described land, to-wit:

*effective April 4, 1981

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), SE¼SW¼
Section 25: Lots 2(39.91), 5(30.84), N½NW¼, SE¼NW¼
Section 26: Lots 1(5.87), 7(8.44)
and all that part of the Green River riparian thereto.

250782

RECORDED Jan. 31 19 95 10:25A M
IN BOOK 100 016 PAGE 427
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Section xxx, Township xxx, Range xxx, and containing 295.27 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 61 Page 461. Extended in Book 72, at Page 586

Executed this 15th day of July, 19 94.

PRESIDIO OIL CO. EXPLORATION, INC.

By

BRAD COLBY, Attorney in Fact

Attest

STATE OF COLORADO)
COUNTY OF ARAPAHOE)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 ARAPAHOE)ss.

ACKNOWLEDGMENT FOR CORPORATION

I, Mitzi M. Futro, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that BRAD COLBY of PRESIDIO EXPLORATION, INC., Attorney in Fact personally known as the ~~president (or other officer)~~ of PRESIDIO EXPLORATION, INC. 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) PRESIDIO EXPLORATION, INC. 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 15th day of July, 1994

My commission expires Sept. 31, 1997

[redacted] Notary Public.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Gayle Osborne, 14025 East Interdrive, Houston, Texas 77032* For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its* _____ heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock*

as lessee, dated the *29th* day of *December* 19*72*, insofar as same covers the following described land, to-wit:

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

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

250783
250783

RECORDED Jan. 31 1995 10:35AM
IN BOOK 100 MISC PAGE 428
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

Section *xxx*, Township *xxx*, Range *xxx*, and containing *643.90* 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 *48* Page *628*. *extended in Book 59, at Page 26*

Executed this *17* day of *October*, 19*94*.

By Gayle A Osborne

Attest

G. H. BRUMMETT
Notary Public
STATE OF TEXAS
My Comm. Exp. FEB 10, 1996

COUNTY OF *Harris, TX* } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, *G H Brummett*, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Gayle A Osborne*

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 *She* signed, sealed and delivered the said instrument as *her* 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 *17* day of *October*, 19*94*.

My commission expires *2-10-96*.

G H Brummett
Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

_____, 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 _____ of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the uses and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___.

My commiasion expires _____

_____
Notary Public.

RELEASE OF OIL AND GAS LEASE

Exploration, Inc.
Presidio/Oil Co., 5613 DTC Parkway, Suite 750
Englewood, CO 80111-3065

KNOW ALL MEN BY THESE PRESENTS: That _____

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its _____ **heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between** The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock

as lessee, dated the 29th **day of** December **19** 72, **insofar as same covers the following described land, to-wit:**

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

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

250784

RECORDED Jan. 31, 1995 10:25a M
IN BOOK 100 of R+C PAGE 429
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Section xxx, **Township** xxx, **Range** xxx, **and containing** 643.90 **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** 48 **Page** 628.
extended in Book 59, at Page 26

Executed this 15th **day of** July, **19** 94.

PRESIDIO OIL CO. EXPLORATION, INC.

By Brad Colby

BRAD COLBY, Attorney in Fact

Attest

PRESIDIO EXPLORATION, INC. 1994 JUL 18 PM 2:01

COUNTY OF _____ } **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 ARAPAHOE } **ss.** **ACKNOWLEDGMENT FOR CORPORATION**

I, Mitzi M. Futro, **a Notary Public, in and for said County, in the State aforesaid, do hereby certify that** BRAD COLBY _____ **of** PRESIDIO EXPLORATION, INC.
_____ **personally known as the president (or other officer) of** Attorney in Fact PRESIDIO EXPLORATION, INC. **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** PRESIDIO EXPLORATION, INC. **(name of corporation) 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 15 **day of** July, **19** 94

My commission expires 8/30/97

Mitzi M. Futro

[redacted] [redacted] **Notary Public.**

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That R & M Oil & Gas, Ltd., P. O. Box 426, Golden, CO 80402 For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its _____ heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock

as lessee, dated the 29th day of December 19 72, insofar as same covers the following described land, to-wit:

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

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

250785

RECORDED Dec. 31 1995 10:25AM
IN BOOK 100 PAGE 480
FEES 4.00
SUBLETTE COUNTY CLERK
By Cathy Jaxton

Section xxx, Township xxx, Range xxx, and containing 643.90 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 48 Page 628. extended in Book 59, at Page 26

Executed this ~~23rd~~ 23 rd day of August, 1994.

R & M OIL & GAS, LTD.

By Kaitlin Inc G.P.

Attest

COUNTY OF Jefferson } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, Patricia Carpenter, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Timothy K. Bradley, President of Kaitlin Inc., general partner of R & M Oil and Gas, Ltd. personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 23rd day of August

My commission expires Sept 16 1996.

Patricia Carpenter

NOTARY PUBLIC STATE OF COLORADO

STATE OF _____ } ss.
COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION

_____, 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 _____ of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___

My commission expires _____

_____
Notary Public.

Form No. 11

431

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Nichols Oil Company, 14232 East Evans Ave., Aurora, CO 80014* For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its* _____ heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock*

as lessee, dated the *29th* day of *December* 19*72*, insofar as same covers the following described land, to-wit:

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9, 11, SE¼SW¼
Section 25: Lots 2, 5, N½NW¼, SE¼NW¼
Section 26: Lots 1, 7

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, S½NW¼, N½SW¼, SW¼SW¼

250786

RECORDED Jan. 31, 1996 10:26AM
IN BOOK 100 Of 6 PAGE 431
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Kathy Soxton

Section xxx, Township xxx, Range xxx, and containing *643.90* 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 *48* Page *628*. *extended in Book 59, at Page 26*

Executed this *21st* day of *July*, 19*94*.

NICHOLS OIL COMPANY

By _____

Eugene Nichols

Attest _____

COUNTY OF *Arapahoe* } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, *Linnea Cassell* , a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Eugene Nichols*

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

Given under my hand and Seal, this *21st* day of *July*, 19*94*.

My commission expires *My Commission Expires Feb. 26, 1996*

_____
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

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

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___

My commission expires _____

_____
Notary Public.

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Harvard Energy Partners, LP, United New Mexico Plaza, Suite 450, Roswell, NM 88201*

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock*

as lessee, dated the *29th* day of *December* 19*72*, insofar as same covers the following described land, to-wit:

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

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

250787
RECORDED Jan. 31, 1995 10:26AM
IN BOOK 120 Rt6 PAGE 432
FEES 1.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Section *xxx*, Township *xxx*, Range *xxx*, and containing *643.90* 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 *48* Page *628*. *extended in Book 59, at Page 26*

Executed this *11* day of *AUGUST*, 19*94*.

HARVARD ENERGY PARTNERS, LP

By
Kerry D. Hunter, Vice President of Harvard Petroleum Corporation, ~~Managing Partner of Harvard Energy~~ Partners L

Attest
Jim Ball, ~~Secretary~~ Harvard Petroleum Corporation

COUNTY OF _____ } 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 New Mexico }
COUNTY OF Chaves } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, Pamela Adams, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kerry D. Hunter, Vice President of Harvard Petroleum Corporation, to me personally known as the president (or other officer) of Harvard Petroleum Corporation 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) Harvard Petroleum Corporation, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 11th day of August, 1994

My commission expires 4-23-98

OFFICIAL SEAL
PAMELA X ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO

Pamela X. Adams
Notary Public.

Form No. 11

433

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That *Harbinger, Ltd., United New Mexico Plaza, Suite 450, Roswell, NM 88201*

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor *Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its* heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between *The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock*

as lessee, dated the *29th* day of *December* 19*72*, insofar as same covers the following described land, to-wit:

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9, 11, SE¼SW¼
Section 25: Lots 2, 5, N½NW¼, SE¼NW¼
Section 26: Lots 1, 7

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, S½NW¼ N½SW¼, SW¼SW¼

250788

RECORDED Jan. 31 19 95 10:36 AM
IN BOOK 100 PAGE 433
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Section xxx, Township xxx, Range xxx, and containing *643.90* 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 *48* Page *628*. *extended in Book 59, at Page 26*

Executed this *11* day of *AUGUST*, 19*94*.

HARBINGER, LTD.

By Kerry D. Hunter, Vice President of Harvard Petroleum Coporation, successor in interest for HARBINGER LTD.

Attest

Jim Ball Secretary of Harvard Petroleum Corporation

COUNTY OF _____ } 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 New Mexico }
COUNTY OF Chaves } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, Pamala Adams, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kerry D Hunter, Vice President of Harvard Petroleum Corporation, to me personally known as the president (or other officer) of Harvard Petroleum Corporation 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) Harvard Petroleum Corporation, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 11th day of August, 1994

My commission expires 4-23-98

OFFICIAL SEAL
PAMALA X. ADAMS
NOTARY [redacted]
STATE OF NEW MEXICO

Pamala X. Adams
Notary Public.
[redacted]

Form No. 1

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Guaranty Capital Investors, Ltd., c/o Dakel Company, P. O. Box 2187, Loop Station, Minneapolis, Minnesota 55402 For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Rock Springs National Bank, Successor Trustee of the Fear Family Trust, its _____ heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor and Thomas F. Stroock

as lessee, dated the 29th day of December 19 72, insofar as same covers the following described land, to-wit:

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

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

250789

RECORDED Jan. 31 1995 10:25 AM
IN BOOK 100 R&P PAGE 434
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Soxton

Section xxx, Township xxx, Range xxx, and containing 643.90 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 48 Page 628 extended in Book 59, at Page 26.

Executed this 18 day of July, 1994.

GUARANTY CAPITAL INVESTORS, LTD.

By _____

Attest Jesus J. Grave De Peralta
JESUS I. GRAVE DE PERALTA
ASSISTANT SECRETARY

State of Louisiana
Parish
COUNTY OF Orleans } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, Gregory A. Guth, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Guaranty Capital Investors, Ltd., through David E. Kelm, Pres. of Dakel Operating Co personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 18 day of July, 1994.

My commission expires at death.

Notary Public

STATE OF Louisiana
Parish
COUNTY OF Orleans } ss.

ACKNOWLEDGMENT FOR CORPORATION

Gregory A. Guth, 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 _____ of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) _____, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19___

My commission expires _____

_____
Notary Public.

435

ASSIGNMENT
OF OIL AND GAS LEASE

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.

_____
Register of Deeds.

When recorded
Return to _____

_____

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, *LoneTree Energy, Inc., 12600 West Colfax Avenue, Suite A310, Lakewood, CO 80215*

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto *Presidio Exploration, Inc., 5613 DTC Parkway, Suite 750, P. O. Box 6525, Englewood, CO 80155-6525*

(hereinafter called Assignee), *all (100%) of its right, title and* interest in and to the oil and gas lease dated *June 13*, 19 *94*, from *Daniel E. Chapel, a single man, P. O. Box 338, Big Piney, WY 83113*, Lessor, to *LoneTree Energy, Inc., 12600 W. Colfax Avenue, Suite A310, Lakewood, CO 80215*, Lessee, recorded in book *97 O&G*, page *26*, insofar as said lease covers the following described land in *Sublette* County, State of *Wyoming*

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lot 9, Lot 11, SE/4SW/4
Section 25: Lot 2, Lot 5, N/2NW/4, SE/4NW/4
Section 26: Lot 1, Lot 7
and all that part of the Green River riparian thereto

250790

RECORDED Jan. 31, 1995 10:35AM
IN BOOK 100 Ord PAGE 435
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

of Section ***, Township ***, Range ***, and containing *295.27* acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

~~Reserving however, unto the Assignors herein an overriding royalty of~~

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least _____ days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have _____ days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests ~~other than those existing on the date hereof~~.

EXECUTED, This *14th* day of *December* 19 *94*
without warranties of any kind.

ATTEST:
Fredrick E. Whisenand, III, Secretary-Treasurer

LONETREE ENERGY, INC.
Michael T. Tracy, President (Seal)
(Seal)
(Seal)

STATE OF _____ }
COUNTY OF _____ } ss.

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

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____

by _____

_____

Witness my hand and official seal.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF *COLORADO* }
COUNTY OF *JEFFERSON* } ss.

ACKNOWLEDGEMENT (For use by Corporation)

On this *14th* day of *December*, A.D. 19*94*, before me personally appeared *Michael T. Tracy*, to me personally known, who, being by me duly sworn, did say that he is the *President* of *LoneTree Energy, 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 *Mich* _____ acknowledged said instrument to be the free act and deed of said corporation.

[illegible] and seal this *14th* day of *December*, A.D. 19 *94*

(SEAL) *Pamela K. Carloss*
Notary Public.

MY COMMISSION EXPIRES *12/28/96*

No. _____

FROM

TO

Dated _____, 19___

No. Acres 436

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.

Deputy.

When recorded return to

BABIN PRINTERS

437

ASSIGNMENT OF OIL AND GAS LEASE

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.

_____
Register of Deeds.

When recorded Return to _____

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, *LoneTree Energy, Inc., 12600 West Colfax Avenue, Suite A310, Lakewood, CO 80215*

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto *Presidio Exploration, Inc., 5613 DTC Parkway, Suite 750, P. O. Box 6525, Englewood, CO 80155-6525*

(hereinafter called Assignee), *all (100%) of its right, title and* interest in and to the oil and gas lease dated *June 14*, 19 *94*, from *Rock Springs National Bank, Successor Trustee of the Fear Family Trust, 333 Broadway, P. O. Box 880, Rock Springs, WY 82902-0880*, Lessor, to *LoneTree Energy, Inc., 12600 W. Colfax Avenue, Suite A310, Lakewood, CO 80215*, Lessee, recorded in book *97 O&G*, page *23*, insofar as said lease covers the following described land in *Sublette* County, State of *Wyoming*

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9, 11, SE/4SW/4
Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4
Section 26: Lots 1, 7
and all that part of the Green River riparian thereto

250791

RECORDED Jan. 31, 1995 10:25 AM
IN BOOK 100 MISC 6 PAGE 437
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

of Section ***, Township ***, Range ***, and containing *295.27* acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

~~Reserving however, unto the Assignors herein an overriding royalty of~~ _____ of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least _____ days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have _____ days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or ~~outstanding interests other than those existing on the date hereof~~.

EXECUTED, This *14th* day of *December* 19 *94* without warranties of any kind.

ATTEST:
Fredrick E. Whisenand, III, Secretary-Treasurer

LONETREE ENERGY, INC.
Michael T. Tracy, President (Seal)
(Seal)
(Seal)

[redacted] [redacted] [redacted]

STATE OF _____ }
COUNTY OF _____ } ss.

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

ACKNOWLEDGEMENT — 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.

The foregoing instrument was acknowledged before me this _____day of _____19 _____

by _____

_____

Witness my hand and official seal.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF *COLORADO* }
COUNTY OF *JEFFERSON* } ss.

ACKNOWLEDGEMENT (For use by Corporation)

On this *14th* day of *December*, A.D. 19*94*, before me personally appeared *Michael T. Tracy*, to me personally known, who, being by me duly sworn, did say that he is the *President* of *LoneTree Energy, 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 *Michael T. Tracy* acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this *14th* day of *December*, A.D. 19*94*

(SEAL) *Pamela K. Carloss*
Notary Public.

MY COMMISSION EXPIRES *12/28/96*

No. _____

FROM

TO

Dated _____, 19___

No. Acres 43

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

BABIN PRINTERS

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING)
) ss. KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

That Chevron U.S.A., Inc., whose address is 1301 McKinney, Houston, Texas 77010, hereinafter referred to as "Assignor," for and in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, sell, assign and convey into Enron Oil & Gas Company, whose address is 1625 Broadway, Suite 1300, Denver, Colorado 80202, hereinafter referred to as "Assignee," subject to the terms and provisions herein contained, all of Assignor's right, title and interest in and to the wellbore and all personal property, fixtures and equipment attributable to the Big Piney Mesaverde Unit # 1-100-23 Well, hereinafter referred to as "Test Well", located in the SE/4NW/4 of Section 23: Township 29 North, Range 113 West, Sublette County, Wyoming along with all oil, gas and associated hydrocarbons produced, saved and marketed from said Test Well. Assignee agrees to not attempt a completion in the Test Well below 2,590' without the written consent of Assignor.

This Assignment and Bill of Sale is made without warranty of title, either express or implied, and is subject to that certain Letter Agreement dated, November 2, 1994, by and between Assignor and Assignee.

This Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment and Bill of Sale this 30 day of November, 1994, however, said Assignment and Bill of Sale shall be effective as of October 1, 1994.

ASSIGNOR

CHEVRON U.S.A., INC.

By: W.M. Sell

Title: Attorney-in-Fact

250904

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

RECORDED Feb. 3, 1995 4:05 PM
IN BOOK 100 PAGE 439
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

On November 30, 1994, before me, a Notary Public in and for said State, personally appeared W.M. Sellers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose executed the within instrument as Attorney-in-Fact of Chevron U.S.A. Inc. a Chevron corporation, or on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

FAWN WADE
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 22, 1995

WITNESS my hand and official seal

Fawn Wade
Notary Public in and for the
State of Texas

My Commission Expires:
Oct. 22, 1995

1139/forms

[redacted] [redacted] [redacted]0-003

[redacted] [redacted] [redacted]

12/27/94

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PROCEEDS OF PRODUCTION AND FINANCING STATEMENT

250905

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED Feb. 3, 1995 4:15p M
IN BOOK 103MD+6 PAGE 440
FEES 38.00
SUBLETTE COUNTY CLERK By Cathy Sexton COUNTY CLERK

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PROCEEDS OF PRODUCTION AND FINANCING STATEMENT dated as of December 28, 1994, from **GULF COAST PACKAGE, LTD.**, a Texas limited partnership having its principal place of business at 3 Lincoln Centre, Suite 900, 5430 LBJ Freeway, Dallas, Texas 75240, sometimes referred to herein as "Gulf Coast," and **ELAND ENERGY, INC.**, a Texas corporation having its principal place of business at 3 Lincoln Centre, Suite 900, 5430 LBJ Freeway, Dallas, Texas 75243, sometimes referred to herein as "Eland," to **COMERICA BANK - TEXAS**, 1300 NorthPark Center, Dallas, Texas 75205, in its capacity as Agent (in such capacity, the "Agent") for itself (in its individual capacity, "Comerica"), Bank One, Texas, N.A. ("Bank One;" Comerica and Bank One are hereafter sometimes called individually a "Lender" and collectively, the "Lenders"), and each lending institution which becomes a "Bank" under the Loan Agreement (hereafter defined; Comerica, Bank One, and such lending institutions and their respective successors, assigns, and transferees are called individually a "Bank" and collectively the "Banks") as Mortgagee (in such capacity, "Mortgagee"), and to secure the payment of all indebtedness and the performance of all obligations as hereinafter described of Gulf Coast owing to Agent or any Lender.

R E C I T A L S

A. Lenders have agreed to lend Gulf Coast $50,000,000. The indebtedness of Gulf Coast to Comerica is evidenced by a promissory note in the original principal sum of $30,000,000 made by Gulf Coast payable to the order of Comerica dated December 28, 1994, and being finally due and payable on May 31, 1997 (the "Comerica Note"). The indebtedness of Gulf Coast to Bank One is evidenced by a promissory note in the original principal sum of $20,000,000 made by Gulf Coast payable to the order of Bank One dated December 28, 1994, and being finally due and payable on May 31, 1997 (the "Bank One Note").

B. Eland is the sole general partner of Gulf Coast. Eland is obligated, both as the general partner of Gulf Coast and as a guarantor of all of Gulf Coast's obligations to Comerica and Bank One, for the payment and performance of the promissory note and of all of the other obligations of Gulf Coast to Agent or Comerica or Bank One.

C. In order to secure, among other things, the indebtedness evidenced by the promissory notes and the payment and performance of all other obligations of Gulf Coast or Eland, as hereafter described, Eland and Gulf Coast have agreed to enter into this mortgage.

D. Eland is the owner of record title to, and Gulf Coast is the beneficial owner of, all of the properties described on Exhibit A to this mortgage.

E. Eland and Gulf Coast are collectively referred to herein as "Mortgagor".

G R A N T I N G C L A U S E

NOW THEREFORE, Mortgagor, in order to secure the indebtedness and obligations hereinafter described, does hereby MORTGAGE, GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Mortgagee, the following described property (sometimes collectively referred to herein as the "mortgaged property"):

THIS AGREEMENT CONTAINS PROVISIONS RELEASING OR INDEMNIFYING CERTAIN OF THE PARTIES HERETO FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE.

1. Oil and Gas Producing Properties. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to (i) the oil, gas and mineral leases set forth on Exhibit A attached hereto and made a part hereof for all purposes, and any instrument executed in amendment, correction, modification, confirmation, renewal or extension of any such leases; (ii) the oil, gas and other minerals in and under the lands covered by the leases described on Exhibit A; (iii) the oil, gas and other mineral interests and estates in and under the lands covered by the leases described on Exhibit A including, but not limited to, working interests, royalties, overriding royalties and production payments; (iv) any and all oil, gas or other mineral leases or units covering, in whole or in part, the lands covered by the leases described on Exhibit A; and (v) all oil, gas and mineral leases in which Mortgagor now has or hereafter acquires an interest due to the pooling or unitization of the oil, gas and mineral leases described on Exhibit A or the land covered by such leases or portions of such lands or leases (it is expressly understood and agreed that (1) the holder shall not be liable in respect of the performance of any covenant or obligation of Mortgagor concerning such leases, and (2) any decimal fractional interests set out on Exhibit A pertaining to such oil and g&s leases have been appended for informational purposes only, and shall not limit in any way whatsoever the interest of Mortgagor in the leases which are subject to this mortgage).

2. Wells. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil wells, gas wells and other wells now or hereafter located on any of the lands described or referred to on Exhibit A, whether or not such wells are specifically described or referred to on Exhibit A.

3. Equipment. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all equipment, tanks, derricks, fixtures, houses, pumps, jacks, casings, tubing, rods, cable lines, pipe lines, flow lines, separators, buildings, machinery, tools, pipe and all other equipment, appurtenances, apparatus, appliances and property of every kind and character, movable or immovable, now or at any time hereafter located on any of the lands described or referred to on Exhibit A or which may now or hereafter be used or obtained in connection therewith.

4. Contract Rights. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all contracts, operating agreements, mineral purchase agreements, rights-of-way, easements, surface leases, permits, licenses, pooling or unitization agreements, pooling assignations and pooling orders and all other contracts or agreements pertaining to or affecting the lands, leases or wells described or referred to on Exhibit A or now or hereafter affecting any of the rights now or hereafter covered hereby which are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing of oil, gas or other minerals from any of the lands, leases or wells described or referred to on Exhibit A or from any properties unitized or pooled therewith.

5. Hydrocarbons. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom, and all other minerals in and under, and that may be produced and saved from, the lands described or referred to on Exhibit A.

6. Accounts and General Intangibles. All rights now owned or hereafter acquired by Mortgagor in all (i) accounts and general intangibles arising in connection with the sale or other disposition of the property described in paragraphs 1 through 5 above, and (ii) any and all contract rights and general intangibles arising from or in connection with the leases and/or the lands described on Exhibit A.

7. Proceeds and Products. All of the proceeds and products of the property described in paragraphs 1 through 6 above whether presently existing or hereafter created or arising.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the mortgaged property, together with all rights, hereditaments and appurtenances in any wise appertaining or belonging thereto unto said Mortgagee for the uses and purposes hereinafter set forth forever.

The expression "Mortgagor's successors" as used herein shall mean each and all of Mortgagor's heirs, executors, administrators, personal representatives, successors and assigns. Mortgagor hereby binds Mortgagor and Mortgagor's successors to warrant and forever defend, all and singular, the mortgaged property unto Mortgagee and to its assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, and Mortgagor for Mortgagor and Mortgagor's successors does hereby covenant with said Mortgagee that Mortgagor is the owner of, and has good right, title and authority to sell and convey, the mortgaged property, that all oil and gas and other leasehold estates described in Exhibit A are valid and subsisting on the lands therein described or referred to, that such leasehold estates are subject to no overriding royalties, burdens or charges, except such as are expressly set forth in Exhibit A; that all rentals and royalties due and payable under the leases described in Exhibit A have been duly paid, that at the time of the delivery of this instrument, Mortgagor has good and marketable title to the mortgaged property, free and clear of all liens and encumbrances except the lien of this instrument, liens for taxes not yet due and payable, and liens and encumbrances expressly set forth in Exhibit A, that all severance and production taxes payable with respect to production from the mortgaged property have been duly paid, and that the mortgaged property has been developed and has been and is being produced and operated, and production therefrom has been and is being sold, in conformity with all applicable laws, and all rules, regulations and orders of all regulatory authorities having jurisdiction and is not subject to any penalties or offsets on account of past development, production, operation or sale (including pricing).

ARTICLE I. -- SECURED INDEBTEDNESS

1.1 This mortgage is given to secure the following indebtedness, obligations and liabilities: (a) all of the loans, principal, interest, fees, expenses, obligations and liabilities of Gulf Coast arising pursuant to or represented by the Comerica Note and the Bank One Note, and any and all renewals, extensions or modifications of either the Comerica Note or the Bank One Note, or substitutions therefor, or any part thereof, (b) all indebtedness arising pursuant to the provisions of this mortgage and any and all renewals, extensions or modifications of any such item of indebtedness, or substitutions therefor, or any part thereof, (c) all Obligations as that term is defined in that certain Restated Loan Agreement among Mortgagor, Agent, Comerica, and Bank One and any other lending institution which becomes a "Bank" under the Restated Loan Agreement dated December 28, 1994 (such agreement as amended and modified from time to time being referred to herein as the "Loan Agreement"), (d) all obligations and liabilities of Eland arising pursuant to or represented by that certain guaranty dated as of December 28, 1994, guaranteeing to the Banks the payment of the indebtedness, obligations and liabilities of Gulf Coast secured by this mortgage, (e) all other promissory notes executed by Gulf Coast (and all obligations and liabilities of Eland arising pursuant to any guaranty of such promissory notes) pursuant to the Loan Agreement payable to any of the Banks, and all renewals, extensions, or modifications of any thereof (such promissory notes, together with the Comerica Note and the Bank One Note, are hereafter called individually a "Note" and collectively,, the "Notes"), and (f) all other and additional debts, obligations and liabilities of every kind and character of Mortgagor, now or hereafter existing in favor of Agent or any Bank existing by reason or under any of the Loan Documents, regardless of whether such debts, obligations and liabilities be direct or indirect, primary or secondary, joint, several or joint and several, fixed or contingent, together with any and all renewals, extensions and modifications of such debts, obligations and liabilities or any part thereof. The words "secured indebtedness" as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to above in clauses (a) through (f), inclusive, of this Section 1.1. The word "holder" as used herein shall mean the holder of the secured indebtedness. Terms used herein which are defined in the Loan Agreement shall, unless otherwise defined herein, have the meanings specified in the Loan Agreement.

1.2 It is presently contemplated by Mortgagor and the holders that the indebtedness of Gulf Coast represented by any one or more of the Notes may be increased, modified, renewed and/or extended. In the event of such increase,

renewal, modification and/or extension, such indebtedness shall be deemed to be secured by this mortgage and to be part of the secured indebtedness.

ARTICLE II. -- COVENANTS OF Mortgagor

2.1 Mortgagor, for Mortgagor and Mortgagor's successors covenants (a) properly to operate, or cause to be operated properly, and to keep, or cause to be kept, in full force and effect, the oil and gas leases described in Exhibit A and to perform, or cause to be performed, all covenants, terms and conditions whether express or implied imposed upon the original lessee, or his assigns, whether continued in any such lease, or in any assignment thereof, and continuously to operate or cause to be operated in a good and workmanlike manner the well or wells now or hereafter located on the land covered by the interests or estates described in Exhibit A; (b) to comply with all applicable laws, and all rules, regulations and orders of all regulatory authorities having jurisdiction to regulate the operation of the mortgaged property and production and sale of oil, gas and other minerals, produced thereupon; (c) to carry, in standard insurance companies satisfactory to Mortgagee, in respect of all activities in which Mortgagor might incur personal liability for the death or injury of an employee or third person, or damage to or destruction of another's property, worker's compensation insurance, and public liability and property-damage insurance, in such amounts as may, in Mortgagee's opinion, be adequate, and, in respect of all personal property and fixtures constituting a part of the mortgaged property, to carry, in standard insurance companies satisfactory to Mortgagee, insurance against loss or damage by fire, lightning, hail, tornado, explosion and such other risks as are usually insured against in similar businesses, in amounts satisfactory to Mortgagee, and with loss payable to Mortgagee and the holders as their interests may appear, and upon request of Mortgagee promptly to deliver the policies to Mortgagee; (d) to pay, or cause to be paid, before delinquent, all lawful taxes of every character in respect of all of the mortgaged property, and all taxes in respect of the oil, gas and other minerals produced and to be produced from the mortgaged property, or incident to and in connection with the operation or development thereof and the production of oil, gas and other minerals therefrom, as well as all Federal or State income taxes payable generally by Mortgagor, regardless of their relation to the mortgaged property, and to pay, as and when due, all State and Federal Social Security taxes, payments and contributions for which Mortgagor may be liable; provided that Mortgagor shall not be required to pay or cause to be paid such taxes if the payment thereof is being contested in good faith by appropriate proceedings with adequate reserves with respect thereto, determined in accordance with generally accepted accounting principles, having been set aside on Mortgagor's books, or if requested by Mortgagee, Mortgagor shall have furnished Mortgagee an indemnity bond secured by deposit in cash or other security acceptable to Mortgagee in the amount of the tax plus a reasonable sum to pay all costs, interests and penalties, so long as levy and execution thereon has been stayed and continued to be stayed and they do not, individually or in the aggregate, materially detract from the value of the mortgaged property or materially impair the use of same; (e) at all times to maintain, preserve, and keep all said mortgaged property, and all appurtenances thereto, and all buildings, improvements, machinery, equipment, pipe lines, fixtures, and other personal property of every kind and character, in respect of the mortgaged property, in thorough repair, working order and condition, and from time to time make all necessary and proper repairs, renewals, replacements and substitutions; (f) in respect of all the mortgaged property, promptly to pay all bills for labor and material (provided that Mortgagor shall not be required to pay or cause to be paid such bills if the payment thereof is being contested in good faith by appropriate proceedings with adequate reserves with respect thereto, determined in accordance with generally accepted accounting principles, having been set aside on Mortgagor's books, or if requested by Mortgagee, Mortgagor has furnished Mortgagee an indemnity bond secured by deposit in cash or such other security acceptable to Mortgagee in the amount of the claim being contested by Mortgagor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, so long as levy and execution thereof have been stayed and continue to be stayed and they do not, individually or in the aggregate, materially detract from the value of the mortgaged property or materially impair the use thereof), and never to permit to be fixed thereon any lien, even though inferior to the lien hereof, for any such bills which may be legally due and payable and never to permit to be created or to exist, in respect of any of the mortgaged property, any other or

additional lien, on a parity with or superior to the lien hereof; (g) that Mortgagee, or its duly-authorized agent or agents, shall at all times have the right to go upon, examine, inspect and remain on the mortgaged property and to go upon the derrick floor of any well or wells at any time drilled or being drilled thereon, and to strap, gauge, measure and inspect any and all tanks at any time on said property or holding oil, gasoline or casinghead gasoline therefrom, and that Mortgagor will do all things necessary or proper to enable Mortgagee to exercise said rights whenever Mortgagee so desires; (h) to cause written notice to be given promptly to Mortgagee of every adverse claim or demand made by any person affecting the mortgaged property in any manner, or of any proceedings instituted with respect thereto, and at all times to do all things necessary to defend the title to all of the mortgaged property, but Mortgagor agrees that Mortgagee shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand, Mortgagor agrees to pay Mortgagee all reasonable expenses paid or incurred by Mortgagee in respect of any such suit affecting title to any such property, or affecting Mortgagee's liens or rights hereunder, including reasonable fees to Mortgagee's attorneys, and Mortgagor will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to, any and all costs, loss, damage, or liability which Mortgagee or any holder may ever suffer or incur on account of the failure of the title to all or any part of the mortgaged property, or on account of the failure or inability of Mortgagor for any reason to convey the rights, title and interests which this mortgage and the assignment contained in Article V purport to convey or assign, and all amounts at any time so payable by Mortgagor hereunder shall be secured by the lien hereof and by said assignment; (i) at any time and from time to time, upon request by Mortgagee, forthwith at Mortgagor's expense to execute and deliver to Mortgagee, any and all additional instruments and further assurances as may be necessary or proper, in Mortgagee's opinion, to effect the intent of these presents; (j) to keep accurate books and records in accordance with generally accepted accounting principles consistently applied in which full, true and correct entries shall be promptly made as to all operations on the mortgaged property, all such books and records to be subject at all times during reasonable business hours to inspection by Mortgagee, or its duly authorized agent or agents; (k) from time to time, upon request of Mortgagee, promptly to furnish to Mortgagee such financial statements and reports relating to Mortgagor, and Mortgagor's business affairs, and the operation of the mortgaged property as Mortgagee may reasonably request (l) continuously to maintain (i) Gulf Coast's existence as a Texas limited partnership, and its right to do business in Wyoming and in each other state where any part of the mortgaged property is situated and (ii) Eland's existence as a Texas corporation and its right to do business in Wyoming and in each other state where any part of the mortgaged property is situated; (m) to pay all secured indebtedness in accordance with the terms thereof and hereof, or when the maturity thereof may be accelerated in accordance with the terms thereof or hereof; and (n) to notify Mortgagee immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event that only with the giving of notice or passage of time or both, could become an Event of Default hereunder, or the failure of Mortgagor to observe any of its undertakings hereunder.

2.2 With respect to any part of the mortgaged property which is not a leasehold or working interest, Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor to cause the owner or owners of the working interest in such properties to comply with the covenants and agreements contained herein. With respect to any part of the mortgaged property which is a working interest but which is operated by a party other than Mortgagor, Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor (including, but not limited to, all rights under any operating agreements) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein. Mortgagor will immediately notify Mortgagee of any failure of the operator of any of the mortgaged property to perform any such obligation, and in cooperation with Mortgagee, will take such steps as may be expedient to secure compliance therewith, or obtain appointment of a different operator.

2.3 Any and all covenants in this mortgage may from time to time, by instrument in writing signed by holder and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver

shall ever affect or impair Mortgagee's rights or liens hereunder, except to the extent so specifically stated in such written instrument.

ARTICLE III. -- HAZARDOUS MATERIALS

3.1 Definitions. When used herein, the following terms shall have the respective meanings specified below (such meanings to be equally applicable to both the singular and the plural of the terms defined):

"Environmental Law" means any federal, state, local or municipal law, judgment, rule, order, regulation, statute, ordinance, decree or requirement of any Governmental Authority regulating, relating to or imposing liability or standards of conduct or remedial obligations concerning environmental protection matters, including without limitation, Hazardous Materials, as now or may at any time hereafter be in effect.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hazardous Materials" means any hazardous materials, hazardous wastes, hazardous constituents, hazardous or toxic substances, regulated substances, or petroleum products (including Hydrocarbons), defined or regulated as such in or under any Environmental Law.

3.2 Mortgagor's Environmental Warranties. Mortgagor hereby represents and warrants that, except to the extent that the facts and circumstances giving rise to any such failure to be true and correct could not reasonably be expected to have a material adverse effect on the financial condition or business operations of Mortgagor or the operations of the mortgaged property or the ability of Mortgagor to pay and perform its obligations under the Loan Documents in accordance with their terms:

(a) No Hazardous Materials are now located on the mortgaged property in violation of any Environmental Law, and neither Mortgagor nor, to Mortgagor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the mortgaged property or any part thereof in violation of, or subject to any remedial obligation under, any Environmental Law.

(b) No part of the mortgaged property is being used or, to the knowledge of Mortgagor has been used at any time prior to Mortgagor's ownership for the disposal, storage, treatment, processing or other handling of Hazardous Materials in violation of, or subject to any remedial obligation under, any Environmental Law, nor is any part of the mortgaged property affected by any Hazardous Materials contamination.

(c) To the best of Mortgagor's knowledge and belief, no property adjoining the mortgaged property is being used, or has ever been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials in violation of, or subject to any remedial obligation under, any Environmental Law nor is any other property adjoining the mortgaged property affected by Hazardous Materials contamination.

(d) To the best of Mortgagor's knowledge and belief, no investigation, administrative order, consent order and agreement, notice of violation or noncompliance, litigation or settlement with respect to Hazardous Materials or Hazardous Materials contamination is proposed, threatened, anticipated or in existence with respect to the mortgaged property. The mortgaged property is not currently on, and to Mortgagor's knowledge have never been on, any federal or state "Superfund" or "Superlien" list.

(e) No storage tanks are located on, under or at the mortgaged property in violation of any Environmental Law.

(f) Mortgagor has undertaken all appropriate inquiry into the previous ownership and uses of the mortgaged property consistent with good commercial or customary practice in an effort to minimize liability associated with Hazardous Materials or Hazardous Materials contamination.

(g) The mortgaged property is in compliance with all Environmental Laws and permits, licenses and registrations required under applicable Environmental Laws. All permits required to be issued to Mortgagor or for any activity of Mortgagor under any Environmental Law have been issued and are in full force and effect.

The representations and warranties made in this Section are based upon Mortgagor's reasonable inquiries of those persons and entities who manage the mortgaged property and who are responsible for compliance with Environmental Laws at such mortgaged property.

3.3 Mortgagor's Covenants. Mortgagor agrees to (a) give notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of any fact or circumstance represented or warranted in Section 3.2 hereof; (b) promptly comply with all Environmental Laws affecting the mortgaged property and comply with and keep in effect all permits, licenses and registrations required by Environmental Laws with respect to the mortgaged property; (c) operate and manage, and cause to be operated and managed, the mortgaged property in a manner consistent with good environmental management and engineering practices; (d) exercise, and cause to be exercised, due care and prudence in connection with the mortgaged property to avoid incurring liabilities under Environmental Laws, to prevent any release of Hazardous Materials, to minimize the risk of loss or damage in the event of any release of Hazardous Materials, and to remediate any release of Hazardous Materials in accordance with Environmental Laws; and (e) provide Mortgagee, within thirty (30) days after demand by Mortgagee, with a bond, letter of credit or similar financial assurance reasonably evidencing to Mortgagee's satisfaction that the necessary funds are available to pay the cost of removing, treating, mitigating and disposing of such Hazardous Materials or Hazardous Materials contamination and discharging any assessments which may be established on the mortgaged property as a result thereof. Mortgagor will permit Mortgagee (by its employees, agents and contractors) to enter upon and conduct (and Mortgagor will cooperate in the conduct of) environmental investigations of the mortgaged property, using such consultants, methods and procedures, having such scope, following such schedule, and producing such reports as Mortgagee may reasonably request. In addition, if Mortgagor fails or refuses to do so in accordance herewith, Mortgagor will permit Mortgagee (by its employees, agents or contractors) to enter upon any of Mortgagor's properties or to take such other actions as Mortgagee deems necessary or advisable to perform the obligations of Mortgagor hereunder which Mortgagor has failed or refused to perform. Mortgagee shall have no obligation to conduct any environmental investigation of the mortgaged property or perform any of Mortgagor's obligations hereunder or under any of the other Loan Documents, and any such action by Mortgagee shall be for the sole purpose of protecting Mortgagee's security for the repayment of the secured indebtedness and shall not under any circumstances be construed to give Mortgagee or any holder the right to participate or constitute participation in the management of Mortgagor or the mortgaged property.

3.4 Indemnification. Mortgagor shall defend, indemnify and hold harmless Mortgagee and each holder and their respective employees and agents from any and all liabilities (including strict liability), actions, demands, penalties, losses, out-of-pocket costs or expenses (including, without limitation, reasonable consultant's fees, investigation and laboratory fees, attorneys' fees and expenses, and response or remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of any liens against the mortgaged property) be paid, incurred or suffered by or asserted against any indemnified party by any person or entity or Governmental Authority for, with respect to, or as a direct or indirect result of, or arising out of (i) any violation of or remedial obligation under any Environmental Law existing or occurring on or before the date Mortgagee or any holder becomes the owner of the mortgaged property (the "Release Date") on or in respect of which such violation occurs, or (ii) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the mortgaged property of any Hazardous Materials resulting from any act,

omission or condition occurring or existing on or before the Release Date. NO SUCH INDEMNIFIED PARTY SHALL BE ENTITLED TO BE INDEMNIFIED FOR ITS OR HIS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BUT SHALL BE ENTITLED TO BE INDEMNIFIED FOR ITS OR HIS OWN NEGLIGENCE TO THE EXTENT PERMITTED BY APPLICABLE LAW.

3.5 Survival. The representations, covenants, warranties and indemnifications contained in Sections 3.2 through 3.4 hereof shall survive the release of this mortgage and all liens which Mortgagee or any holder may have against the mortgaged property in question.

ARTICLE IV. -- RESPECTING DEFAULTS AND CERTAIN REMEDIES OF MORTGAGEE

4.1 Any of the following shall constitute Events of Default (each herein called an "Event of Default"):

(a) Nonpayment. (i) Mortgagor shall default in the due and punctual payment of any principal of the secured indebtedness, or (ii) Mortgagor shall default in the due and punctual payment of any interest of the secured indebtedness or any fee or expense payable hereunder or under the Loan Documents and such failure continues unremedied for five (5) days.

(b) Covenant Default. Mortgagor shall default in the due performance or observance by it of any term, covenant or agreement contained in this mortgage, and such failure shall continue for thirty (30) days after the earlier of: (i) notice of such default from Mortgagee; or (ii) Mortgagee is notified of such default or should have been so notified pursuant to the provisions of Section 2.1(n) hereof.

(c) Representations and Warranties. Any representation, warranty or statement made by Mortgagor or the Guarantor herein or otherwise in writing in connection herewith or in connection with any of the other Loan Documents and the agreements referred to herein or therein or in any financial statement, certificate or statement signed by any officer or employee of Mortgagor or the Guarantor and furnished pursuant to any provision hereof or of the Loan Documents shall be breached, or shall be materially false, incorrect or incomplete when made.

(d) Other Debt. Mortgagor or the Guarantor shall (i) fail to make any payment of principal or interest on any other indebtedness of Mortgagor (other than the Obligations hereunder) or the Guarantor in excess of $10,000, individually or in the aggregate, when due (whether at stated maturity, by acceleration, on demand or otherwise) after giving effect to any applicable grace period, or (ii) incur contingent liabilities, whether asserted or unasserted, which exceed $100,000 individually or in the aggregate.

(e) Default in Loan Documents. Mortgagor or the Guarantor shall default in the due performance or observance of any provisions of any of the other Loan Documents to which it is a party and the default shall continue unremedied beyond any grace or cure period.

(f) Judgments and Decrees. Mortgagor or the Guarantor shall suffer a final judgment for the payment of money in excess of $100,000 and shall not discharge the same within a period of thirty (30) days unless, pending further proceedings, execution has not been commenced or, if commenced, has been effectively stayed. Any order, judgment or decree shall be entered in any proceeding against Mortgagor or the Guarantor decreeing the split up of Mortgagor or the Guarantor and such order shall remain undischarged or unstayed for a period in excess of thirty (30) days.

(g) Bankruptcy. (i) Any Mortgagor or Guarantor pursuant to or within the meaning of any Bankruptcy Law (as herein defined) (a) commences a voluntary case, (b) consents to the entry of an order for relief against it in any involuntary case, (c) consents to the appointment of a Custodian (as herein defined) of it for all or substantially all of its property, or (d) makes a general assignment for

the benefit of its creditors; or (ii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that remains unstayed and in effect for thirty (30) days that (a) is for relief against Mortgagor in an involuntary case, (b) appoints a Custodian of Mortgagor for all or substantially all of its property, or (c) orders the liquidation of Mortgagor. The term "Bankruptcy Law" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

4.2 If Mortgagor should fail to keep or perform any covenant whatsoever contained in this mortgage, Mortgagee may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any such payment so made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the indebtedness hereby secured, and Mortgagor promises, upon demand, to pay to Mortgagee at the office of Mortgagee, all sums so advanced or paid by it with interest at the highest permitted lawful rate per annum from date when paid or incurred by Mortgagee until paid to Mortgagee. No such performance by Mortgagee shall constitute a waiver of any such default. In addition to the lien hereof, Mortgagee and each holder shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment for the payment of which Mortgagee may make an advance.

4.3 Upon the occurrence of a default, Mortgagee or the holders, as the case may be, may, at their option do any one or more of the following: (a) without demand or presentment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices, all of which the Mortgagor hereby expressly waives to the full extent permitted by applicable law, each holder may declare the entire unpaid balance of principal of its secured indebtedness, and all accrued interest thereon, immediately due and payable; (b) in addition to any and every other remedy, Mortgagee may do the following:

(i) Mortgagee, but only if and then only to the extent permitted by applicable law or any other authorized official, may sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable law, or in the absence of any such requirement, as Mortgagee may deem appropriate, and thereupon make conveyance to the purchaser or purchasers thereof. Any sale of any part of the Mortgaged Property shall be made to the highest bidder or bidders for cash, at the courthouse door of, or at such other place as may be required or permitted by applicable law in, the county wherein the Mortgaged Property is situated; provided that if the Mortgaged Property is situated in more than one county, such sale of the Mortgaged Property, or any part thereof, may be made in any county wherein any part of the Mortgaged Property is situated. Any such sale shall be made at public outcry, on the day of any month, during the hours of such day and after written notices thereof have been publicly posted in such places and for such time periods and after all persons entitled to notice thereof have been sent such notice, all as required by applicable law in effect at the time of such sale; and nothing herein shall be deemed to require Mortgagee to do, and Mortgagee shall not be required to do, any act other than as required by applicable law in effect at the time of such sale. Any such sale may be as a whole or in such parcels as Mortgagee may select. After such sale, Mortgagee shall make to the purchaser or purchasers thereunder good and sufficient deeds and assignments, in the name of Mortgagor, conveying the Mortgaged Property, or part thereof, so sold to the purchaser or purchasers with general warranty of title by Mortgagor. Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the personal property. In addition to the rights and powers of sale granted under the preceding provisions of this Subsection, if default is made in the payment of any installment of the Obligations, Mortgagee, at its option, at once or at any time thereafter while any matured installment remains unpaid may sell the Mortgaged Property subject to such unmatured Obligations and the liens securing its payment, in the same manner, on the same terms, at the same place and time, and after having given notice in the same manner, all as provided

in the preceding provisions of this Subsection. After such sale, Mortgagee shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection on the unmatured balance of the Obligations (except as to any proceeds of any sale which Mortgagee may apply as a prepayment on the Obligations) or the liens securing payment of the Obligations. It is intended by each of the foregoing provisions of this Subsection that Mortgagee may sell all other items constituting a part of the Mortgaged Property, or any part thereof or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property.

(ii) Mortgagee may, proceed by suit or suits, at law or in equity, to foreclose the liens and this Mortgage as against all or any part of the Mortgaged Property and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(iii) Mortgagee, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, or any part thereof, and of the income, rents, issues and profits thereof.

4.4 Mortgagee is authorized to receive the proceeds of said sale or sales made pursuant to Section 4.3 and apply the same to the payment of the secured indebtedness in such order as Mortgagee shall elect. The balance, if any, remaining after the full and final payment of the secured indebtedness, to Mortgagor or Mortgagor's assigns.

4.5 It is agreed that in any deed or deeds given by Mortgagee or any other person acting hereunder, any and all statements of fact or other recitals therein made as to the identity of Mortgagee or the holder or holders of the secured indebtedness or as to the occurrence or existence of any default, or as to the acceleration of the maturity of the secured indebtedness, or as to the request to sell, notice of sale, time, place, terms and manner of sale and receipt, distribution and application of the money realized therefrom, and, without being limited by the foregoing, as to any other act or thing having been duly done by the holder, or any of them if there be more than one, or by the Mortgagee, shall be taken by all courts of law and equity as prima facie evidence that the said statements or recitals state facts and are without further question to be so accepted, and Mortgagor does hereby ratify and confirm any and all acts that the Mortgagee, may lawfully do in the premises by virtue hereof.

4.6 In case the lien hereof shall be foreclosed by Mortgagee's sale, or by judicial action, the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of the property purchased, and Mortgagor agrees for Mortgagor and for all persons claiming under Mortgagor, that if Mortgagor or any such person shall hold possession of said property, or any part thereof, subsequent to foreclosure, Mortgagor or the parties so holding possession shall be considered as tenants at sufferance of the purchaser at foreclosure sale, and anyone occupying the property after demand made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

4.7 It is agreed that any holder may be the purchaser of the mortgaged property, or of any part thereof, at any sale thereof, and any holder so purchasing shall, upon any such purchase, acquire good title to the mortgaged property so purchased, free of the lien of these presents.

4.8 The rights and remedies hereinabove expressly conferred are cumulative of all other rights and remedies herein, or by law or in equity provided, and shall not be deemed to deprive Mortgagee or any holder of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this

mortgage and of said notes, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

4.9 [INTENTIONALLY LEFT BLANK]

4.10 No failure of Mortgagee or any holder to declare any default or to exercise any right or remedy herein provided in any one or more instances or for any period of time, and no acquiescence in or acceptance by Mortgagee or any holder of any later defective notice or performance hereunder, shall be deemed a waiver or agreement to modify any provision hereof. Mortgagee shall at all times have the right, notwithstanding any such prior acquiescence or forbearance, without any prior notice or demand, to require strict performance of each and every term and provision hereof. At any time when any default is continuing hereunder, Mortgagee or any holder may, without any prior notice to Mortgagor except such notice as may be herein otherwise required, exercise any right or remedy of Mortgagee or any holder arising by reason of such default, notwithstanding the length of time such default has been continuing or the occurrence in the past of similar events or other defaults for which no remedy has been invoked.

ARTICLE V. -- ASSIGNMENT OF PROCEEDS OF SALE OF PRODUCTION

5.1 For a valuable consideration to Mortgagor paid by the Banks, receipt of which is hereby acknowledged, and for the purpose of further securing the secured indebtedness and the performance of Mortgagor's covenants hereunder, Mortgagor does hereby TRANSFER, ASSIGN, AND CONVEY unto Mortgagee for the benefit of the Banks all of the interest of Mortgagor in the oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, and other minerals in and under, and that may be produced from, the mortgaged property together with the proceeds of the sale thereof on and after the effective date specified below. This assignment is upon the following terms and conditions: (a) pipe line companies and others purchasing the oil, gas and other minerals produced and to be produced from said property are hereby authorized and directed to pay directly to Mortgagee the interest of Mortgagor in the proceeds of the sale of the oil, gas and other minerals produced and to be produced from said property, and to continue such payments until they have been furnished with a release hereof executed in writing by Mortgagee, and the receipt of Mortgagee for moneys so paid to it shall be a full and complete release, discharge and acquittance to any such pipe line company or other purchaser, to the extent of all amounts so paid, (b) Mortgagee is authorized to receive, collect and receipt for the proceeds of the sale of the oil, gas and other minerals assigned to it hereunder, and to apply the funds so received first toward the payment of the expenses, if any, incurred in the collection thereof, including operating expenses to the extent Mortgagee deems the same necessary or appropriate, then in such order as Mortgagee shall elect toward the payment of the secured indebtedness, any balance remaining after the full and final payment of the secured indebtedness, to be held subject to the order of Mortgagor, (c) Mortgagee shall have the right, at its sole option, at any time, and from time to time, to release to, or on the order of, Mortgagor all or any portion of the funds assigned to Mortgagee hereunder, and no such release shall affect or impair the lien of this mortgage or the validity and affect of the assignment contained in this Article V, (d) Mortgagee shall never be under any obligation to enforce the collection of the funds assigned to it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection of such funds, but it shall only be accountable for the sums that it shall actually receive, (e) Mortgagor covenants to cause all pipe line companies, or other purchasers of the oil, gas and other minerals produced from said property, to pay promptly to Mortgagee, at the office of Mortgagee, the interest of Mortgagor in the proceeds of the sale thereof, and (f) upon the full and final payment of the secured indebtedness, Mortgagee, at the request of Mortgagor, and at Mortgagor's expense, shall execute and deliver to Mortgagor a reassignment hereof, without recourse, representations, or warranties.

5.2 In consideration of the loans evidenced by the Notes, Mortgagor hereby designates and appoints Mortgagee as Mortgagor's true and lawful agent and attorney-in-fact (with full power of substitution, either generally or for such limited periods or purposes as Mortgagee may from time to time prescribe), with full power and authority, for and on behalf and in the name of Mortgagor, to execute, acknowledge and deliver all such division orders,

transfer orders, certificates and other documents of every nature, with such covenants, warranties, indemnities and other provisions as may from time to time, in the opinion of Mortgagee, be necessary or proper to effectuate the intent and purpose of the assignment contained in Section 4.1 hereof. Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any such division order, transfer order, certificate and other document. The powers and authorities herein conferred on Mortgagee may be exercised by Mortgagee through any person who, at the time of the execution of a particular instrument, is the president, an executive vice-president, a senior vice-president, a vice-president, an assistant vice-president or a banking officer of Mortgagee. The power of attorney conferred by this Section 5.2 is granted for a valuable consideration and hence is coupled with an interest and is irrevocable so long as the secured indebtedness, or any part thereof, shall remain unpaid. All persons dealing with Mortgagee, or any officer thereof above designated, or any substitute, shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Mortgagee that all the secured indebtedness is fully and finally paid.

5.3 Mortgagee agrees that it will not exercise any of its rights under this Article V until after the occurrence of a default hereunder.

ARTICLE VI. -- MISCELLANEOUS

6.1 If the secured indebtedness be paid and discharged in accordance with the terms of this instrument and the other instruments evidencing it, and if Mortgagor shall well and truly perform all of Mortgagor's covenants contained herein, then this conveyance shall become null and void and be released at Mortgagor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Mortgagor's warranties and indemnities contained herein.

6.2 The rights, titles, interests, liens and powers hereunder are cumulative of each other and of all other rights, titles, interests, liens and powers which may now or hereafter exist to secure the payment of the secured indebtedness or any part thereof.

6.3 No provision herein or in any promissory note, instrument, or any other loan document executed by Mortgagor evidencing the secured indebtedness shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. If any excess of interest in such respect is provided for herein or in any such promissory note, instrument, or any other loan document, the provisions of this paragraph shall govern, and Mortgagor shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by applicable law. The intention of the parties being to conform strictly to the applicable usury laws now in force, all sums payable under promissory notes, instruments and other loan documents executed by Mortgagor evidencing the secured indebtedness are hereby reduced and shall be held subject to reduction to the highest allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

6.4 Mortgagor, for Mortgagor and Mortgagor's successors, hereby waives all rights of marshalling in event of any foreclosure of the liens and security interests hereby created.

6.5 With respect to all personal property and fixtures constituting a part of the mortgaged property, this mortgage shall likewise be a security agreement, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the secured indebtedness, Mortgagor hereby grants to Mortgagee for the benefit of the holders a security interest in all such personal property and fixtures, including but not limited to, the following collateral: all rights now owned and at any time hereafter acquired by Mortgagor in all of the following (the "Collateral"): (i) oil, gas and other minerals produced from the mortgaged property, (ii) accounts and general intangibles arising in connection with the sale or other disposition of such production, or arising otherwise out of or in connection with the mortgaged property, or any part thereof, and (iii) equipment, other personal property, and fixtures at any time used on the mortgaged property or in connection with

such production. Mortgagor represents and warrants that, except for any financing statement assigned to or filed by Mortgagee, no financing statement covering the said collateral, or any part thereof, has been filed with any filing officer, and no other security interest has attached or been perfected in the said collateral, or in any part thereof. The above goods which are to become fixtures will be on the lands described or referred to on Exhibit A. The above minerals or the like (including oil and gas) or accounts will be financed at the well head(s) or mine head(s) of the well(s) or mine(s) located on the real estate hereinabove described or referred to. This instrument may be filed for record as a financing statement in the real estate records. A carbon, photographic or other reproduction of this mortgage shall be sufficient as a financing statement. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor does have an interest of record in and to the real estate hereinabove described or referred to. Proceeds and products of all collateral described in this paragraph 6.5 are also covered.

6.6 This mortgage shall constitute a financing statement and Mortgagee shall have the right at any time to file this mortgage as a financing statement, but the failure of Mortgagee to do so shall not impair the validity and enforceability of this mortgage in any respect whatsoever. Unless otherwise stated herein or in an instrument filed or recorded subsequent to the filing of this mortgage, the address of Mortgagee from which information may be obtained concerning the liens and security interests herein granted is the address set forth above for Mortgagee. This financing statement covers all rights, titles and interests now or any time hereafter required by the Mortgagor in all of the Collateral. The Collateral includes (i) goods which are or are to become fixtures on the lands described or referred to on Exhibit A (or the oil and gas leases described on Exhibit A), and (ii) minerals or the like (including oil and gas) or the accounts which are to be financed at the wellhead or minehead of the wells or mines located on the land described or referred to Exhibit A (or the oil and gas leases described on Exhibit A).

6.7 This mortgage is binding upon Mortgagor, Mortgagor's successors, and shall inure to the benefit of Mortgagee and the holders, and their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.8 This mortgage may be simultaneously executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If any Mortgagor is a corporation, this instrument is executed, sealed and attested by Mortgagor's officers hereunto duly authorized.

6.9 No power of attorney granted herein by Mortgagor shall terminate upon any disability of Mortgagor.

6.10 If any provision of this mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this mortgage, the legality, validity and enforceability of the remaining provisions shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this mortgage, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

6.11 The liens provided for herein shall not affect or be affected by any other security or guaranty now or hereafter existing with respect to the secured indebtedness, nor shall they be affected by the release of any such other security or guaranty.

6.12 This instrument shall be deemed to be and may be enforced from time to time as an assignment, real estate mortgage, security agreement or financing statement, and from time to time as any one or more thereof.

6.13 In the event of a conflict between the terms and provisions of this mortgage and the terms and provisions of the Loan Agreement, the terms of the Loan Agreement shall control.

6.14 The obligations, representations and warranties of Mortgagor hereunder are of the joint and several obligations, representations and warranties of each of Gulf Coast and Eland.

6.15 This instrument shall constitute both a mortgage and mortgage. If any part of the mortgaged property is located in a jurisdiction where real property interests are secured by a mortgage rather than a mortgage, then, to the extent permitted by the laws of such state, references herein to the Trustee shall be deemed to constitute a reference to Mortgagee, and Mortgagee shall be a mortgagee for all purposes.

6.16 THIS MORTGAGE, THE NOTE AND ALL OTHER AGREEMENTS AND INSTRUMENTS EXECUTED HEREUNDER AND THEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT THAT THE LAWS OF THE STATES WHERE PARTICULAR MORTGAGED PROPERTIES ARE LOCATED SHALL GOVERN TO THE EXTENT THAT SUCH LAWS CONTAIN MANDATORY PROVISIONS IN RESPECT OF NOTICE, FORECLOSURE PROCEDURE AND THE LIKE WITH RESPECT TO SUCH PROPERTIES.

The effective date of the assignment contained in Article V is the 1st day of December, 1994, at 7:00 A.M.

EXECUTED on the dates of the notary certifications below to be effective as of the date first above written.

ELAND ENERGY, INC. SEAL

Title ASSISTANT SECRETARY

MORTGAGOR:

GULF COAST PACKAGE, LTD., by and through
Eland Energy, Inc., its general partner

ELAND ENERGY, INC.

By _____
Tim Allen
President

ATTEST: ELAND ENERGY, INC. SEAL

Title ASSISTANT SECRETARY

ELAND ENERGY, INC.

By _____
Tim Allen
President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 28th day of December, 1994, by Tim Allen, President of Eland Energy, Inc., a Texas corporation, in its capacity of general partner of Gulf Coast Package, Ltd., a Texas limited partnership.

This instrument was acknowledged before me on the 28th day of December, 1994, by Tim Allen, President of Eland Energy, Inc., a Texas corporation, on behalf of said corporation.

Beverly R. McKee
Notary Public, State of Texas

BEVERLY R. McKEE
Notary Public
STATE OF TEXAS
My Commission Expires 12-7-97

[redacted] [redacted] [redacted]

AFTER RECORDING,
RETURN TO:

Daniel F. Susie, Esq.
Strasburger & Price, L.L.P.
P.O. Box 50100
Dallas, Texas 75250

EXHIBIT "A"

THIS EXHIBIT "A" CONTAINS SPECIFIC DESCRIPTIONS OF THE PROPERTIES WHICH ARE SUBJECT TO THE LIENS CREATED BY THE MORTGAGE BY GULF COAST PACKAGE, LTD. FOR THE BENEFIT OF THE MORTGAGEE.

REGARDLESS OF THE PARTICULAR TABULATIONS OF INTEREST AND OTHER LIMITING DESCRIPTIVE MATTERS, EACH PROPERTY INCLUDES ALL OF MORTGAGOR'S INTERESTS IN THE LANDS DESCRIBED, AND THE LEASES COVERING SAME, INCLUDING ANY SPECIAL INTEREST DERIVED UNDER LEASES OR OTHER INSTRUMENTS NOT SPECIFICALLY REFERRED TO.

EACH REFERENCE TO A LEASE ON THIS EXHIBIT "A" SHALL BE DEEMED A REFERENCE TO SAID LEASE AS SAID LEASE MAY HAVE BEEN AMENDED AND/OR RATIFIED BY ALL AMENDMENTS AND/OR RATIFICATIONS HERETOFORE EXECUTED, WHETHER OR NOT REFERRED TO HEREIN. REFERENCE IS ALSO MADE TO EACH SUCH LEASE AND THE RECORD THEREOF FOR A DESCRIPTION OF THE LANDS COVERED THEREBY, AND SUCH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE.

LM6012.GA

PURCHASE AND SALE AGREEMENT
EXHIBIT 1.6 - LEASES
EFFECTIVE NOVEMBER 1, 1994

Prospect Name WY-210 - BIRD CANYON

State of WY County of SUBLETTE

Lease	Lessor	Lessee	Date	Twsp	Rge	Sect	Description	Book	Page
WY-20878**	ST WY 73 35783	TERRY SHAFFER	09/02/73	28N	112W	36	S/2	NOT RECORDED	
				28N	112W	36	N/2 —		
WY-21007**SF	BARNEY JR ET UX, WILLIAM MEREDITH	OXY USA INC	11/21/92	28N	112W	26	NE/4SE/4 - ROAD ACCESS TO STATE J-1 WELL	NOT RECORDED	
WY-21008**SF	USA WYW-80913	CITIES SERVICE CO	07/20/82	29N	111W		SECTIONS 27 & 34	NOT RECORDED	
				28N	111W		SECTIONS 5,8,17-20,29,31 ACCESS ROAD TO STATE J #1		

SUBLETTE COUNTY, WY
PAGE 1 of 1

954

457 amend. bk. 104 misc. pg. 146 7/22/13

12/28/94

Sublette County, Wyoming

FINANCING STATEMENT

This Financing Statement is presented to a
Filing Officer for filing pursuant to
the Uniform Commercial Code
FOR FILING IN THE REAL ESTATE RECORDS

1. DEBTORS' NAMES AND MAILING ADDRESSES:

GULF COAST PACKAGE, LTD.
3 Lincoln Centre, Suite 900
5430 LBJ Freeway
Dallas, TX 75243

250906

75-2430642
Taxpayer ID Number

RECORDED Feb. 3, 1995 4:15 PM
IN BOOK 104 misc. PAGE 457
FEES 16.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

ELAND ENERGY, INC.
3 Lincoln Centre, Suite 900
5430 LBJ Freeway
Dallas, Texas 75234

75-2078004
Taxpayer ID Number

2. **SECURED PARTY'S NAME AND MAILING ADDRESS:**

COMERICA BANK - TEXAS, as Agent for itself ("Comerica"), BANK ONE TEXAS, N.A. ("Bank One"), and all other lending institutions which become "Banks pursuant to the terms of that certain Restated Loan Agreement dated December 28, 1994, among Debtor, Secured Party, Comerica and Bank One.

1300 NorthPark Center
Dallas, Texas 75205

75-0298530
Taxpayer ID Number

3. **FOR FILING OFFICER (Date, Time, Number and Filing Office):**

4. This Financing Statement covers the property described on Schedule I hereto (including all exhibits thereto).

ELAND ENERGY, INC. SEAL

ASSISTANT SECRETARY

DEBTORS:

GULF COAST PACKAGE, LTD.
By Eland Energy, Inc., General Partner

By
Tim Allen, President

ATTEST:

ELAND ENERGY, INC.

Kathleen Simpson
ASSISTANT SECRETARY

By
Tim Allen, President

SECURED PARTY:

ATTEST:

COMERICA BANK - TEXAS, AS AGENT

Kathleen W. Falco
Assistant Vice President

By
Reed V. Thompson, Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 28, 1994, by Tim Allen, President of Eland Energy, Inc., a Texas corporation, in its capacity as a general partner of Gulf Coast Package, Ltd., a Texas limited partnership on behalf of said limited partnership.

This instrument was acknowledged before me on December 28, 1994, by Tim Allen, President of Eland Energy, Inc., a Texas corporation, on behalf of said corporation.

Marilyn L. McKnight
Notary Public, State of Texas

Marilyn L. McKnight
Notary Public, State of Texas
My Comm. Expires 10/19/98

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 28, 1994, by Reed V. Thompson, a Vice President of Comerica Bank - Texas, a Texas banking corporation, on behalf of said corporation in its capacity as Agent.

Marilyn L. McKnight
Notary Public, State of Texas

Marilyn L. McKnight
Notary Public, State of Texas
My Comm. Expires 10/19/98

WYOMING SCHEDULE I

As used herein "Mortgagor" means either or both of Debtors, and "Mortgagee" means Secured Party.

1. Oil and Gas Producing Properties. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to (i) the oil, gas and mineral leases set forth on Exhibit A attached hereto and made a part hereof for all purposes, and any instrument executed in amendment, correction, modification, confirmation, renewal or extension of any such leases; (ii) the oil, gas and other minerals in and under the lands covered by the leases described on Exhibit A; (iii) the oil, gas and other mineral interests and estates in and under the lands covered by the leases described on Exhibit A including, but not limited to, working interests, royalties, overriding royalties and production payments; (iv) any and all oil, gas or other mineral leases or units covering, in whole or in part, the lands covered by the leases described on Exhibit A; and (v) all oil, gas and mineral leases in which Mortgagor now has or hereafter acquires an interest due to the pooling or unitization of the oil, gas and mineral leases described on Exhibit A or the land covered by such leases or portions of such lands or leases (it is expressly understood and agreed that (1) the Mortgagee shall not be liable in respect of the performance of any covenant or obligation of Mortgagor concerning such leases, and (2) any decimal fractional interests set out on Exhibit A pertaining to such oil and g&s leases have been appended for informational purposes only, and shall not limit in any way whatsoever the interest of Mortgagor in the leases.

2. Wells. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil wells, gas wells and other wells now or hereafter located on any of the lands described or referred to on Exhibit A, whether or not such wells are specifically described or referred to on Exhibit A.

3. Equipment. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all equipment, tanks, derricks, fixtures, houses, pumps, jacks, casings, tubing, rods, cable lines, pipe lines, flow lines, separators, buildings, machinery, tools, pipe and all other equipment, appurtenances, apparatus, appliances and property of every kind and character, movable or immovable, now or at any time hereafter located on any of the lands described or referred to on Exhibit A or which may now or hereafter be used or obtained in connection therewith.

4. Contract Rights. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all contracts, operating agreements, mineral purchase agreements, rights-of-way, easements, surface leases, permits, licenses, pooling or unitization agreements, pooling assignations and pooling orders and all other contracts or agreements pertaining to or affecting the lands, leases or wells described or referred to on Exhibit A or now or hereafter affecting any of the rights now or hereafter covered hereby which are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing of oil, gas or other minerals from any of the lands, leases or wells described or referred to on Exhibit A or from any properties unitized or pooled therewith.

5. Hydrocarbons. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom, and all other minerals in and under, and that may be produced and saved from, the lands described or referred to on Exhibit A.

6. Accounts and General Intangibles. All rights now owned or hereafter acquired by Mortgagor in all (i) accounts and general intangibles arising in connection with the sale or other disposition of the property described in paragraphs 1 through 5 above, and (ii) any and all

contract rights and general intangibles arising from or in connection with the leases and/or the lands described on Exhibit A.

7. Proceeds and Products. All of the proceeds and products of the property described in paragraphs 1 through 6 above whether presently existing or hereafter created or arising.

EXHIBIT A

As used herein "Debtor" means either or both of Debtors.

This Exhibit "A" contains specific descriptions of the properties which are subject to this financing statement.

Regardless of the particular tabulations of interest and other limiting descriptive matters, each property includes all of Debtor's interests in the lands described, and the leases covering same, including any special interests derived under leases or other instruments not specifically referred to.

Each reference to a lease in this Exhibit "A" shall be deemed a reference to said lease as said lease may have been amended and/or ratified by all amendments and/or ratifications heretofore executed, whether or not referred to herein. Reference is also made to each such lease and the record thereof for a description of the lands covered thereby and such description is incorporated herein by such reference.

"BPO" means before payout, "APO" means after payout, "ORRI" means overriding royalty interest, "WI" means working interest and "NRI" is the net revenue interest in production of oil and/or gas represented and warranted to be owned by Debtor in the properties described on this Exhibit "A," but this exhibit shall be deemed to cover any additional interests of Debtor that are in excess of the interests indicated below and such designations shall not be deemed a limitation on interests covered hereby.

In cases where the interest of Debtor is described as being an undivided decimal interest in all of the oil, gas and other minerals from described land and the interest of Debtor is a fee mineral interest subject to an outstanding oil, gas, and mineral lease, the decimal interest shown is the royalty interest payable to Debtor pursuant to the lease. In such cases, the actual mineral interest owned by Debtor will be a larger decimal, and will be subject to the outstanding lease, insofar as such lease remains in force and effect.

LM6012.GA

PURCHASE AND SALE AGREEMENT
EXHIBIT 1.6 - LEASES
EFFECTIVE NOVEMBER 1, 1994

Prospect Name WY-210 - BIRD CANYON

State of WY County of SUBLETTE

Lease	Lessor	Lessee	Date	Twsp	Rge	Sect	Description	Book	Page
WY-20878**	ST WY 73 35783	TERRY SHAFFER	09/02/73	28N	112W	36	S/2	NOT RECORDED	
				28N	112W	36	N/2		
WY-21007**SF	BARNEY JR ET UX, WILLIAM MEREDITH	OXY USA INC	11/21/92	28N	112W	26	NE/4SE/4 - ROAD ACCESS TO STATE J-1 WELL	NOT RECORDED	
WY-21008**SF	USA WYW-80913	CITIES SERVICE CO	07/20/82	29N	111W		SECTIONS 27 & 34	NOT RECORDED	
				28N	111W		SECTIONS 5,8,17-20,29,31 ACCESS ROAD TO STATE J #1		

SUBLETTE COUNTY, WY
PAGE 1 of 1

402

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of January 1, 1995, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignor") to **Sheffield Operating 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 all of Assignor's right, title and interest in and to the following (all of which are herein collectively called the "Interests"):

1. The oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), together with all the property and rights appurtenant or incident thereto, including without limitation, 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 all 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. The Vible #1 well located on the Lands, and more particularly described in Exhibit "A", 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".

250923

RECORDED Feb. 7, 1995 8:35AM
IN BOOK 100 M6 PAGE 463
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy [redacted]

1

[redacted]

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. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease as they relate to the Interests acquired hereunder.

B. The parties agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this subparagraph are "conspicuous" disclaimers for the purposes of any applicable law, rule, or order. Assignor makes this Assignment without representation or warranty of any kind, express or implied. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, (iii) OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND/OR, (iv) OF TITLE OR AGAINST INFRINGEMENTS. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION, AND ASSIGNOR DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCES OR CONDITIONS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ON OR RELATED TO THE PROPERTIES.

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. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., Leonard Hay and Donald R. Hembre.

F. 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:

Sheffield Exploration Company, Inc.

SHEFFIELD EXPLORATION COMPANY INC. SEAL 1981 DELAWARE

L. Hulen
Asst. Secretary

J. Samuel Butler
President

ASSIGNEE:

Sheffield Operating Company, Inc.

By: SHEFFIELD OPERATING COMPANY, INC.
Title: J. Samuel Butler
President & Chief Executive Officer

Attest:
By:
Title: Asst. Secretary

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of January, 1995, by J. Samuel Butler, President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires 7-18-98

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of January, 1995, by J. Samuel Butler as President of Sheffield Operating Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires 7-18-98

EXHIBIT "A"

OIL AND GAS LEASE AND LANDS

Vible Lease. That certain Oil and Gas Lease dated September 16, 1994, from Elva Louise Vible, a widow, as Lessor, to Leonard Hay, as Lessee, said lease being recorded in Book 99 Oil & Gas, Page 83 of the records of the Clerk of Sublette County , Wyoming ("Lease"), and covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 108 West, 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

Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4

Township 31 North, Range 109 West, 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)

WELL

Vible #1 Well, located in the SE/4NE/4 of Section 11, T31N, R101W, 6th P.M.

467

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of November 1, 1994, at 7:00 a.m. at the location of the properties ("Effective Time"), is from **Sheffield Exploration Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignor") to **Sheffield Operating 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 all of Assignor's right, title and interest in and to the following (all of which are herein collectively called the "Interests"):

1. The oil and gas lease and lands described in Exhibit "A" attached hereto (the "Lease" and "Lands"), subject to the depth restriction set forth in Exhibit "A", together with all the property and rights appurtenant or incident thereto, including without limitation, 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 all 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. The Jensen #1 and #2 wells located on the Lands, and more particularly described in Exhibit "A", 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".

250924

1

RECORDED Dec. 7, 1995 8:35AM
IN BOOK 100 PAGE 467
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLER[redacted]

[redacted] [redacted] [redacted]

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. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens arising under the Lease and the agreements affecting the Lease as they relate to the Interests acquired hereunder.

B. The parties agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this subparagraph are "conspicuous" disclaimers for the purposes of any applicable law, rule, or order. Assignor makes this Assignment without representation or warranty of any kind, express or implied. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, (iii) OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND/OR, (iv) OF TITLE OR AGAINST INFRINGEMENTS. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION, AND ASSIGNOR DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCES OR CONDITIONS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ON OR RELATED TO THE PROPERTIES.

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. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., Leonard Hay and Donald R. Hembre.

F. 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:

Sheffield Exploration Company, Inc.

Attest:

SHEFFIELD EXPLORATION COMPANY, INC. CORPORATE SEAL 1981 DELAWARE

Donald L. Hilles
Assistant Secretary

J. Samuel Butler
President

ASSIGNEE:

Sheffield Operating Company, Inc.

Attest:

By:
Title: **SHEFFIELD OPERATING COMPANY, INC.**
J. Samuel Butler
President & Chief Executive Officer

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of January, 1995, by J. Samuel Butler, President of Sheffield Exploration Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: **My Commission Expires 7-18-98**

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of January, 1995, by J. Samuel Butler as President of Sheffield Operating Company, Inc.
Witness my hand and official seal.

Notary Public

My commission expires: **My Commission Expires 7-18-98**

EXHIBIT "A"

OIL AND GAS LEASE AND LANDS

1. Jensen Lease. That certain Oil and Gas Lease dated July 1, 1975, from Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, to Leonard Hay, as Lessee, recorded February 20, 1980 at Book 58 Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 58 Oil and Gas, Page 634; and a Ratification thereof dated February 20, 1980 recorded at Book 59 Oil and Gas, Page 687 (all said recordings being with the County Clerk of Sublette County, Wyoming), said lease covering the following described lands in Sublette County, Wyoming:

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

Section 10:	NE/4SE/4, S/2SE/4
Section 11:	Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14:	Lots 1, 2, NE/4NW/4
Section 15:	Lots 1, 2

Together with all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtènant to Lots 2, 3, 4, 5, 6 and 7 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, all in T31N, R109W, 6th P.M.

LIMITED HOWEVER, to those depths and interests in the above-described lease and lands from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen #1 well.

WELLS

Jensen #1 Well, located in the SW/4NW/4 of Section 11, T31N, R109W, 6th P.M.

Jensen #2 Well, located in Lot 7 (SE/4SE/4) of Section 11, T31N, R109W, 6th P.M.

Form 3100-11
(October 1992)

UNITED STATES 471
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No.
W-129977

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 Texaco Exploration & Production Inc.
   Street P. O. Box 2100
   City, State, Zip Code Denver, Colorado, 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. 27 N R. 104 W Meridian 6th PM State WY County Sublette

   Sec. 14: All
   Sec. 15: All
   Sec. 26: N½NW

250925

RECORDED Feb 7 1995 9:10a M
IN BOOK 100 M+G PAGE 471
FEES 12.00 Mary L. Countryman CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Amount remitted: Filing fee $ 75.00 Rental fee $ 2040.00 Total acres applied for 1360.00
Total $ 2115.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
93 JUL 20 AM 9:10
RECEIVED
CHEYENNE, WYOMING

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Jean Nieboy
(Signing Officer)

for SUPERVISORY LAND LAW EXAMINER JUL 30 1993
(Title) (Date)

EFFECTIVE DATE OF LEASE AUG 01 1993

ORIGINAL NEW

(Continued on reverse)

public domain and acqui[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 a[redacted]ns), or 300,000 acres in leases in each leasing Di[redacted]in of which up to 200,000 acres may be in options, (4) [redacted] 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 20th day of July, 19 93. Leatrice A Jones agent

(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 the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

*U.S. GPO: 1992-774-017/67034

CERTIFIED
to be a true [illegible] copy
of the official records on file
JAN 19 1995
BUREAU OF [illegible]MENT

(October 1992) [redacted]

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

Serial N[redacted]

W-129989

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 Texaco Exploration & Production Inc.
   Street 6f 2100
   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: BR-Salt Lake City Unit/Project Eden 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. 27N R. R 105 W Meridian 6th PM State Wy County Sublette

   Sec 18: Lot 1—4, E2, E2W2
   19: Lot 1, 2, 5—8, E2, E2W2
   28: all
   29: all
   32: all
   33: all

250926

RECORDED Feb. 7, 19 95 9:10 AM
IN BOOK 100 Misc PAGE 474
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

Amount remitted: Filing fee $ 75.00 Rental fee $ 710.50 Total acres applied for 3806.03
Total $ 785.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
93 JUL 28 AM 11:35
RECEIVED
CHEYENNE, WYOMING

Total acres in lease _____
Rental retained $ _____

is 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 l 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 plicable 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 ers hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

TE: 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 ination and those specified on this form.

e and primary term of lease:

loncompetitive lease (ten years)

ompetitive lease (ten years)

ther _____

(THE UNITED STATES OF AMERICA

by Pamela J Lewis
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 16 1993
(Date)

EFFECTIVE DATE OF LEASE SEP 1 1993

MBW

inued on reverse)

ORIGINAL

474

State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this 28th day of July, 19 93. Beatrice A. Jones Agent

(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.

*U.S. GPO: 1992-774-017/67034

[redacted] [redacted] [redacted]

CERTIFIED
to be a true comparative copy
of the original records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

476

Form 3100-11
(October 1992)

UNITED STATES 477
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
W-129990

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 Texaco Exploration & Production Inc.
Street Ste 2100
City, State, Zip Code Denver Co 80201

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. 27 N R. 107 W Meridian 6th State Wy. County Sublette

Rec'd: Lots 1, 3, 4, SE¼NE¼, S½NW¼, SW¼, E½SE¼ 2925.14
2: Lots 1—4, S½N½, S½
3: Lots 1—4, S½N½, S½
11: all
12: Lots 1—3, W½NE¼, W½.
T 28 N 107 960
Rec'd 27: W½
34: all

250927

RECORDED Feb 7 1995 9:10a M
IN BOOK 100 016 PAGE 477
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sorbo

Amount remitted: Filing fee $ 75 Rental fee $ 5827.50 Total acres applied for 3884.44
Total $ 5902.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 18 1995
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
93 JUL 28 AM 11:35

Total acres in lease 3885.44
Rental retained $ 5829.00

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:

X 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) AUG 16 1993 (Date)

EFFECTIVE DATE OF LEASE SEP 1 1993

MWW

(Continued on reverse)

ORIGINAL

[redacted] [redacted] [redacted]

leases in each leasing Di[redacted]ion of which up to 200,000 acres may be in options, (4) [redacted] not considered a minor under the laws of the State in whi[redacted] covered by this offer are located; (5) offeror is in [redacted] 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 28th day of July, 19 93. Leatrice A Jones agent.

(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.

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

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

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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.

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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.

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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.

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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.

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

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

*U.S. GPO: 1992-774-017/67034

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

(October 1992)

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGE[redacted]

[redacted]

OFFER TO LEASE AND LEASE FOR OIL AND GAS

W-129991

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 Texaco Exploration & Production Inc
   Street Bld 2100
   City, State, Zip Code Denver Co 80201

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: BR-Salt Lake City Unit/Project Eden Project
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): 9 3 / _____ / _____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. 27 N R. R106W Meridian 6th PM State Wy. County Sublette

   Sec 14: all
   15: all
   35: E2.

250928

RECORDED July 7 1995 9:10a M
IN BOOK 100 pg 6 PAGE 480
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sarton

RECEIVED
CHEYENNE, WYOMING
93 JUL 28 AM 11:35
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W-129991

Amount remitted: Filing fee $ 75.00 Rental fee $ 2400.00 Total acres applied for 1600 ±
Total $ 2475.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

[X] Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) AUG 16 1993 (Date)

EFFECTIVE DATE OF LEASE SEP 1 1993

(Continued on reverse)

ORIGINAL

MBW

480

State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this 28th day of July, 19 93. Kathleen Jones agent.

(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.

*U.S. GPO: 1992-774-017/67034

[redacted] [redacted] [redacted]

CERTIFIED

to be a true and accurate [illegible] copy
of the official record

JAN 10 1995

[illegible]

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

483

Serial No. W-129749

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 Texaco Exploration and Production Inc
   Street Box 2100
   City, State, Zip Code Denver Co 80237

RECEIVED
93 JUN 18 AM 10 57
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

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.: WY9506-413 *Sale Date (m/d/y): 8/17/93
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

WY 908

250929

RECORDED Feb. 7 1995 9:10 AM
IN BOOK 100 M+G PAGE 483
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Amount remitted: Filing fee $ 75.00 Rental fee $ 3762.00 Total acres applied for 2507.20
Total $ 3837.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) JUN 29 1993 (Date)

EFFECTIVE DATE OF LEASE JUL 01 1993

ORIGINAL

(Continued on reverse)

acres in leases and 200, [redacted] options in either leasing District in Alaska; (4) offeror [redacted] lered a minor under the laws of the State in which the la[redacted] by this offer are located; (5) offeror is in compli[redacted]ifications 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 that accepts more land than was included in this offer given to offeror at the time this offer was filed but excluded for any reason from this lease. The offeror further agrees that this offer, or any portion of it, cannot be withdrawn, 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 18th day of June, 19 93. Leatrice A Jones agent.

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95010

CERTIFIED

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

JAN 19 1995

BUREAU OF LAND MANAGEMENT

WYW129749 2507.200 Acres
T.027ON, R.105OW, 06th PM, WY
sec. 017 N2NE,SWNE,W2,SE;
020 ALL;
021 ALL;
030 LOTS 1-4;
030 E2,E2W2;
Sublette County

CERTIFIED
to be a true and comparative copy
of the official record on file
JAN 17 1995
BUREAU OF LAND MANAGEMENT

Form 3100-11
(October 1992)

UNITED STATES 487
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No.

W-129973

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: Texaco Exploration & Production Inc.
   Street: P. O. Box 2100
   City, State, Zip Code: Denver, Colorado, 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. 27 N R. 107 W Meridian 6th PM State WY County Sublette

   Sec. 30: Lots 1,2,3,4, E½W½, E½
   Sec. 32: All

250930

RECORDED Feb. 7, 1995 9:10 AM
IN BOOK 100 PAGE 487
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Amount remitted: Filing fee $ 75.00 Rental fee $ 1900.50 Total acres applied for 1266.56
Total $ 1975.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

Total acres in lease _____
Rental retained $ _____

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
93 JUL 20 AM 9:05

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)

for SUPERVISORY LAND LAW EXAMINER (Title) JUL 30 1993 (Date)

EFFECTIVE DATE OF LEASE AUG 01 1993

ORIGINAL MBW

(Continued on reverse)

[redacted] [redacted] [redacted]

located; (5) offeror is [redacted] with qualifications concerning Federal coal lease holdi[redacted]d in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offe[redacted]pliance 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.

Your 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 July, 19 93. Leatrice A Jones agent

(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.

*U.S. GPO: 1992-774-017/67034

CERTIFIED
to be a true comparative copy
of the original records on file
JAN 19 1995
BUREAU OF LAND MANAGEMENT

Form 3000-3
(October 1992)

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

[redacted]
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-108915

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* High Plains Associates, Inc.
   Street 1600 Broadway, Suite 1565
   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 35 North, Range 113 West, 6th P.M. Sec 3: Lots 1,2,3,4, S½N½, SW¼, N½SE¼ Sec 4: Lots 1,2,3,4, S½N½, SW¼ Sec 5: Lots 1,2,3,4, S½N½, S½ Sec 7: Lots 1,2,3,4, E½, E½W½ Sec 8: NE¼NE¼, W½NE¼, NW¼, NE¼SW¼, W½SW¼ Sec 9: N½NW¼ Sec 10: SW¼NE¼, N½NW¼, SE¼NW¼, NE¼SW¼, NW¼SE¼ Sec 17: SE¼NW¼ Sec 18: Lots 1,2,3,4, NE¼, E½W½, SE¼SE¼ Sec 19: Lot 1, NE¼NE¼, NE¼NW¼, SE¼SW¼, E½SE¼ Sec 20: S½NE¼, SE¼NW¼ containing 3,863.04 acres, more or less Sublette County, Wyoming	100%	100%	-0-	0.5%	5.5%

251028

RECORDED Feb. 14 1995 9:20a M
IN BOOK 100 Misc 6 PAGE 490
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 for attached land description

Assignment approved effective _____

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

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

490

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. [illegible]

491

STATE OF MONTANA)
COUNTY OF YELLOWSTONE)

On this 8th day of DECEMBER, 1994, before me, a Notary Public in and for said County and State, personally appeared DOUGLAS R. HANSEN, known to me to be the President of LOMA ENERGY CORP., and acknowledged to me that he executed the same as his free and voluntary act and deed of said corporation and who further acknowledged that he was fully authorized so to do.

WITNESS my hand and seal the day and year first hereinabove written.

My Commission Expires: [illegible]

Jill M. Kochler
Notary Public in and for the State of Montana

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 8th day of December, 1994

Name of Assignor as shown on current lease: Loma Energy Corp.
Please type or print

Assignor By: [signature] (Signature)
or Douglas R. Hansen, President
Attorney-in-fact
(Signature)
ATTEST: Lori A Hansen
(Assignor's Address)
Lori A. Hansen, Secretary
(State) Billings, MT 59104 (Zip Code)

Executed this 16th day of January, 1995

HIGH PLAINS ASSOCIATES, INC.

Assignee By: Jonathan S. Roderick (Signature)
or Jonathan S. Roderick Vice President
Attest: Lynne M. Romanchuk (Signature) Secretary

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 OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned PETROLEUM, INC. (1300 Epic Center, 301 N. Main, Wichita, KS 67202), is the owner of an undivided interest in and to the Oil and Gas Lease(s) as described on the Exhibit 'A' attached to and made a part of this Assignment of Oil and Gas Lease(s).

NOW THEREFORE, 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, the undersigned PETROLEUM, INC., hereinafter referred to as Assignor, does hereby assign, transfer and set over a portion of Assignor's interest in and to the Oil and Gas Lease(s) described on the attached Exhibit 'A' unto the Assignees set out on the SCHEDULE OF ASSIGNEES AND PERCENT OF INTEREST, attached hereto and made a part hereof, together with the rights incident thereto and all producing wells, service wells and related facilities, including all casing, pipe, tanks, equipment, materials and other personal property therein, thereon, appurtenant thereto or used or obtained in connection therewith, together with all oil, gas and other hydrocarbons produced from the lease(s) and/or the unit to which said lease(s) is attributed.

The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignees subject to the overriding royalties and/or other burdens out of or with respect to production with which said lease acreage is encumbered, and subject to the terms of any agreements under which it may have been acquired by Assignor and the Assignees hereby assume and agree to pay their proportionate part of each of said overriding royalties and/or other burdens to the extent that they are or remain a burden on the lease acreage herein assigned and to comply with the terms of any agreements under which the lease acreage may have been acquired.

In the event the Oil and Gas Lease(s) and land herein assigned cover less than the entire oil, gas and mineral leasehold estate, or in the event all or any portion of the leases are pooled with other leases in a properly-formed producing unit, then the interests herein assigned shall be reduced proportionately on a net acreage basis. In the event production has been obtained prior to the date of this Assignment on any of the leases herein assigned, the effective date of this Assignment shall be the date of first production from the producing lease or leases.

The provisions hereof shall be considered and construed as covenants running with the leasehold estate and shall be available to and binding upon the respective heirs, administrators, successors and assigns as to the Assignor and the Assignees herein.

This Assignment is made without warranty of title, either express or implied.

EXECUTED this 21st day of December, 1994.

PETROLEUM, INC.

By _____
Carol S. Frazier, Attorney-in-Fact

251029

RECORDED Feb. 14 1995 9:30a M
IN BOOK 100 Opt 6 PAGE 492
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The foregoing instrument was executed/acknowledged before me this 21st day of December, 1994 by Carol S. Frazier, Attorney-in-Fact for PETROLEUM, INC., a Kansas corporation, on behalf of said corporation.

My Commission Expires: 5-11-98

SHERRY FRASER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 5-11-98

_____
SHERRY FRASER **Notary Public**
c/o Petroleum, Inc.
1300 Epic Center
301 N. Main
Wichita, KS 67202

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL AND GAS LEASE(S)

ASSIGNOR: PETROLEUM, INC.

SCHEDULE OF ASSIGNEES AND PERCENT OF INTEREST

NAME OF ASSIGNEE	INTEREST
OLIVE OIL L.C. 300 W. Douglas Suite 1000 Wichita, KS 67202	45.961208
JACK J. KORFF	0.108948
CHARLES B. WEST	2.178808
J. THOMAS LESNAU, JOHN R. THOMAS, JR. AND JAMES E. THOMAS, TRUSTEES OF THE JOHN RUSSELL THOMAS DISCLAIMER TRUST	0.217898

Fogarty Creek Unit

ITEM LEASE & SEQUENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE / EXP.DATE	BOOK / COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
0700 0700	WYOMING STATE LAND AND FARM LOAN OFFICE	ETTA MANDEL	3/02/66 3/02/76	SERIAL SUBLETTE	#66-5165 CO., WY.	640.0000	640.0000
	LEGAL DESCRIPTION ALL 16-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16						
0800 0800	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	THOMAS HALAGAN	1/01/74 1/01/84	SERIAL SUBLETTE	#W-42791 CO., WY.	266.6500	266.6500
	LEGAL DESCRIPTION 28N-114W - LOTS 7, 8 & 12 SEC. 5; N/2 NW/4, SE/4 NW/4 & NE/4 SW/4 SEC. 21 AS TO ALL RIGHTS ABOVE 9,630'						
4300 4300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	J. E. JOUJON-ROCHE	4/01/68 4/01/78	SERIAL SUBLETTE	#11603 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION NE/4 21-28N-114W FROM SURFACE TO 100' BELOW T.D. FOGARTY CREEK #2-16						
27400 27400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ZAREPHA DOBBINS	12/01/75 12/01/85	SERIAL SUBLETTE	#52811 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION NW/4 22-28N-114W ALL RIGHTS ABOVE 9,630'						
37401 37401	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN P. ELLBOGEN	12/01/67 12/01/77	SERIAL SUBLETTE	#9578 CO., WY.	1360.0000	1360.0000
	LEGAL DESCRIPTION 28N-114W - W/2 SEC. 3; NW/4 & E/2 SEC. 4; NE/4 SEC. 5; S/2 NW/4 & NE/4 SEC. 9; NW/4 SEC. 10 BELOW 8,838'						
000 000	U. S. DEPARTMENT OF INTERIOR	DONALD B. ANDERSON	10/01/64 10/01/74	38 SUBLETTE	373 CO., WY.	567.6200	567.6200

494

YSTEM LEASE & EFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
	BUREAU OF LAND MANAGEMENT						
	LEGAL DESCRIPTION						
	28N-114W - LOTS 9, 10 & 16 SEC. 5; LOTS 10, 11, 12, 13, 14, 17, 18, 19 & 20 SEC. 8; W/2 SW/4 & SE/4 SW/4 SEC. 21 FROM SURFACE TO 8,010'						
924200 924200	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	PHILADEPHIA OIL CO. OF CALIF.	11/01/66 11/01/76	SERIAL SUBLETTE	#2120 CO., WY.	320.0000	320.0000
	LEGAL DESCRIPTION						
	W/2 15-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16						
924400 924400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN A. YATES	11/01/65 11/01/77	SERIAL SUBLETTE	#0320214 CO., WY.	1302.0400	1302.0400
	LEGAL DESCRIPTION						
	29N-114W - LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 34; LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 35 ALL DEPTHS ABOVE 9,630'						
934000 934000	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	GEORGE C. REEVES	11/01/65 11/01/75	SERIAL SUBLETTE	#0320213 CO., WY.	1413.6000	1413.6000
	LEGAL DESCRIPTION						
	28N-114W - LOTS 1, 2, 3 & 5-20 SEC. 17; LOTS 1-20 SEC. 20 FROM SURFACE TO 8,010'.						
934100 934100	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	4/01/66 4/01/76	SERIAL SUBLETTE	#0322610 CO., WY.	200.1300	200.1300
	LEGAL DESCRIPTION						
	LOT 4 17-28N-114W & NW/4 12-28N-115W FROM SURFACE TO 8,010'						
934200 934200	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ETTA MANDEL	2/01/66 2/01/76	SERIAL SUBLETTE	#0322083 CO., WY.	1092.8000	1092.8000
	LEGAL DESCRIPTION						

STEM LEASE & RENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
	LOTS 5-8, S/2 SEC. 1; E/2 SEC. 12; E/2 SEC. 13-28N-115W SURFACE TO 8010'						
34300 34300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	12/01/65 12/01/75	SERIAL SUBLETTE	#036055 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION						
	SW/4 12-28N-115W SURFACE TO 8,010'						
33900 33900	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	7/01/67 7/01/77	SERIAL SUBLETTE	#6317 CO., WY.	40.0000	40.0000
	LEGAL DESCRIPTION						
	LOT 11 5-28N-114W FROM SURFACE TO 8,010'						

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 1994, by and between Margaret E. Conwell, Trust B

of c/o First InterstateBank of Wyoming N.A., P.O. Box 20 Casper, WY 82602 hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd, Littleton, CO 80127-5775, hereinafter called lessee:

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

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

First Interstate Bank of Denver, N.A., Agent for First Interstate Bank of Wyoming, N.A. executes the foregoing instrument solely in its capacity as Trustee under Agreement of Margaret E. Conwell and not in its corporate capacities, make no warranties or representations of title either express or implied, and any liability asserted against said Agent or Trustee because of its execution of this instrument shall be satisfied solely from assets held by First Interstate Bank of Denver, N.A., or First Interstate Bank of Wyoming, N.A., as Agent or Trustee.

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 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXXXX~~ 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 of 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 First Interstate Bank at Denver, Colorado ~~XXXXX

[redacted] following such execution, shall furnish lessor [redacted] copy of such unit agreement by mail to lessor [redacted] address as shown by lessee's [redacted] shall give lessor written notice of approval [redacted] in the same manner within a reasonable [redacted] see 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.

Lessee agrees not to sell, bargain or convey this Oil & Gas Lease for a consideration greater than that paid to Lessor, prior to the establishment of production in the Unit to be formed, in which this lease is to be committed. If Lessee violates this clause this lease shall automatically terminate and Lessee shall be required to immediately provide Lessor with a recordable release of said lease. However, Lessee shall not be prohibited from assigning or conveying this lease at any time in part or whole as long as Lessee does not assign or convey this lease for additional consideration as stated above.

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

Susan L. Howard

Susan L. Howard, Banking Officer

First Interstate Bank of Denver N.A.
Agent for First Interstate Bank of Wyoming, N.A., Trustee of the Margaret E. Conwell, Trust B

X

Terry L. Oliver
Assistant Vice President/Trust Officer

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

My commission expires:

.....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

My commission expires:

.....

Notary Public

STATE OF COLORADO
COUNTY OF DENVER } SS.

(Corporation—~~Wyo.~~ COLORADO)

On this 31st day of January, 19 95, before me appeared Terry L. Oliver, to me personally known, who, being by me duly sworn, did say that he is Vice President of First Interstate Bank of Denver, N.A., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Susan L. Howard acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: August 19th, 1996

Vickie A. Seder
Vickie A. Seder 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: .....

KNOW ALL MEN BY THESE PRESENTS, that:

Starwood, Inc., a Texas Corporation
73 North Ranch Road
Littleton, Colorado 80127-5775

hereinafter called Assignor, for and in consideration of the sum of ten and more dollars ($10.00+) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto:

NAME	INTEREST
Richard A. Wertenberger and Tammie L. Wertenberger, husband and wife, as Joint Tenants with rights of survivorship P.O. Box 244 Chippewa Lake, Michigan 49320-0244	50%
Richard W. Miller and Stacey Q. Miller, husband and wife, as Joint Tenants with rights of survivorship P.O. Box 1156 Fort Collins, Colorado 80522	50%

hereinafter called Assignees, an undivided Two Percent of Eight/Eighths (2% of 8/8ths) of all oil and or gas produced, saved and sold from said land covered by the oil and gas leasehold estate described below, or any extensions or renewals thereof.

It is the intent of this instrument to assign an interest, commonly known as an overriding royalty, the fractional interest assigned of the gross oil and, or gas which may be produced from said lands, free and clear of all costs of drilling, completing, equipping and operation of all oil and, or gas wells that may be drilled or exist under the present leasehold estate, containing a total of 2,754.17 acres, more or less, owned by the Assignor located in Sublette County, State of Wyoming and more particularly described, to-wit:

Oil and Gas Lease dated April 15, 1994 by and between Michael D. Marincic and Dorothy Antonia Marincic as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988, Lessors, and Starwood, Inc., a Texas Corporation, Lessee, recorded in Book 96 O&G, at Page 545 of the records of Sublette County, Wyoming INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 30 North, Range 110 West, 6th P.M.

Section 3:	Lots 2, 8, 9, SW/4NE/4, SE/4NW/4, NE/4SW/4, W/2SE/4
Section 4:	Lots 1, 2, 5, 6, 7, SW/4NE/4
Section 9:	Lots 1, 4, 6, 7, W/2SE/4
Section 10:	Lots 1, 2, 4, 5, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 15:	NW/4NE/4, NE/4NW/4

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

251063

RECORDED Feb. 16, 1995 10:40 AM
IN BOOK 100 pm6 PAGE 499
FEES 10.20
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sapton

[redacted]ship 31 North, Range [redacted]est, 6th P.M.

Section 16: Lots 4, 5, 6, 7, 8, SW/4SW/4, NW/4SE/4, E/2SE/4
Section 21: Lots 1, 2, 7, 10
Section 22: Lots 1, 2, W/2NW/4, E/2SW/4
Section 27: Lots 1, 5, 6, 7, 8, 9, NE/4NW/4
Section 28: SE/4NE/4, E/2SE/4
Section 33: SE/4
Section 34: Lots 1, 2, 4, 5, 6, 7, W/2SE/4

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

All above lands containing 2,754.17 acres, more or less.

It is also the intent of this instrument to convey an undivided Two Percent of Eight/Eighths (2% of 8/8ths) of all oil and or gas produced, saved and sold from said land covered by the mineral interest owned by Harvey Dean Luce, a single man, in any of the described lands as herein referenced by a Ratification and Rental Division Order dated May 26, 1994, by and between Harvey Dean Luce, a single man and Starwood, Inc., a Texas Corporation, recorded in Book 96 O&G, at Page 677 of the records of Sublette County, Wyoming. Therefore, the overriding royalty interests herein conveyed shall be both a gross and net of an undivided Two Percent of Eight/Eighths (2% of 8/8ths) in and to all of the lands described in the above lease.

Assignor, for itself, its successors and assigns, does covenant with the said Assignees, their successors and assigns, that it is the lawful owner of the said lease and rights and interest thereunder, insofar as conveyed by this instrument, that Assignor has good lawful right and authority to sell and convey the same, and that said rights, interests and properties are free and clear of all liens and encumbrances affecting said rights.

TO HAVE AND TO HOLD said overriding royalty interest unto Assignees herein, their successors and assigns, forever, subject to the terms and provisions of said lease as above set forth, and Assignor for itself, its successors and assigns does hereby covenant to forever warrant and defend the same against every person lawfully claiming, or to claim, the same or any part thereof.

Executed this 15 day of December, 1994.

Starwood, Inc., a Texas Corporation

BY: Don R. Holloway Don R. Holloway

President - Don R. Holloway

ATTEST:

By: Paige T. Holloway

Secretary - Paige T. Holloway

STATE OF COLORADO)
)
COUNTY OF JEFFERSON)

On this 15th day of December, 1994, before me appeared Don R. Holloway, to me personally known, who, being by me duly sworn, did say that he is the President of Starwood, Inc., a Texas 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 Don R. Holloway acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

BETTY A. SIMONDS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/04/1997
[illegible] W. Ken Caryl Ave.
Littleton, CO 80127

Betty A. Simonds
Notary Public

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135141

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 Shama Zoe Ltd Ptnrshp
Street 7128 S Poplar Ln
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)* 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 _____

251099

RECORDED Feb. 21 1995 9:25AM
IN BOOK 100 Misc PAGE 502
FEES $ 8.00
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

Land included in lease:

T. 034 0N R. 111 0W 06th Meridian WY State Sublette County

sec 002 LOTS 3 4;
003 LOTS 1;
003 SENE E2SE;
012 N2;

Total acres in lease 557.230
Rental retained $ 837 00

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 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 cable 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 s hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

E: 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 nation and those specified on this form.

and primary term of lease:

oncompetitive lease (ten years)

ompetitive lease (ten years)

her _____

nued on reverse)

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Land Law Examiner (Title) JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

503

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

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

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

Duly executed this 17 day of February, 19 95. Gilman A. Hill
(Signature of Lessee or Attorney-in-fact)
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 impact 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 INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135139

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 Shama Zoe Ltd Ptnrshp
   Street 7128 S Poplar Ln
   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 5840, 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 _____

251100

RECORDED Feb. 21, 1995 9:25a M
IN BOOK 100 Otg PAGE 504
FEES $ 8.00
SUBLETTE 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

Land included in lease:

T. 029ON R. 111OW 06th Meridian WY State Sublette County

sec 012 SWNW;
023 NESW;

Total acres in lease 80.000
Rental retained $ 120 00

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 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 icable 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 ers hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

TE: 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 ination and those specified on this form.

e and primary term of lease:

loncompetitive lease (ten years)

ompetitive lease (ten years)

ther _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Land Law Examiner (Title)

JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

inued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided by 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 17 day of February, 1995

Gilman A. Hill
(Signature of Lessee or Attorney-in-fact)
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.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135147

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 Zoe Ltd Ptnrshp
   Street: 7128 S Poplar Ln
   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)* 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 _____

25110T

RECORDED Feb. 21, 1995 9:25 AM
IN BOOK 100 Misc 6 PAGE 506
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathye Saxton

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

DO NOT WRITE BELOW THIS LINE

Land included in lease:

T. 033ON R. 112W 06th Meridian WY State Sublette County

sec 001 LOTS 2-4;
001 S2N2 S2;
002 LOTS 1-4;
002 S2N2 S2;

Total acres in lease 1239.060
Rental retained $ 1860.00

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)

Land Law Examiner (Title) JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

(continued on reverse)

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 [illegible],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 17 day of February, 19 95 Lehman A. Hall
General Partner
(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 [illegible] 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 [illegible]y 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 3120-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW 135132

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 Lea g 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 Gen s Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETI

1. Name Shama Zoe Ltd Ptnrshp
   Street 7128 S Poplar Ln
   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 _____

251102

RECORDED Feb. 21, 1995 9:25a M
IN BOOK 100 Pt6 PAGE 508
FEES $ 8.00 Mary L. Lubbesmeyer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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. 035ON R. 110OW 06th Meridian WY State Sublette County

sec 007 LOTS 1-3;
007 E2 E2W2;
008 W2 W2SE;
028 SWSE;
029 SW;
030 NESE S2SE;
031 NE;
032 W2NW,W2SE SESE;
033 E2SW;

1729.780
Total acres in lease
2595 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 (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Mary J. Kingwell
(Signing Officer)

Land Law Examiner
(Title)

JAN 0 3 1995
(Date)

EFFECTIVE DATE OF LEASE FEB 0 1 1995

FOR LESSEE

(Continued on reverse)

509

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 17 day of February, 19 95 : Gilman A. Hill
General Partner
(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' 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
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -3 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.: WYW-131922

Lease Effective Date (Anniversary Date): 4-1-94

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** 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

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
T35N-R111W, 6th P.M. Sec. 15: All Sec. 22: All Sec. 23: S½N½, S½ Sec. 24: All Sec. 27: N½N½ Containing 2560.00 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251103

RECORDED Feb. 21 1995 9:25 AM
IN BOOK 100 Q+6 PAGE 510
FEES $ 8.00 Mary L. Lou COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR ASSIGNOR

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 1 1994

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

/s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 23 1994
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to

5. If any payment out of production or similar interests, arrangements or payments [illegible] carved out of the interest being assigned, or if any such

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

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.

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

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

Executed this 30th day of Sept, 19 94

Name of Assignor as shown on current lease Douglas K. Sauter
Please type or print

Assignor Douglas K Sauter
(Signature)

or

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 19 94

Shama Zee Limited Partnership

Assignee Gilman A. Hill
(Signature)

or [illegible]

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.

Form 3000-3
June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -3 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.
WYW-131921

Lease Effective Date (Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** 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

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. 8: N½SE¼, SE¼SE¼ Sec. 9: S½ Sec. 10: S½SW¼ Containing 520.00 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251104

RECORDED Feb 21, 1995 9:25AM
IN BOOK 100 Q 46 PAGE 512
FEES $ 8.00 Mary L. Lohnes COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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 effective NOV 1, 1994

☐ Assignment approved for attached land description

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

/s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 23 1994
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to

5. If any payment out of production or similar interests, arrangements or payments

512

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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 CFP 3241).

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

Executed this 30th day of SEPT., 19 94

Name of Assignor as shown on current lease Douglas K. Sauter
Please type or print

Assignor Douglas K. Sauter
(Signature)

or

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 19 94

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
(Signature)

or Gilman A. Hill, General Partner

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 with its jurisdiction.

Form 3000-3
(June 1988)

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -3 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.
WYW-131920

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   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
T30N-R111W, 6th P.M. Sec. 22: All Sec. 23: All Sec. 25: W½NE¼, W½, NW¼SE¼ Containing 1720.00 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251105

RECORDED Feb. 21, 1995 9:20AM
IN BOOK 100 916 PAGE 514
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sackett

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 1 1994

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

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

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 23 1994
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

...payment out of production or similar interests, arrangements or payments

514

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30th day of Sept., 19 94

Name of Assignor as shown on current lease Douglas K. Sauter

Please type or print

Assignor Douglas K. Sauter
(Signature)

or

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 19 94

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
(Signature)

or Gilman A. Hill, General Partner

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.

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -3 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.
WYW-131915

Lease Effective Date (Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
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.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T33N-R110W, 6th P.M. Sec. 30: Lots 1-4, E½, E½W½ Containing 638.08 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251106

RECORDED Feb. 21 1995 9:25a M
IN BOOK 100 Q+6 PAGE 516
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sexton

FOR ASSIGNOR

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 1 1994

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

/s/ PAMELA J. LEWIS

(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER DEC 23 1994

(Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

...of production or similar interests, arrangements or payments

516

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30Th day of SEPT, 19 94

Name of Assignor as shown on current lease Douglas K. Sauter
Please type or print

Assignor Douglas K. Sauter
or (Signature)

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 1994

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
or (Signature)

Attorney-in-fact Gilman A. Hill, 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 within its jurisdiction.

orm 3000-3
une 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-131914

Lease Effective Date
(Anniversary Date)
4-1-94

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 his 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-R110W, 6th P.M. Sec. 20: All Containing 640.00 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251107

RECORDED Feb. 21, 1995 9:25AM
IN BOOK 100 Misc PAGE 518
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soda

FOR ASSIGNOR

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

Assignment approved for above described lands;

☐ Assignment approved for attached land description

ignment approved effective NOV 1 1994

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

/s/ PAMELA J. LEWIS — SUPERVISORY LAND LAW EXAMINER — DEC 23 1994

(Authorized Officer) (Title) (Date)

Tear — PART C: GENERAL INSTRUCTIONS — Tear

519

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30th day of Sept, 19 94

Name of Assignor as shown on current lease Douglas K. Sauter

Please type or print

Assignor Douglas K. Sauter
(Signature)

or

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 19 94

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
(Signature)

or

Attorney-in-fact Gilman A. Hill, 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 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-131913

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee***
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)* ☒ 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-R110W, 6th P.M. Sec. 21: Lots 3-6, 8, NW¼NW¼, S½NW¼, NE¼SW¼, W½SE¼ Sec. 28: NW¼NE¼ Containing 383.92 acres more or less Sublette County, Wyoming	100%	100%	-0-	5.0%	-0-

251108

RECORDED Feb. 21, 1995 9:25 AM
IN BOOK 100 O+G PAGE 520
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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 NOV 1 1994

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

/s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 23 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.

521

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 30th day of September, 19 94

Name of Assignor as shown on current lease Howard O. Sharpe

Assignor Howard O Sharpe (Please type or print)
(Signature)

or

Attorney-in-fact _____
(Signature)

9357 S. Prarie View Drive
(Assignor's Address)

Highlands Ranch, CO 80126
(City) (State) (Zip Code)

Executed this 30 day of Sept, 1994

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
(Signature)

or

Attorney-in-fact Gilman A. Hill, 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 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-131912

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** 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

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-R110W, 6th P.M. Sec. 1: S½ Sec. 2: S½ Sec. 3: S½ Sec. 10: All Sec. 11: All Sec. 12: N½ Containing 2560.00 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251109

RECORDED Feb. 21, 1995 9:25AM
IN BOOK 100 Orig. PAGE 522
FEES $ 8.00 Mary L. Lobato COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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 for land description indicated on reverse of this form.

Assignment approved effective NOV 1 1994

/s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 23 1994
(Date)

needed.

additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if

523

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30th day of Sept, 19 94

Name of Assignor as shown on current lease Douglas K. Sauter
Please type or print

Assignor Douglas K. Sauter
(Signature)

or

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 19 94

Shama Zoe Limited Partnership

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 wit[illegible] ts jurisdiction.

rm 3000-3
ne 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -3 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.
WYW-131910

Lease Effective Date (Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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

2. This assignment conveys the following interest:

Land Description (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. a)	Percent of Interest: Owned b)	Conveyed c)	Retained d)	Percent of Overriding Royalty or Similar Interests: Reserved e)	Previously reserved or conveyed f)
T30N-R110W, 6th P.M. Sec. 9: Lot 5 Sec. 12: Lot 5 Containing 39.42 acres more or less Sublette County, WY	100%	100%	-0-	5.0%	-0-

251110

RECORDED Feb. 21, 1995 9:35 AM
IN BOOK 100 0+6 PAGE 524
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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 NOV 01 1994

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

/s/ PAMELA J. LEWIS — SUPERVISORY LAND LAW EXAMINER — DEC 23 1994

(Authorized Officer) (Title) (Date)

GENERAL INSTRUCTIONS

524

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.

525

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.

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

Executed this 30th day of Sept, 19 94

Name of Assignor as shown on current lease Douglas K. Sauter

Assignor Douglas K Sauter (Please type or print)
(Signature)

or

Attorney-in-fact _____
(Signature)

3403 E. Euclid Avenue
(Assignor's Address)

Littleton, CO 80121
(City) (State) (Zip Code)

Executed this 30 day of Sept, 1994

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
(Signature)

or

Attorney-in-fact Gilman A. Hill, 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 wi ts jurisdiction.

[redacted] DEPARTME[redacted]E INTERIOR
BUREAU OF LAN[redacted]MANAGEMENT

[redacted] APPROVED
[redacted]O. 1004-0034
Expires: July 31, 1992

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-124636

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*
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)* 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.)	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 111 W Sec. 11: E2 Sec. 12: ALL Sec. 13: ALL Sec. 14: E2 Sec. 35: W2 Containing 2,240.00 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

251111

RECORDED Feb. 21, 1995 9:25 A M
IN BOOK 100 or 6 PAGE 526
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Barton

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 DEC 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
(Title)

NOV 21 1994
(Date)

needed.

527

T33N R111W 6th PM Wy
Sec 35: W2
320 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, 1994

Name of Assignor as shown on current lease: Liberty Petroleum Corporation
(Please type or print)

Assignor: [signature]
(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

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

REASSI [redacted] IDER
OF LEASE SER[redacted] WYW-124634
WYW-124636
WYW-129703
WYW-129704

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 July 1, 1998 or Assignee will reassign the lease to Assignor, in its entirety, unencumbered by Assignee.

If any of the payments required to be made to Assignor pursuant to the letter agreement between Assignor and Assignee dated September 29, 1993 and are not made within thirty (30) days of the receipt by Assignee of a Notice of Default from Assignor, Assignee shall promptly reassign said lease to Assignor, unencumbered by Assignee.

Signed for identification
LIBERTY PETROLEUM CORPORATION

By _____
Gregor Klurfeld, President

Form 3000-3
(June 1988)

529

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 AUG -2 PM 1:47

RECEIVED
CHEYENNE, WYOMING

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-114041

Lease Effective Date (Anniversary Date)
1-1-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 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	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T31N-R109W, 6th P.M. Sec. 7: NE¼, NE¼SE¼ containing 200.00 acres more or less Sublette County, Wyoming	100%	100%	-0-	5.0%	-0-

See attached rider.

251112

RECORDED Feb. 21, 1995 9:35AM
IN BOOK 120 PAGE 529
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Saxton
COUNTY CLERK

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 effective SEP 01 1994

☐ 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)

JAN 31 1995
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
County of ~~Arapahoe~~ Denver)

Before me, the undersigned Notary Public, on this day personally appeared L.S. Hagood known to me to be the person whose name is subscribed to this instruement as an individual, and acknowledged to me that he executed same for the purposes and consideration therein expressed, as his free and voluntary act and deed.

Given under my hand and seal this 29 day of July, 1994.

Cheryll P. Medina
Notary Public:
Address:

NORWEST BANK COLORADO, N.A.
BEAR VALLEY
5353 West Dartmouth Avenue
Denver, CO 80227

My Commission Expires:
6-10-95

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

ecuted this 29th day of July, 1994

me of Assignor as shown on current lease L.S. Hagood
Please type or print

signor L. S. Hagood
or (Signature)
orney-in-fact
(Signature)

P.O. Box 1401
(Assignor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Executed this 29 day of July, 1994

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
or (Signature)
Attorney-in-fact
(Signature)

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

Attachment to Assignment of Lease #Wyw 114041

SUPPLEMENTAL RIDER

This Supplemental Rider is attached to the standard form 3000-3 (dd Oct, 1992) "Assignment of Record Title Interest" is a lease for "Oil and Gas Geothermal Resources" which is the present official assignment form of the United States Department of Interior, Bureau of Land Management. This supplemental rider is not intended to change in any way the terms of the original lease or the assignment to which it is attached. This rider repeats some of the terms set forth in the official assignment to which it is attached for the purpose of clarification and not for change of control or intent. However, it does provide for the right of reassignment. In the event of any conflict between the language of this Supplemental Rider and the language of the Lease Assignment to which it is attached, the language of the Lease Assignment shall control.

1. It is hereby acknowledged that out of the official Lease Assignment to which this Supplemental Rider is attached, Lessee has thereby reserved unto himself and his heirs and assigns an overriding royalty interest of five (5) percent of the value, at market price, at the time of production, of all oil, gas and other hydrocarbon substances produced, saved and sold from the above described lands, under said lease, or any extension or renewal thereof, said overriding royalty to be free and clear of all cost and expenses of every kind and character, except its proportionate part of taxes, including production and severance taxes, levied upon or against the oil and gas produced and marketed therefrom. Said overriding royalty shall be paid at the same and in the same manner as royalties payable to the United States of America, under terms of said lease, are computed and paid.

2. Assignee agrees to comply by all terms and conditions of said lease and to maintain the same in full force and good standing.

3. Assignee may at any time, or from time to time, surrender said lease as to all or any part thereof to Lessee, providing that Assignee before such surrender shall tender a valid and sufficient reassignment thereof unto Lessee at lease thirty (30) days prior to the next due date of the next annual government rent payment and within thirty (30) days prior to the expiration of the primary term of said lease, and the Lessee shall notify the Assignee within fifteen (15) days after the receipt of such tender whether or not lessee accepts such reassignment. If such reassignment is accepted, Lessee shall save, hold and protect Assignee from such further obligation as to said land reassigned and all government rents subsequently accruing thereon. If Lessee refuses to accept such assignment, or to notify the Assignee of the acceptance of offer to within said fifteen (15) days provided, then in such event, Assignee shall be free, as to any lands therein upon which

reassignment was tendered, to relinquish said lease unto the United States of America.

4. Lessee warrants that he is the sole owner any rights which may accrue under said lease and has not alienated or encumbered same.

5. The provisions hereof shall inure to the benefit of, and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. Said overriding royalty 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 Assignee or Assignee's successors and assigns, and any such successor or assigns of Assignee hereunder hereby covenants and agrees with lessee, by acceptance of any transfer of any rights herein or hereunder, to be bound by all the terms and conditions hereof.

6. Undersigned, husband or wife, of the Lessee hereby joins in, and consents, to this Assignment.

By: L. Stephen Hagood

L. Stephen Hagood
Assignor

By: Gilman A. Hall

Shama Zoe Limited Partnership
Assignee

By: Margaret C. Hagood

Wife of L. Stephen Hagood
consenting hereto

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, National Energy Group, Inc., 1400 One Energy Square, 4925 Greenville Avenue, Suite 1400, Dallas, Texas 75206 (hereinafter referred to as "Assignor"), does hereby BARGAIN, SELL, TRANSFER, ASSIGN, AND CONVEY to Enron Oil & Gas Company, 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter referred to as "Assignee"), its successors and assigns, the following:

(a) All of Assignor's right, title, and interest in, to, and under or derived from the oil and gas leases, oil, gas, and mineral leases, and other interests therein described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Leases"), together with all of Assignor's rights, title, and interests in and to all the property and rights incident thereto, including, without limitation, all materials, equipment, personal property, wells, fixtures, pipelines, flow lines, gathering systems, portable buildings, structures, and other improvements located thereon or used or obtained in connection therewith (hereinafter collectively referred to as the "Equipment"); all of Assignor's rights, title, and interest in, to, and under all agreements, unitization agreements, pooling agreements, operating agreements, leases, permits, rights-of-way, easements, licenses, farmouts, options, and orders in any way relating thereto; and all of Assignor's rights, title and interests in, to, and under or derived from the Leases of whatsoever kind, character, or nature all of the foregoing properties, rights, and interests described in this subparagraph (a) being hereinafter referred to as the "Interests";

(b) All of Assignor's rights, title, and interests in and to the oil, gas, and other hydrocarbons stored upon the Leases (or stored elsewhere) which are produced from or attributable to the Interests from and after the Effective Time (hereinafter referred to as the "Production"); and

(c) All of the files, records, correspondence, data (including, but not limited to, engineering, geological, and geophysical data), reports, and maps, of any kind or character, now in the possession or control of Assignor that relate to the items described in subparagraphs (a) and (b) above (hereinafter referred to as the "Records").

This Assignment and Bill of Sale is being executed, delivered, and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Agreement dated November 8, 1994, by and between Assignor, as Seller, and Mountain States Fuels, Inc., which was subsequently assigned to Assignee, reference to which is here made for all purposes (hereinafter referred to as the "Agreement"), and is and shall be effective as of August 1, 1994, at 7:00 a.m., Mountain Standard Time (MST) (referred to in the Agreement and herein as the "Effective Time").

This Assignment and Bill of Sale covers all of the rights, title, and interests of Assignor in and to the Interests, the Production, and the Records, but is made subject to the "Permitted Encumbrances", which term, as used in the Agreement and herein, means:

(a) the following burdens, if, and only if, the net cumulative effect of such burdens does not operate to (i) reduce the respective net revenue interests in and to the Wells to less than the "Net Revenue Interest" set forth on Exhibit "A-1" hereto, or (ii) increase the respective cost-bearing interest in and to the Wells to more than the "Cost-bearing Interest" set forth on Exhibit "A-1" (unless there is a corresponding, proportionate increase in the respective net revenue interests attributable thereto):

251117

RECORDED Feb. 21, 1995 11:54 AM
IN BOOK 100 PAGE 533
FEES [redacted] SUBLETTE COUNTY CLERK [redacted]

(i) the terms and provisions of each of the Leases (including that portion of Lessor's royalties burdening the Interests and the Production as of the Effective Time), together with that portion of all overriding royalties, net profits interest (if any), carried interest (if any), reversionary interest (if any), or other interest (if any) which burden the Interests and/or the Production and which are of record as of the Effective Time or in the case of one percent (1%) overriding royalty interest owned by National Energy Group, Inc. Employee Pool, is listed on the attached Exhibit "B";

(ii) existing division orders affecting the Interests and/or the Production which are in effect as of the date of Closing;

(iii) the terms and provisions of each of the agreements and contracts comprising the Outstanding Contracts listed on the attached Exhibit "B", it being understood and agreed upon by and between Seller and Buyer that except for the Outstanding Contracts there are no other outstanding operating agreements or other agreements affecting the Interests or the Production and there are no other outstanding sales, purchase, and/or exchange contracts, gathering contracts, processing contracts, or transportation contracts affecting the Interests or the Production;

(iv) unitization and pooling, designation, declarations, orders, and/or agreements pertaining thereto affecting the Interests or the Production, if any;

(v) injection, repressuring, and/or recycling agreements affecting the Interests or the Production as of the Effective Time, if any;

(vi) salt water or other disposal lease agreements affecting the Interests or the Production, if any;

(vii) seismic or geological and/or geophysical permits or agreements affecting the Interests or the Production as of the Effective Time, if any; and

(viii) other agreements [except for agreements which are referred to in subparagraphs (i) through (vii) above] which are customary in the oil, gas, and mineral exploratory and development business or in the business of processing gas and gas condensate production for the extraction of products therefrom, if any.

(b) Liens for taxes or assessments affecting the Interests or the Production as of the Effective Time (i) which are not yet due and payable, or (ii) which are not yet delinquent or, if delinquent, that are currently in the process of being, or shall be, contested in good faith pursuant to applicable State law and in the ordinary course of business and for which adequate revenues have been set aside by Seller;

(c) All rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of the Interests or the Production, if the same are customarily obtained subsequent to such sale or conveyance;

(d) All easements, rights-of-way, servitudes, permits, surface leases, and other rights with respect to surface operations, timber leases, pipelines, grazing, logging, canals, ditches, reservoirs, or the like and conditions, covenants, or other restrictions, and easements for highways, pipelines, telephone lines, power lines, railways, and other easements and rights-of-way, on, over, or in respect of any of the Leases;

(e) Materialmen's liens, mechanic's liens, and other similar statutory liens, if any, and such other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, and irregularities, if any, arising in the ordinary course of business with respect to obligations affecting the Interest or the Production (i) which are not yet due or pursuant to which Seller is not yet in default, and (ii) which are not such as would or will materially interfere with the ownership, operation, use, value, or sale of the Interests or the Production;

(f) Rights reserved to or vested in any municipality, governmental, statutory, or public authority to control or regulate any of the Interests or the Production in any manner, and all applicable laws, rules, and orders of governmental and tribal authorities; and

(g) Preferential rights to purchase and required third party consents to assignments and similar agreements with respect to which (i) written waivers or consents have been obtained from the appropriate parties or (ii) the contractual time periods for asserting such rights have expired without an exercise of such rights.

With respect to the Interests and the Production, except for the "Special Warranty" (as that term is used in the Agreement and as that term is hereinafter defined) and except for the warranties and representations which survive the closing of the transaction contemplated by the Agreement which are enumerated in Article W of the Agreement, this Assignment and Bill of Sale is made without warranty of title, either express or implied. Assignor binds itself and its successors and assigns to warrant and defend title to the Interests and the Production unto Assignee, its successors and assigns, under a "Special Warranty", which term, as used in the Agreement and herein, means that Assignor warrants title to the Leases assigned to the respective proration units surrounding each of the Wells, as well as the undeveloped portions of the Leases, against the claims and demands of all persons lawfully claiming or to claim the same by, through, or under Assignor, but not otherwise, subject to the Permitted Encumbrances, so that the interests in the Leases so warranted shall entitle Assignee, its successors and assigns, to receive not less than that share of production (and the proceeds from the sales of such production) from each of the Wells as is equal to the respective "Net Revenue Interests" for each of the Wells which are set forth on Exhibit "A-1" hereto, and shall obligate Assignee, its successors and assigns, to bear and pay not more than the respective shares of the costs and expenses of operating each of the Wells as is equal to the respective "Cost-bearing Interests" for each of the Well's units which are set forth on Exhibit A-1" hereto (unless there is a corresponding, proportionate increase in the respective net revenue interests attributable thereto); provided, however, Assignor shall subrogate Assignee to any warranty claim which Assignor may have against any third party, prior owner, vendor, or assignor; provided further, however, the term "Special Warranty" as used in the Agreement and herein means that Assignee shall not look to Assignor on any matter affecting title to the Interests or the Production which occurred prior to the respective effective date on which Assignor acquired title to the Interests and the Production.

With respect to the Equipment, this Assignment and Bill of Sale is executed WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PURPOSE AND, EXCEPT FOR THE "SPECIAL WARRANTY" (AS THAT TERM IS HEREINABOVE DEFINED), WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL HAVE INSPECTED THE EQUIPMENT AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE EQUIPMENT IN AN "AS IS, WHERE IS" CONDITION.

The terms and provisions of this Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 28th day of December, 1994, but shall be effective as of August 1, 1994, at 12:01 a.m., Mountain Standard Time.

ASSIGNOR:

NATIONAL ENERGY GROUP, INC.

Miles D. Bender
President & CEO

ATTEST:

Assistant Secretary

ASSIGNEE:

ENRON OIL & GAS COMPANY

By: D. Weaver
Vice President
Agent and Attorney-in-Fact

STATE OF TEXAS

COUNTY OF DALLAS

On this 23rd day of December, 1994, this instrument was acknowledged before me by Miles D. Bender, as President and CEO of National Energy Group, Inc.

Witness my hand and official seal.

My commission expires: 7/16/97

JOYCE FIELDER
MY COMMISSION EXPIRES
July 16, 1997

Joyce Fielder
Notary Public

STATE OF COLORADO

COUNTY OF DENVER

On this 11th day of ~~December, 1994~~ January, 1995, this instrument was acknowledged before me by D. Weaver, as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

My commission expires: 2-23-98

Erin Britt-Pendery
Notary Public

NOTARY PUBLIC STATE OF COLORADO ERIN BRITT-PENDERY

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 1994, by and between National Energy Group, Inc., as "Seller" and Enron Oil & Gas Company, as "Buyer"

"LEASES"

1) DATE: December 1, 1948
LESSOR: USA WYE-024956
DESCRIPTION: Township 30 North - Range 113 West, 6th P.M.
Section 35: E/2
Sublette County, Wyoming

2) DATE: September 1, 1950
LESSOR: USA WYW-01763
DESCRIPTION: Township 29 North - Range 113 West, 6th P.M.
Section 2: SW/4NW/4
Section 3: NE/4SE/4
Sublette County, Wyoming
Limited to those formation between the surface and the stratigraphic equivalent of 2750' as defined on the electric log of the Big Piney Oil & Gas Company Well #2 located in the NESE 3-T29N-113W.

End of Exhibit "A"

[redacted] [redacted] [redacted]

EXHIBIT "A-1"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 1994, by and between National Energy Group, Inc., as "Seller" and Enron Oil & Gas Company, as "Buyer".

"WELLS"

1) WELL NAME: Big Piney Oil & Gas #4
LOCATION: Township 30 North - Range 113 West, 6th P.M.
Section 35: SWSE
WORKING INTEREST: 100%
NET REVENUE INTEREST: 86.5%

2) WELL NAME: Big Piney Oil & Gas #1 aka Government #1
LOCATION: Township 29 North - Range 113 West, 6th P.M.
Section 3: NESE
WORKING INTEREST: 100%
NET REVENUE INTEREST: 87.5%

3) WELL NAME: Big Piney Oil & Gas #2 aka Government #2
LOCATION: Township 29 North - Range 113 West, 6th P.M.
Section 3: NESE
WORKING INTEREST: 100%
NET REVENUE INTEREST: 87.5%

End of Exhibit "A-1"

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 1994, by and between National Energy Group, Inc., as "Seller" and Enron Oil & Gas Company, as "Buyer".

"CONTRACTS"

1) Gas Contract between Grand Valley Gas Company, as Buyer, and Big Piney Oil & Gas Company, as Seller, dated January 1, 1989.

2) Assignment of Overriding Royalty of one percent (1.0%) from National Energy Group, Inc. to National Energy Group, Inc. Employee Royalty Pool, dated 12-28-94, but effective July 31, 1994, covering the E/2 of Section 35-T30N-R113W, Sublette County, Wyoming.

End of Exhibit "B"

[redacted] [redacted] [redacted]

'75-005
Tip Top
C 94-27

Land Office
Cheyenne, Wyoming
DEC 28 1961
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 July 1, 1948, between the United States of America, as Lessor, and Clarence I. Justheim, as Lessee, bearing serial number Evanston 022281, 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: Lots 1, 4 and 5

Containing 68.53 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 3,340 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 3,340 feet and in the event of production of oil, gas and other hydrocarbon substances from said land from the surface to a depth of 3,340 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 3,340 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
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of the [redacted] file
JAN 23 1995
BUREAU OF LAND MANAGEMENT

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RECORDED Feb. 21 1995 11:15AM
IN BOOK 100 Q 6 PAGE 540
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SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

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 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.

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JAN 26 1995
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 [redacted] ld the other party not [redacted] 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.

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JAN 26 1995
BUREAU OF [illegible] AN[illegible]EMENT

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 3rd day of December, 1964.

ATTEST:

W. C. Cooke
Assistant Secretary

SOCONY MOBIL OIL COMPANY, INC.

By R. H. Clark
Attorney in Fact

By G. O. Dettman
Attorney in Fact

Approved
Land
Legal
Title
Opr. Supt.
Geol.

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of the file
JAN 26 1995
BUREAU OF LAND MANAGEMENT

THE STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 3rd 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 R. H. CLARK and A. O. DETMAR 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

Julie Wertsbaugh
Notary Public
JULIE WERTSBAUGH
NOTARY PUBLIC, State of Colorado
My commission expires Oct. 23, 1967

[redacted]

Cheyenne, Wyoming
DEC 23 1964
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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 July 1, 1948, between the United States of America, as Lessor, and Clarence I. Justheim, as Lessee, bearing serial number Evanston 022281, 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: Lots 7 and 8

Containing 63.95 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 gratned 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.

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of the original on file

JAN 26 1995
BUREAU OF LAND MANAGEMENT

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

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COUNTY CLERK
By Cathy Boston

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 o- 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.

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of the [illegible] file
JAN 26 1995
BUREAU OF [illegible] MENT

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.

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of the official record on file
JAN 26 1995
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 3rd day of December, 196..

ATTEST:

T. J. Cooke
Assistant Secretary

SOCONY MOBIL OIL COMPANY, INC.

By R. H. Clark
Attorney in Fact

By A. O. Delmar
Attorney in Fact

THE STATE OF COLORADO)
) ss..
CITY & COUNTY OF DENVER)

On this 3rd day of December, 1964, before me appeared R. H. CLARK and A. O. DELMAR, 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 R. H. CLARK and A. O. DELMAR 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

Julie Westbrough
Notary Public

JULIE WESTBRAUGH
NOTARY PUBLIC, State of Colorado

CERTIFIED
to be a true and correct copy
of the record on file

JAN 25 1995

BUREAU OF LAND MANAGEMENT

CORRECTION CONVEYANCE OF OIL AND GAS LEASES

COUNTY OF SUBLETTE)
STATE OF WYOMING)

THIS CORRECTION CONVEYANCE OF OIL AND GAS LEASES between BY-OIL, a partnership hereinafter referred to as "Assignor," and SHARBRO OIL LTD. CO., a New Mexico limited liability company, P. O. Box 840, Artesia, New Mexico, 88210, hereinafter referred to as "Assignee,"

W I T N E S S E T H:

WHEREAS on January 24, 1995, a Conveyance of Oil and Gas Leases of the leases described in Exhibit "A" hereto was filed in Book 100, Page 388, Oil and Gas Records, Sublette County; and

WHEREAS, said conveyance erroneously described the Assignor thereunder as BY OIL COMPANY, rather than BY-OIL, a partnership, and it is the desire of the parties thereto to correct said error of record;

1. Assignor, for valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and assign, set over and deliver, effective January 1, 1995, at 7:00 A.M., unto Assignee and Assignee's heirs, successors and assigns, the following:

a) The interests in the oil and gas leases, operating rights and mineral interests which are specifically described in Exhibit "A" attached hereto and made a part hereof; subject, however, to the restrictions, exceptions, reservations, conditions, limitations, existing royalties, overriding royalties, production payment interests, burdens on production and other matters, heretofore created and validly shown of record;

b) All of Assignor's right, title and interest in, to and under or derived from:

i) All of the presently existing and valid unitization agreements, communitization agreements, pooling agreements and unit operating agreements and the properties and interests credited thereby;

ii) All of the presently existing and valid oil, casinghead gas and gas sales purchase agreements; and

iii) All other contracts, agreements and instruments which relate to any of the properties and interests specifically described in Exhibit "A" (or properties unitized, communitized or pooled therewith) or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests;

c) Without limiting the foregoing, all of Assignors' right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the leases described in Exhibit "A" and in, to and under or derived from all interests in oil and gas leases, operating rights and other interests of whatsoever character, insofar as the same cover or relate to the lands described in Exhibit "A", even though Assignor's interest in any specific portion of said lands and said interests in oil and gas leases, operating rights and other interests which are specifically described in Exhibit "A" be incorrectly described or referred to in Exhibit "A".

d) All personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration,

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IN BOOK 100 OR6 PAGE 548
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

548

development or operation of the interests described in Exhibit "A" or the production, treating, storing or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, lines, machinery, equipment, roads and other appurtenances situated on the interests described in Exhibit "A" or lands unitized therewith or which are used in connection with hydrocarbon operations on the interests described in 1 a), b) and c) above, or lands unitized therewith.

2. a) The assignments to be delivered by Assignor hereunder shall be without warranty of title, either express or implied and ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, EQUIPMENT, CHATTELS, FIXTURES AND OTHER PERSONAL PROPERTY HEREBY ASSIGNED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ASSIGNEE AGREES TO ACCEPT ALL SUCH GOODS, EQUIPMENT, CHATTELS, FIXTURES AND OTHER PERSONAL PROPERTY "AS IS" AND IN THEIR PRESENT STATE AND CONDITION.

b) Assignee acknowledges that Assignor has not performed any environmental audits on the leases as to the lands described in Exhibit "A" and that Assignor has made no representations concerning the environmental quality of said leases. Assignor transfers said leases to Assignee "AS IS" and disclaims all warranties, express or implied, concerning (i) the environmental quality and condition of said leases, surrounding property and ground water; (ii) the existence of any discharge of hazardous substances or other pollutants upon or from said leases which has caused or may cause environmental degradation; and (iii) the status of compliance of said leases with federal, state and local laws or regulations pertaining to health, safety or environmental protection.

c) Assignee hereby releases and forever discharges Assignor, its successors and assigns, from all claims, damages, demands, actions for liability, indemnity or contribution which have arisen or which may arise from (i) any discharge or contaminants on the leases as to the lands described in Exhibit "A" which have caused or may cause environmental degradation of said leases, surrounding property or ground water; (ii) any obligation or liability which has been imposed or may be imposed under any provision of federal, state or local laws pertaining to health, safety or environmental protection; (iii) any claims asserted by third parties or any governmental agency against Assignee which concern damages, liability, response costs or injunctive relief as a result of any environmental degradation of said leases surrounding property or ground water; and (iv) any third-party claims against Assignee for personal injury or property damage as a result of any environmental degradation of the leases as to the lands described in Exhibit "A", surrounding property or ground water.

3. With respect to oil and gas leases or interests therein, which are conveyed herein from the United States of America, or one or more state government, separate assignments on approved forms may be executed by Assignor to the Assignee in sufficient counterparts to fulfill applicable statutory and regulatory requirements and said assignments, although unqualified in form and not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the terms, provisions, remedies, power and privileges set forth in this conveyance as fully to all intents and purposes as though the same were set forth at length in such separate assignments.

4. Assignor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances and documents, and will do all such other acts and

things as may be necessary to more fully assure Assignee, its successors and assigns, all of the respective rights, titles, interests, estates, remedies, powers and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered to Assignee hereunder.

5. Assignee agrees to plug and abandon all wells in accordance with all applicable governmental regulations and hereby agrees to release, protect, indemnify and hold Assignors harmless from any and all liabilities arising from Assignee's failure to plug and abandon such wells.

6. Assignor makes no warranties of title, either express or implied, but this conveyance is made with full substitution and subrogation of the Assignee in and to all covenants and warranties heretofore given or made by others with respect to the interests conveyed herein or any part thereof.

7. All of the covenants and agreements of Assignor shall be deemed to be covenants running with the lands described herein and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this Correction Conveyance of Oil and Gas Lease, to be duly executed on this 14th day of February, 1995, but effective January 1, 1995 at 7:00 a.m.

"ASSIGNOR"

BY-OIL, A Partnership

By: Frank Yates, Jr.
Frank Yates, Jr.,
Attorney-in-Fact

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 14th day of February, 1995, by Frank Yates, Jr., attorney-in-fact of BY-Oil, a partnership, on behalf of said partnership.

My commission expires:

Tina M. Romo
Notary Public

"EXHIBIT "A"
Attached to and made a part of that certain Correction Conveyance of Oil and Gas Leases by and between BY-OIL, a partnership and SHARBRO OIL LTD. CO. with an effective date of January 1, 1995.

LNDR111Y LAND INFORMATION SYSTEM
EXHIBIT REPORT

---------- LEASE ----------		LEASE DATE	TWNS	RNGE	SEC	*-- DESCRIPTION ---*	*----- ACRES -----* GROSS	NET	RN ST
COUNTY/STATE - WYOMING	/SUBLETTE								
400 . 1997	W-111543, YPC (OTC)	6/01/1988	28N	105W	1	SE4	160.00	160.00	PA
			28N	105W	3	SE4	160.00	160.00	
			28N	105W	9	SE4	160.00	160.00	
			28N	105W	11	S2NE,NESW,S2SW.N2SE. SESE	320.00	320.00	
			28N	105W	12	ALL	640.00	640.00	
			28N	105W	13	NE4	160.00	160.00	
						***** LEASE TOTALS:	1600.00	1600.00	
400 1998	W-111544, YPC (OTC)	6/01/1988	28N	105W	5	S2S2	160.00	160.00	PAY
			28N	105W	6	SE4SE4	40.00	40.00	
			28N	105W	7	E2E2	160.00	160.00	
			28N	105W	8	W2	320.00	320.00	
			28N	105W	18	LOTS 1.2, NE4, E2NW4	308.38	308.38	
						***** LEASE TOTALS:	988.38	988.38	
400 1999	W-111554, YPC (OTC)	6/01/1988	26N	107W	31	LOTS 1-4, E2, E2W2			PAY
			26N	107W	32	ALL			
			26N	107W	33	ALL	1912.16	1912.16	
						***** LEASE TOTALS:	1912.16	1912.16	
400 2409	W-114844, YPC (OTC)	2/01/1989	27N	108W	2	LOTS 1-4. S2N2, S2			PAY
			27N	108W	3	LOTS 1-4, S2N2, S2			
			27N	108W	11	ALL			
			27N	108W	13	ALL	2555.14	2555.14	
						***** LEASE TOTALS:	2555.14	2555.14	

WY 36519
19922700

Form 3100-11b
(October 1992)

Serial No. NYW 135124
Y044

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
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: Meridian Oil Inc
   Street: 5613 DTC Pky #1000
   City, State, Zip Code: Englewood CO 80111

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 _____

251144

RECORDED Feb. 23, 1995 8:25 AM
IN BOOK 100 OF G PAGE 552
FEES $ 18.00 Mary L. Gough COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jackson

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

DO NOT WRITE BELOW THIS LINE

3. Lands included in lease:

T. 032ON R. 109OW 06th Meridian WY State Sublette County

sec 021 SE;
022 S2;
023 ALL;
024 W2NW,SENW,S2;

Total acres in lease 1560 000
Rental retained $ 2340 00

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

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

Type and primary term of lease:

Noncompetitive lease (ten years)

Competitive lease (ten years)

Other _____

THE UNITED STATES OF AMERICA

by Mary J. Krowell (Signing Officer) JAN 03 1995
Land Law Examiner
(Title)

EFFECTIVE DATE OF LEASE FEB 01 1995 (Date)

FOR LESSEE

(continued on reverse)

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

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

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

Duly executed this _____ 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 in writing by lessor. 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.

WYW135124

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.

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WYW135124

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 uses 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

WYW135124

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);

WYW135124

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) entire lease;

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.)

WYW135124

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.)

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OIL AND GAS LEASE

Recorded Feb. 23,1995 8:45a.m.
In Book 100 O&G Page 559
Fees $10.00 Mary L. Lankford
251145 By Cathy Sexton Deputy County Clerk

THIS LEASE AGREEMENT is made as of the 16th day of November, 1994, between W. L. Bain, aka William L. Bain, individually and as Trustee, and Julie Ann Bain, a single woman, aka Julie A. Bain
P. O. Box 314, Daniel, WY 83115 of the William L. Bain February 1, 1994 Family Trust
and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessor (whether one or more), Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 35 North, Range 113 West, 6th P. M.
Section 8: SE¼SW¼
Section 17: NE¼, N½NW¼, SW¼NW¼, E½SW¼, NW¼SE¼, S½SE¼

T35N-R113W (continued)
Section 20: N½NE¼, NE¼NW¼

In the county of Sublette, State of Wyoming, containing 640.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in Key Bank of Wyoming at Big Piney, WY 83113 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Six Hundred, Forty ($640.00) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby ~~warrants and agrees to defend title conveyed to Lessee hereunder, and~~ agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

~~15. Preferential Right. If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

~~16. Extension of Primary Term. For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____, which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. Upon expiration of this lease, lessee or its assigns shall file a Release in the Sublette County records.

W. L. Bain, aka William L. Bain, individually and as

Trustee of the William L. Bain February 1, 1994 Family Trust

W L Bain

520-46-8048

Julie Ann Bain, a single woman, aka Julie A. Bain

520-88-5760

Julie A. Bain

State of Wyoming
County of Sublette } S.S.

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 28 day of November, 19 94, before me, the undersigned Notary Public in and for said county and state, personally appeared W. L. Bain known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 8/8/98

Tracey L Fields
Notary Public

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ personally known who, being by me duly sworn, did say that he is the _____ to me known of _____ corporation and that the 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_____.

My Commission Expires _____

Notary Public

560

561

Attached to that certain Oil and Gas Lease dated November 16, 1994 between W.L. Bain, aka, and Julie Ann Bain, aka, and High Plains Associates, Inc.

State of WYOMING
County of SUBLETTE. } S.S.

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 21 day of December 19 94, before me, the undersigned Notary Public in and for said county and state, personally appeared JULIE A. BAIN AKA JULIE ANN BAIN known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 8/8/98

Tracey L Fields
Notary Public

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ personally kown, who, being by me duly sworn, did say that he is the _____ of _____ 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_____.

My Commission Expires _____

_____
Notary Public

TRACEY L. FIELDS NOTARY PUBLIC SUBLETTE CO. WYOMING

67629

Recorded Feb. 23, 1995 8:45 a.m.
In Book 100 O&G Page 562
Fees $8.00 Mary L. Lankford
Sublette County Clerk
By Cathy Saxton, Deputy

OIL AND GAS LEASE

251146

THIS LEASE AGREEMENT is made as of the 7th day of February, 1995, between Ruth Nelson, aka Mary Ruth Kelly Nelson, a married woman dealing in her sole and separate property
3922 Broadwater Street, Bozeman, MT 59715-6304
and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202
as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 35 North, Range 113 West, 6th P. M.
Section 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼

T35N-R113W (continued)
Section 19: Lots 2 (31.21), 3 (31.41), SE¼NW¼, NE¼SW¼, NW¼NE¼, S½NE¼, W½SE¼; Section 20: W½NW¼

in the county of Sublette, State of Wyoming, containing 622.62 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in First Citizens Bank of Bozeman at Bozeman, MT 59715 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Six Hundred, Twenty-Two and 62/100s----------$622.62)---------- as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

15. **Preferential Right.** If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessee is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said offer. Whether or not Lessee exercises its preferential right to purchase the new lease from Lessor, all of the terms and conditions of this lease shall continue in full force and effect as to the lands covered hereby, and this paragraph shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. **Extension of Primary Term.** For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, or such other address as Lessor may designate in writing, a lease extension payment equal to _____ which payment shall represent payment in full of consideration for the extension and inducive of the rental payment due for the first year of this extension.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Ruth Nelson a/k/a Mary Ruth Kelly Nelson

Ruth Nelson a/k/a Mary Ruth Kelly Nelson, a married woman dealing in her sole and separate property

517-32

State of MONTANA
County of GALLATIN } S.S.

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 16 day of FEBRUARY, 19 95 before me, the undersigned Notary Public in and for said county and state, personally appeared RUTH NELSON, AKA MARY RUTH KELLY NELSON known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 6-23-96

Notary Public

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ personally kown, who, being by me duly sworn, did say that he is the _____ of _____ 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_____.

My Commission Expires _____

Notary Public

87629

[redacted]

OIL AND GAS LEASE

251147

Recorded Feb. 23 [redacted] 8:45 a.m.
In Book 100 O&G Page 564
Fees $8.00 Mary L. Lankford
By Carla Sopto Sublette County Clerk

THIS LEASE AGREEMENT is made as of the 19th day of November, 1994, between Siems and Company, ~~a~~ an unincorporated entity consisting of Viola T. Siems, Homey D. Siems, and Eugene H. Siems
P. O. Box 83, Daniel, WY 83115
as Lessor (whether one or more),
and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 35 North, Range 113 West, 6th P. M.
Section 11: S½SE¼
Section 12: SW¼SW¼

Township 35 North, Range 113 West (continued)
Section 13: N½, N½SE¼, NE¼SW¼
Section 14: E½NE¼, NW¼NE¼

in the county of Sublette, State of Wyoming, containing 680.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in Bank of Jackson Hole at 990 W. Broadway, P. O. Box 7000, Jackson, WY 83001 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of Six Hundred-Eighty and No/100s ($680.00) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, and only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

15. ~~**Preferential Right.** If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then so long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

16. ~~**Extension of Primary Term.** For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____ which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~ U.S. Ells HLS

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

SIEMS AND COMPANY, ~~A WYOMING PARTNERSHIP~~ SS

Viola T. Siems

Homey D. Siems

Eugene H. Siems 520-62-3256

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

State of Wyoming
County of Campbell } S.S.

On this 1st day of November, 19 94, before me, the undersigned Notary Public in and for said county and state, personally appeared Viola T. Siems, Homey D. Siems, Eugene H. Siems known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 6/13/98.

Notary Public

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ to me personally kown, who, being by me duly sworn, did say that he is the _____ of _____ 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_____.

My Commission Expires _____

Notary Public

87629

Recorded Feb. 23,1995 8:45 a.m.
In Book 100 O&G Page 566
Fees $8.00 Mary L. Lankford
By Cathy Sutton Sublette County Clerk
Deputy

OIL AND GAS LEASE
251148

THIS LEASE AGREEMENT is made as of the 16th day of November, 1994, between W. L. Bain, aka William L. Bain, a single man, as Trustee of the William L. Bain February 1, 1994 Family Trust
P. O. Box 314, Daniel, WY 83115
as Lessor (whether one or more), and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 35 North, Range 112 West, 6th P. M.
Section 7: SE¼NE¼; Section 8: SW¼NE¼, N½S½, SE¼SE¼
Section 9: W½SW¼, SE¼SW¼

In the county of Sublette, State of Wyoming, containing 400.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in 1st National Bank of Pinedale at West Pine Street, Pinedale, WY 82941 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Four Hundred and No/100s ($400.00) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby ~~warrants and agrees to defend title conveyed to Lessee hereunder,~~ and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

~~15. Preferential Right. If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

~~16. Extension of Primary Term. For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____, which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. Upon expiration of this lease, lessee or its assigns shall file a Release in the Sublette County records.

W. L. Bain, aka William L. Bain, a single man,
as Trustee of the William L. Bain February 1, 1994 Family Trust

W L Bain

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

State of Wyoming
County of Sublette } S.S.

On this 28 day of November, 19 94, before me, the undersigned Notary Public in and for said county and state, personally appeared W. L. Bain known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 8/8/98

Tracey L Fields
Notary Public

TRACEY L. FIELDS
NOTARY PUBLIC
SUBLETTE COUNTY, WYOMING

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ personally known who, being by me duly sworn, did say that he is the _____ of _____ 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____.

My Commission Expires _____

_____
Notary Public

87629

Record d Feb. 23, 1995 8:45 a.m.
In Book 100 O&G Page 568
Fees $8.00 Mary L. Lankford
Sublette County Clerk
By Cathy Sexton, Deputy

OIL AND GAS LEASE

251149

THIS LEASE AGREEMENT is made as of the 28th day of September 1994, between Dorothy A. Noble, a widow of P. O. Box 713, Pinedale, WY 82941

as Lessor (whether one or more), and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 36 North, Range 114 West, 6th P. M.
Section 2: Lots 1 (30.52), 2 (30.38), SW¼NE¼, SE¼NW¼

Township 37 North, Range 113 West, 6th P. M.
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

in the county of Sublette, State of Wyoming, containing 460.90 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of ten (10) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in 1st National Bank of Pinedale at P. O. Box 519, Pinedale, WY 82941 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Four Hundred, Sixty and 90/100s ($460.90) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis, and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

~~15. Preferential Right. If, during the term of this lease (but not more than 25 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

~~16. Extension of Primary Term. For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____ which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Dorothy A. Noble

Dorothy A. Noble, a widow

SS#: 520-28-7316

State of _____ } S.S.
County of _____

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 7th day of October, 1994, before me, the undersigned Notary Public in and for said county and state, personally appeared Dorothy A. Noble known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires: 10-06-96

Notary Public

State of _____ } S.S.
County of _____

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ to me personally kown, 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_____.

My Commission Expires _____

Notary Public

[redacted] [redacted]

Recorded Feb. 23, 19[redacted] 8:45 a.m.
In Book 100 O&G Page 570
Fees $8.00 Mary L. Lankford
Sublette County Clerk
By Cathy Sexton, Deputy

87629

OIL AND GAS LEASE
251150

THIS LEASE AGREEMENT is made as of the 28th day of September, 1994, between Robert Charles Noble and Arlene R. Noble, husband and wife, of P. O. Box 39501, Ninilchik, Alaska 99639

as Lessor (whether one or more), and High Plains Associates, Inc., 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 36 North, Range 114 West, 6th P. M.
Section 2: Lots 1 (30.52), 2 (30.38), SW¼NE¼, SE¼NW¼

Township 37 North, Range 113 West, 6th P. M.
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, S½NW¼, NW¼SW¼

in the county of Sublette, State of Wyoming, containing 460.90 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of ten (10) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in National Bank of Alaska at Homer, AK 99603 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Four Hundred, Sixty and 90/100s ($460.90) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payments, rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties from any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

~~16. **Preferential Right.** If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

~~16. **Extension of Primary Term.** For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____ which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Robert Charles Noble

Robert Charles Noble

SS#: 520-34-9491

Arlene R. Noble

Arlene R. Noble

SS#: 484-26-[illegible]

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

State of ALASKA
County of Kenai Peninsula Borough } S.S.

On this 12 day of October, 1994, before me, the undersigned Notary Public in and for said county and state, personally appeared Robert Charles Noble and Arlene R. Noble known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 2/28/96

Notary Public

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

State of _____
County of _____ } S.S.

On this _____ day of _____, 19____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ to me personally kown, 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____.

My Commission Expires _____

Notary Public

[redacted] [redacted]

Recorded Feb 23,19[redacted] a.m.
In Book 100 O&G Pa[redacted]
Fees $8.00 Mary L. Lankford
Sublette County Clerk
By Cathy Sexton, Deputy

87629

OIL AND GAS LEASE

251151

THIS LEASE AGREEMENT is made as of the 28th day of September, 1994, between Colleen Haviland, formerly known as Colleen Noble, a widow of P. O. Box 222, Grace, ID 83241

as Lessor (whether one or more), and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Township 36 North, Range 114 West, 6th P. M.
Section 2: Lots 1 (30.52), 2 (30.38), SW¼NE¼, SE¼NW¼

Township 37 North, Range 113 West, 6th P. M.
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

in the county of Sublette, State of Wyoming, containing 460.90 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of ten (10) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Rental Payment. If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in Ireland Bank at P. O. Box B, Grace, ID 83241 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Four Hundred, Sixty and 90/100s ($460.90) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damages caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

~~15. **Preferential Right.** If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

~~16. **Extension of Primary Term.** For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____, which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Colleen Haviland

Colleen Haviland, formerly known as Colleen Noble, a widow

S.S.# 528-52-8856

DONA JEAN PERSON NOTARY PUBLIC STATE OF IDAHO

State of Idaho }
County of Lemhi } S.S.

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 17th day of October 19 94, before me, the undersigned Notary Public in and for said county and state, personally appeared Colleen Haviland known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires 8/15/97.

Dona Jean Person
Notary Public

State of _____ }
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ to me personally kown, 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_____.

My Commission Expires _____

_____
Notary Public

87628

Recorded Feb. 23,1995 8:45 a.m.
In Book 100 O&G Page 574
Fees $8.00 Mary L. Lankford
Sublette County Clerk
By Cathy Sexton, Deputy

OIL AND GAS LEASE

251152

THIS LEASE AGREMENT is made as of the 25th day of October 1994, between Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow, of 1114 Sybille Road, Wheatland, WY 82201

and High Plains Associates, Inc. of 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessor (whether one or more), Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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Section 2: Lots 1 (30.52), 2 (30.38), SW¼NE¼, SE¼NW¼

Township 37 North, Range 113 West, 6th P. M.
Section 33: SE¼SE¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

in the county of Sublette, State of Wyoming, containing 460.90 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of ten (10) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in Norwest Bank Wyoming, N.A. at P. O. Box 2799, Casper, WY 82602 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ Four Hundred Sixty and 90/100s---------- as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary 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 one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be based on only such proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, and only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

~~15. Preferential Right. If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

16. **Extension of Primary Term.** For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____, which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Sally Louise Noble Kidd

Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow

SS#: 520-38-7309

State of Wyoming
County of Platte } S.S.

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 28th day of October, 1994, before me, the undersigned Notary Public in and for said county and state, personally appeared Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal the date and year in the above states.

My Commission Expires August 3, 1996

Notary Public

County of Platte State of Wyoming
My Commission Expires Aug. 3, 1996

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ personally kown, who, being by me duly sworn, did say that he is the _____ of _____ 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_____.

My Commission Expir[redacted]

Notary Public

Producers 88 Pooling
Rental

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 3rd day of October, 1994 , between:

Paul C. Hagenstein and Bette Ann Hagenstein, Husband and Wife, and as tennants in common of P.O. Box E, Pinedale, Wyoming 82914

hereinafter called Lessor (whether one or more), and Dual Resources, Inc., a Colorado corporation, of 475 17th Street, Suite 980, Denver, CO 80202

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, hereinafter called Lessee (whether one or more). WITNESSETH: 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

WHEREVER THE TERM ONE-EIGHTH (1/8th) APPEARS IN THIS LEASE, IT SHALL BY THIS REFERENCE BE AMENDED TO READ SEVENTEEN PERCENT (17%).

FCH
BAH

251187

RECORDED Feb. 27 1995 11:00 AM
IN BOOK 100 pg 6 PAGE 576
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Saxton

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 873.81 acres, whether it contains more or less.

Five (5)

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.

1/8
17

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 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.

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 Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in

of Rock Springs, Wyoming 82901, Account # ~~009162~~ Rock Springs National Bank, 2-0824-7

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 $1.00 per net mineral acre

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 leased 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 rental payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

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 or (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.

6. If Lessor owns a lesser 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 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, royalties, or rental, 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 or rentals, 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 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, 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 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. 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 ratably 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.

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 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. 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 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.

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 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 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 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 163 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 660 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. 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.

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 or rentals 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.

Paul C Hagenstein
Paul C. Hagenstein
S.S. # 520-26-1425

Bette Ann Hagenstein
Bette Ann Hagenstein
S.S. # 563-32-8006

STATE OF Wyoming]
] ss.
COUNTY OF Sublette]

On this 11th day of October, 1994, before me personally appeared Paul C. Hagenstein and Bette Ann Hagenstein, to me personally 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:

JOHN S. BRACKEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Aug. 4, 1997

John S Brackey
Notary Public

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain oil and gas lease dated the 3rd day of October, 1994, by and between **Paul C. Hagenstein and Bette Ann Hagenstein**, husband and wife, as Lessors and **Dual Resources, Inc.**, as Lessee.

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M:
Section 14: W2/SE4, E2/SW4
Section 22: NE4
Section 23: N2, and that part of the E2/SE4 more particularly described as follows:

Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x 5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89°59' West 660.00 feet along the south line of said Section 23 to a point; thence North 36°07' West, 1113.1 feet to a point on the west line of the said E/2SE4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E2/SE4: thence south 89°59' East, 1318.7 feet along the north line of the said E2/SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 00°06' West, 2663.7 feet along the east line of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW4

Sublette County, Wyoming

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eight appear in this lease, the percentage of 17% shall be substituted therefore.

Lessee agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

SIGNED FOR VERIFICATION:

Paul C. Hagenstein

Paul C. Hagenstein

Bette Ann Hagenstein

Bette Ann Hagenstein

579

Produced by Pooling Kenta

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of October 1994, between:
Margaret Mocroft Family Limited Partnership of P.O. Box 578 Pinedale WY82941

hereinafter called Lessor (whether one or more), and Energy Investments, Inc., A Colorado Corporation, 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 Sublette County, Wyoming

Township 33 North-Range 109 West, 6th P.M.

Section 27:NE/4,E/2NW/4,NW/4NW/4.N/2SE/4

251188

RECORDED Feb. 27 1995 11:00 AM
IN BOOK 100 Misc PAGE 579
FEES 12.00 Mary L. Gallagher 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 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 360 acres, whether it contains more or less.

2. Subject to the other provisions herein contained, this Lease shall be for a term of ~~TEN~~ five(5) 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~~ 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. (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~~ 1/8 of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth~~ 1/8 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 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.

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 Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in Rock Springs National Bank of Rock Springs Wyoming 82901, Account # 4017174

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 threehundred sixty 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 leased 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 rental payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

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 or (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.

6. If Lessor owns a lesser 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 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 (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, royalties, or rental, 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 or rentals, 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 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, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of Lessee. No division of royalties shall be made effective [redacted] at the end of a

calendar month. If t[redacted] of royalties becomes changed into separate divi[redacted] 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. 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 ratably 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.

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 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. 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 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.

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 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 163 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 660 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. 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.

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 or rentals accruing hereunder.

13. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, [illegible] 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.

See exhibit "A" attached

By: Sylvia Sandoval
Sylvia Sandoval, General Partner

By: Harlene Maloney, General Partner

Tax I.D. 83-0284109

Margaret
Mocroft Family Partnership

State of New York
County of New York

On this 17th day of Nov, 1994 before me personally appeared Sylvia Sandoval, as General Partner in the Margaret Mocroft Family Limited Partnership, to me know to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires: 3/30/96

Notary Public

STEWART L. SHEFTEL
Notary Public, State of New York
No. 30-4777318
Qualified in Nassau County
Commission Expires March 30, 1996

581

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 11/18/94 before me, *MICHAEL E HERMAN* notary public,

personally appeared *HARLENE J MALONEY*

XXXXXXXXXXXXXXXXXXXXXXX

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.

HMD1 MICHAEL E. HERMAN COMMISSION #1029014 Notary Public California LOS ANGELES COUNTY My Commission Expires JUNE 5, 1998 HMD1

Official Notary Seal

Signature of Notary:

OPTIONAL

CAPACITY CLAIMED BY SIGNER

X

___ INDIVIDUAL

___ CORPORATE OFFICERS
Title(s):

___PARTNER(S) ___ LIMITED

___ GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document:
OIL AND GAS LEASE

Number Of Pages:
1

Date Of Document:
11/18/94

Signer(s) Other Than Named Above:

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED

LE-76 (06/94)

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of that certain oil and gas lease dated October 1, 1994 by and between the Mocroft Family Limited Partnership (Lessor) and Energy Investments, Inc.(Lessee). Margaret

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eighth appears in the lease, the percentage of 17% shall be substituted therefore.

Lessee agrees that any pipeline or flowline construction will only be conducted with the mutual consent of the lessor as to the pipeline location. Lessee further agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

In the event an oil well is established and an oil pumping unit is installed on the lease, foliage will be planted around the pumping unit or any other surface facilities subject to lessors reasonable satisfaction.

582

583

Producers 88 Paid Up
Rental

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of October 1994 between:
Margaret Mocroft Family Limited Partnership of P.O. Box 578 Pinedale WY82941

hereinafter called Lessor (whether one or more), and Energy Investments, Inc., A Colorado Corporation, 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 Sublette County, Wyoming

Township 33 North-Range 109 West, 6th P.M.

Section 22:S/2

251189

RECORDED 3.5.27, 1995 11:00AM
IN BOOK 107 016 PAGE 583
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Cathy Saxton

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 320 acres, whether it contains more or less.

2. Subject to the other provisions herein contained, this Lease shall be for a term of ~~ten~~ Five(5) 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~~ 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. (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~~ 1/8 of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth~~ 1/8 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 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.

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 Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in Rock Springs National Bank of Rock Springs Wyoming 82901, Account # 4017174

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 three hundred twenty 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 leased 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 rental payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

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 or (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.

6. If Lessor owns a lesser 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 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, royalties, or rental, 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 or rentals, 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, [redacted] the same according to the interest of record as [redacted] by the last certification of an abstract in Lessee's [redacted] subsequent to the date of the Less[redacted]ee's option, may suspend the payment thereof until [redacted] after such evidence is received. No change or div[redacted] ownership of the land, royalties, or [redacted] shall operate to enlarge the obligations or diminish the [redacted] of Lessee. No division of royalties shall be made [redacted] except at the end of a

calendar month. If t[redacted] of royalties becomes changed into separate divide[redacted] of said land and the owner of any such royalty [redacted]arate 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. 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 ratably 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 re-working 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.

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 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. 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 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.

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 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 163 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 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. 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.

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 or rentals 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 than 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.

See exhibit "A" attached

By: Sylvia Sandoval
Sylvia Sandoval, General Partner

Harlene Maloney
By: Harlene Maloney, General Partner

Tax I.D. 83-0284109

Margaret
Mocroft Family Limited Partnership

State of New York
County of New York

On this 17th day of Nov., 1994 before me personally appeared Sylvia Sandoval, as General Partner in the Margaret Mocroft Family Limited Partnership, to me know to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My comission expires: 3/30/96

Notary Public

STEWART L. SHEFTEL
Notary Public, State of New York
No. 30-4777318
Qualified in Nassau County
Commission Expires March 30, 1996

585

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 11/18/94 before me, *MICHAEL E HERMAN* notary public,

personally appeared *HARLENE J MALONEY*

X 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.

MICHAEL E. HERMAN
COMMISSION #1029014
Notary Public California
LOS ANGELES COUNTY
My Commission Expires
JUNE 5, 1998

Official Notary Seal

Signature of Notary:

OPTIONAL

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL

___ CORPORATE OFFICERS
Title(s):

___PARTNER(S) ___ LIMITED

___ GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document:
OIL AND GAS LEASE

Number Of Pages:
1

Date Of Document:
11/18/94

Signer(s) Other Than Named Above:

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED

LE-76 (06/94)

Exhibit "A"

Attached to and made a part of that certain oil and gas lease dated October 1, 1994 by and between the Mocroft Family Limited Partnership (Lessor) and Energy Investments, Inc.(Lessee). Margaret

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eighth appears in the lease, the percentage of 17% shall be substituted therefore.

Lessee agrees that any pipeline or flowline construction will only be conducted with the mutual consent of the lessor as to the pipeline location. Lessee further agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

In the event an oil well is established and an oil pumping unit is installed on the lease, foliage will be planted around the pumping unit or any other surface facilities subject to lessors reasonable satisfaction.

587

Producers 88 Pooling
Rental

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of October 1994 between:
Margaret Mocroft Family Limited partnership of P.O. Box 578 Pinedale WY82941

hereinafter called Lessor (whether one or more), and Energy Investments, Inc., A Colorado Corporation, 475 17th Street, Suite 980, Denver Colorado 80202

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 Sublette County, Wyoming hereinafter called Lessee (whether one or more). WITNESSETH:

Township 33 North-Range 109 West, 6th P.M.

Section 26:SW/4
Section 35:N/2NW/4,NE/4,SE/4NW/4

251190

RECORDED Feb. 27 1995 11:00 AM
IN BOOK 100 0+6 PAGE 587
FEES 12.00
SUBLETTE COUNTY CLERK By Cathy Jaxtheimer COUNTY CLERK

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 440 acres, whether it contains more or less.

2. Subject to the other provisions herein contained, this Lease shall be for a term of ~~TEN~~ five(5) 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~~ 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. (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~~ 1/8 of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth~~ 1/8 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 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.

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 Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in Rock Springs National Bank of Rock Springs Wyoming 82901, Account # 4017174 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 four hundred forty 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 leased 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 rental payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

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 or (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.

6. If Lessor owns a lesser 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 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, royalties, or rental, 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 or rentals, 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 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, royalties, or rentals shall be binding to enlarge the obligations or diminish the rights of [redacted]. No division of royalties shall be made effective [redacted] end of a

calendar month. If [redacted] ip of royalties becomes changed into separate div[redacted]s of said land and the owner of any such royalty [redacted] separate gauges for production from [redacted]e 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. 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 ratably 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.

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 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. 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 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.

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 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 163 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. 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.

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 or rentals 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.

See exhibit "A" attached

By: Sylvia Sandoval
Sylvia Sandoval, General Partner

Tax I.D. 83-028 4109
Margaret
Mocroft Family Limited Partnership

Harlene Maloney
By: Harlene Maloney, General Partner

State of New York
County of New York

On this 17th day of Nov, 1994 before me personally appeared Sylvia Sandoval, as General Partner in the Margaret Mocroft Family Limited Partnership, to me know to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires: 3/30/96

Notary Public

STEWART L. SHEFTEL
Notary Public, State of New York
No. 30-4777318
Qualified in Nassau County
Commission Expires March 30, 1996

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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 11/18/94 before me, *MICHAEL E HERMAN* notary public,

personally appeared *HARLENE J MALONEY*

X 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.

MICHAEL E. HERMAN
COMMISSION #1029014
Notary Public California
LOS ANGELES COUNTY
My Commission Expires
JUNE 5, 1998

Official Notary Seal

Signature of Notary:

OPTIONAL

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL

___ CORPORATE OFFICERS
Title(s):

___PARTNER(S) ___ LIMITED

___ GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document:
OIL AND GAS LEASE

Number Of Pages:
1

Date Of Document:
11/18/94

Signer(s) Other Than Named Above:

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED

LE-76 (06/94)

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of that certain oil and gas lease dated October 1, 1994 by and between the Mocroft Family Limited Partnership (Lessor) and Energy Investments, Inc.(Lessee). Margaret

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eighth appears in the lease, the percentage of 17% shall be substituted therefore.

Lessee agrees that any pipeline or flowline construction will only be conducted with the mutual consent of the lessor as to the pipeline location. Lessee further agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

In the event an oil well is established and an oil pumping unit is installed on the lease, foliage will be planted around the pumping unit or any other surface facilities subject to lessors reasonable satisfaction.

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Producers 88 Pooling
Paid

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of October 1994 between:
Margaret Mocroft Family Limited Partnership of P.O. Box 578 Pinedale Wy82941

hereinafter called Lessor (whether one or more), and Energy Investments, Inc., A Colorado Corporation, 475 17th Street, Suite 980, Denver Colorado 80202

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 Sublette County, Wyoming hereinafter called Lessee (whether one or more), WITNESSETH:

Township 33 North-Range 109 West, 6th P.M.

See Exhibit "A" attached 251191

RECORDED Feb. 27, 1995 11:00 AM
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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 334.66 acres, whether it contains more or less.

2. Subject to the other provisions herein contained, this Lease shall be for a term of TEN 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 1/8th 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 1/8th 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 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.

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 Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in Rock Springs National BanK of Rock Springs Wyoming 82901, Account # 4017174 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 Three hundred thirty five 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 leased 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 rental payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

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 or (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.

6. If Lessor owns a lesser 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 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, royalties, or rental, 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 or rentals, 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 same according to the interest of record as disclosed [redacted] last certification of an abstract in Lessee's possess[redacted]ent to the date of the Lease, or at [redacted]tion, may suspend the payment thereof until sixty d[redacted]uch evidence is received. No change or division in [redacted]hip of the land, royalties, or rentals [redacted] to enlarge the obligations or diminish the rights of Lessee. No division of royalties shall be made effective [redacted] of the end of a

calendar month. If the ownership of royalties becomes changed into separate divi[redacted] of said land and the owner of any such royalt[redacted] ale gauges for production from su[redacted] tracts, he shall request Lessee to set separate [redacted] receiving tanks and pay to Lessee in advan[redacted] estimated cost of procuring and settin[redacted] 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. 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 ratably 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.

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 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. 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 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.

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 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 163 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 660 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. 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.

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 or rentals 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.

See exhibit "A" attached

By: Sylvia Sandoval
Sylvia Sandoval, General Partner

Tax I.D. 83-0284109

Margaret
Mocroft Family Limited Partnership

Harlene Maloney
By: Harlene Maloney, General Partner

State of NEW YORK
County of NEW YORK

On this 8th day of DEC., 1994 before me personally appeared SYLVIA SANDOVAL, as General Partner in the Margaret Mocroft Family Limited Partnership, to me know to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires: 3/30/96

Notary Public

[illegible]
Notary Public, State of New York
[illegible]
Commission Expires March 30, 1996

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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 12/23/94 before me, *MICHAEL E HERMAN* notary public,

personally appeared *HARLENE MALONEY*

~~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.

MICHAEL E. HERMAN
COMMISSION #1029014
Notary Public California
LOS ANGELES COUNTY
My Commission Expires
JUNE 5, 1998

Official Notary Seal

Signature of Notary: Michael E. Herman

OPTIONAL

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL

___ CORPORATE OFFICERS
Title(s):

___PARTNER(S) ___ LIMITED

___ GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document:
OIL AND GAS LEASE

Number Of Pages:
1

Date Of Document:
12/08/94

Signer(s) Other Than Named Above:

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED

LE-76 (06/94)

Exhibit "A"

Attached to and made a part of that certain oil and gas lease dated October 1, 1994 by and between the Mocroft Family Limited Partnership (Lessor) and Energy Investments, Inc.(Lessee). Margaret

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eighth appears in the lease, the percentage of 17% shall be substituted therefore.

Lessee agrees that any pipeline or flowline construction will only be conducted with the mutual consent of the lessor as to the pipeline location. Lessee further agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

In the event an oil well is established and an oil pumping unit is installed on the lease, foliage will be planted around the pumping unit or any other surface facilities subject to lessors reasonable satisfaction.

Township 33 North-Range 109 West,6th PM
Section 25:SW/4,W/2SE/4.
Section 26: E/2SE/4,SW/4SE/4 being 334.66 acres more or less
less and except the following tracts:

Tract 2:

That part of the NW¼SE¼ of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian lying and being situate northeasterly of the center-line of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming;

said tract containing 1.57 acres;

Tract 3:

A tract of land located in Sublette County, State of Wyoming, in the S½ of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:

Beginning at a point which is South 86°18'46" East, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26;

thence North 89°04'45" East, a distance of 1084.38 feet;

thence South 57°20'00" East, a distance of 1273.81 feet;

thence South 32°40'00" West, a distance of 600 feet;

thence North 57°20'00" West, a distance of 2177.31 feet to the point of beginning;

said tract containing 23.77 acres, more or less;

595

Producers 88 Paid Up
Rental

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of October '994 , between:
Margaret Mocroft Family Limited Partnership of P.O. Box 578 Pinedale WY82941

hereinafter called Lessor (whether one or more), and Energy Investments, Inc., A Colorado Corporation
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 , take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, Wyoming

Township 33 North-Range 109 West, 6th P.M.

Section 15:SW/4
Section 22:NW/4
Section 21:E/2NE/4

251192

RECORDED Feb. 27 1995 11:00AM
IN BOOK 100 PAGE 595
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sasso

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 400 acres, whether it contains more or less.

2. Subject to the other provisions herein contained, this Lease shall be for a term of five(5) 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 1/8th 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 1/8th of the gas sold or used, provided that on gas sold the royalty shall be 1/8th 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 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.

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 Lessee shall, on or before one year from this date, pay or tender to Lessor or for Lessor's credit in Rock Springs National Bank of Rock Springs Wyoming 82901, Account # 4017174

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

four hundred 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 leased 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 rental payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

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 or (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.

6. If Lessor owns a lesser 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 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, royalties, or rental, 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 or rentals, 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 interest of record as disclosed by the last certification of an abstract in Lessee's possession subsequent to the date of the Lease, at Lessee's option, may suspend the payment thereof until 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 at the end of a

calendar month. If [redacted] of royalties becomes changed into separate di[redacted] of said land and the owner of any such royalty [redacted] separate gauges for production from [redacted] 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. 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 ratably 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.

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 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. 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 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.

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 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 163 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 680 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. 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.

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 or rentals 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.

See exhibit "A" attached

By: Sylvia Sandoval
Sylvia Sandoval, General Partner

By: Harlene Maloney
By: Harlene Maloney, General Partner

Tax I.D. 83-0284109
Margaret
Mocroft Family Limited Partnership

State of New York
County of New York

On this 17th day of Nov, 1994 before me personally appeared Sylvia Sandoval, as General Partner in the Margaret Mocroft Family Limited Partnership, to me know to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires: 3/30/96

Notary Public

STEWART L. SHEFTEL
Notary Public, State of New York
No. 30-4777318
Qualified in Nassau County
Commission Expires March 30, 19[illegible]

596

ALL-PURPOSE ACKNOWLEDGMENT

597

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 11/18/94 before me, *MICHAEL E HERMAN* notary public,

personally appeared *HARLENE J MALONEY*

X 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.

HMD1 MICHAEL E. HERMAN COMMISSION #1029014 Notary Public California LOS ANGELES COUNTY My Commission Expires JUNE 5, 1998 HMD1

Official Notary Seal

Signature of Notary: Michael E. Herman

OPTIONAL

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL

___ CORPORATE OFFICERS
Title(s):

___PARTNER(S) ___ LIMITED

___ GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document:
OIL AND GAS LEASE

Number Of Pages:
1

Date Of Document:
11/18/94

Signer(s) Other Than Named Above:

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED

LE-76 (06/94)

Exhibit "A"

Attached to and made a part of that certain oil and gas lease dated October 1, 1994 by and between the Mocroft Family Limited Partnership (Lessor) and Energy Investments, Inc.(Lessee). Margaret

It is agreed and understood that the royalty provided for herein shall be 17% of 8/8ths of the production and not one-eighth as stated in the above referenced oil and gas lease. Wherever the words one-eighth appears in the lease, the percentage of 17% shall be substituted therefore.

Lessee agrees that any pipeline or flowline construction will only be conducted with the mutual consent of the lessor as to the pipeline location. Lessee further agrees, after any well has been drilled, to restore the ground by adequately tamping, packing and reseeding the drilling pad to a condition, as nearly as possible, as it existed prior to the drilling of the well.

In the event an oil well is established and an oil pumping unit is installed on the lease, foliage will be planted around the pumping unit or any other surface facilities subject to lessors reasonable satisfaction.

599

STATE OF WYOMING }
} 251193
COUNTY OF SUBLETTE }

RECORDED Feb. 27 1995 11:00AM
IN BOOK 100 MISC 61 PAGE 599
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, DUAL RESOURCES, INC., 475 17th Street, Suite 980, Denver, Colorado 80202 (hereinafter "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, provisions, conditions and/or limitations set forth herein, and WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, does hereby sell, transfer and assign unto CENEX, Inc., 2220 Grant Road, Billings, Montana 59104 (hereinafter "Assignee") all right, title and interest, subject to the reservations hereinafter set out, in and to the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming.

THIS Assignment is made subject to the terms and provisions of any existing contract or obligation affecting the assigned leasehold, whether or not of record in Sublette County, Wyoming, and whether or not specifically referenced herein, and to all applicable laws, rules and regulations, both State and Federal.

ASSIGNOR excepts and reserves an overriding royalty interest in the oil and gas leases described on Exhibit "A" in an amount equal to the difference between the existing royalty burdens of record and 20.00% of all oil, gas, casinghead gas, condensate and other hydrocarbons produced and saved from the oil and gas leases so assigned or any modifications, renewals or extensions thereof. Said overriding royalty interest herein reserved shall be free of all development, production, marketing and operating costs and expenses, including transportation and gathering fees, however, said interests shall bear and pay currently its proportion of the gross production taxes, pipeline taxes, ad valorem taxes and all other taxes assessed against the gross production attributable to said overriding royalty interest.

ASSIGNEE agrees to protect, indemnify and hold Assignor free and harmless from and against any and all claims, liens, demands and causes of action of every kind and character (including the amounts of judgments. penalties, interest, court costs, and legal fees incurred by Assignor in the defense of same) arising in favor of any person, entity or governmental agency, or other third parties (including employees of either party), on account of fines, penalties, forfeitures, taxes, claims, debts, personal injuries, death, or damage to property, and without limitation by enumeration, all other claims, demands and causes of action of any kind and every character caused by, occurring from or incidental to Assignee's use and occupancy of these premises.

TO HAVE AND TO HOLD the herein described premises, together with the proportionate part of the rights and appurtenances thereto in anywise belonging unto said Assignee, its successors and assigns, subject to all of the terms, conditions, limitations and covenants of the aforesaid oil and gas leases, and Assignee, by acceptance of this Assignment, agrees to be bound by and fulfill proportionately as to its interests the terms and provisions thereof.

ASSIGNEE agrees to give written notice tc Assignor (60) sixty days prior to the anniversary date in the event Assignee elects not to pay any delay rentals on any leases referenced herein. Assignor will have (30) thirty days in which to notify Assignee of its election to take reassignment of any lease contained herein, free and clear of any additional burdens.

[redacted] pa[redacted] [redacted]

ASSIGNEE joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument.

THIS instrument shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 11th day of January, 1995.

ASSIGNOR

DUAL RESOURCES, INC.

Mark S. Wallace
MARK S. WALLACE
PRESIDENT

ASSIGNEE

CENEX, Inc.

By: J. R. Keating

Its: Vice President

600

STATE OF COLORADO }
CITY & }
COUNTY OF DENVER }

This foregoing instrument was acknowledged before me by Mark S. Wallace, President of Dual Resources, Inc., a Colorado corporation, on behalf of said corporation on the 11th day of January, 1995.

Witness my hand and official seal.

CHARLES S. [illegible] NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires:

4-25-98

STATE OF MONTANA }
}
COUNTY OF YELLOWSTONE }

This foregoing instrument was acknowledged before me by J. R. Keating as Vice President of CENEX, Inc., a Minnesota corproation, on behalf of said corporation on the 16th day of January, 1995.

JUDITH L. BREWER NOTARIAL SEAL STATE OF MONTANA

Witness my hand and official seal.

Notary Public

My Commission Expires:

December 7, 1995

[redacted] pa[redacted]

[redacted] d to and made a part of that cert [redacted] gnment of Oil and Gas Leases d [redacted] January 9, 1995, by and between Dual Resources, Inc. and CENEX, Inc.

EXHIBIT A

SUBLETTE COUNTY, WYOMING

LESSOR: The Shriver Family Revocable Trust
LEASE DATE: 8/4/94
RECORDING BOOK/PAGE: Book 99, Page 408
DESCRIPTION:

Township 34 North, Range 109 West of the 6th P.M,
Section 28: NW4/NW4, S2/NW4, NE4/SW4
Section 29: SW4/NW4, SW4

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 Ray 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;

Section 30: Lot 1 (38.63), SE4/NE4, and the South 18 acres of the NE4/NE4, E2SE4
Section 32: NW4/NW4

AND that portion of the NE/4 of Section 31 and the SW/4SE/4 of Section 30, Township 34 North, Range 109 West of the 6th P.M., 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 1,580 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 SW4/SE4 of Section 30, T. 34 N.,R. 109 W.; thence proceeding easterly along said north line of the SW4/SE4 of Section 30 a distance of 686 feet, more or less, to the northeast corner of the SW4/SE4 Section 30; thence proceeding southerly along the east line of the SW4/SE4 a distance of 1,320 feet, more or less, to the southeast corner of the SW4/SE4 of Section 30; thence proceeding easterly along the north line of the NE/4 of Section 31, T. 34 N., R. 109 W., a distance of 1,320 feet, more or less, to the point of beginning;

Township 34 North, Range 110 West of the 6th P.M.
Section 24: SE4
Section 25: NW4/NE4

LESSOR: Steele Ranches Partnership
LEASE DATE: 8/4/94
RECORDING BOOK/PAGE: Book 99, Page 404
DESCRIPTION:

Township 34 North, Range 109 West, 6th P.M.
Section 30: Lots 2 and 3, SW4/NE/4, SE4/NW4
Township 34 North, Range 110 West, 6th P.M.
Section 25: NE4/NE4, S2/NE4, S2 /NW4, SW4, W2/SE4, NE4/SE4

603

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 9, 1995, by and between Dual Resources, Inc. and CENEX, Inc.

LESSOR: Paul C. and Bette Ann Hagenstein
LEASE DATE: 10/3/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 14: W2/SE4, E2/SW4
Section 22: NE4
Section 23: N2, and that part of the E2/SE4 more particularly described as follows:

Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x 5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89°59' West 660.00 feet along the south line of said Section 23 to a point; thence North 36°07' West, 1113.1 feet to a point on the west line of the said E/2SE4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E2/SE4: thence south 89°59' East, 1318.7 feet along the north line of the said E2/SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 00°06' West, 2663.7 feet along the east line of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW4

251194

STATE OF WYOMING }
}
COUNTY OF SUBLETTE }

RECORDED Feb. 27, 1995 11:00AM
IN BOOK 100 Opt 6 PAGE 1004
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, ENERGY INVESTMENTS, INC., 475 17th Street, Suite 980, Denver, Colorado 80202 (hereinafter "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, provisions, conditions and/or limitations set forth herein, and WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, does hereby sell, transfer and assign unto CENEX, Inc., 2220 Grant Road, Billings, Montana 59104 (hereinafter "Assignee") all right, title and interest, subject to the reservations hereinafter set out, in and to the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming.

THIS Assignment is made subject to the terms and provisions of any existing contract or obligation affecting the assigned leasehold, whether or not of record in Sublette County, Wyoming, and whether or not specifically referenced herein, and to all applicable laws, rules and regulations, both State and Federal.

ASSIGNOR excepts and reserves an overriding royalty interest in the oil and gas leases described on Exhibit "A" in an amount equal to the difference between the existing royalty burdens of record and 20.00% of all oil, gas, casinghead gas, condensate and other hydrocarbons produced and saved from the oil and gas leases so assigned or any modifications, renewals or extensions thereof. Said overriding royalty interest herein reserved shall be free of all development, production, marketing and operating costs and expenses, including transportation and gathering fees, however, said interests shall bear and pay currently its proportion of the gross production taxes, pipeline taxes, ad valorem taxes and all other taxes assessed against the gross production attributable to said overriding royalty interest.

ASSIGNEE agrees to protect, indemnify and hold Assignor free and harmless from and against any and all claims, liens, demands and causes of action of every kind and character (including the amounts of judgments. penalties, interest, court costs, and legal fees incurred by Assignor in the defense of same) arising in favor of any person, entity or governmental agency, or other third parties (including employees of either party), on account of fines, penalties, forfeitures, taxes, claims, debts, personal injuries, death, or damage to property, and without limitation by enumeration, all other claims, demands and causes of action of any kind and every character caused by, occurring from or incidental to Assignee's use and occupancy of these premises.

TO HAVE AND TO HOLD the herein described premises, together with the proportionate part of the rights and appurtenances thereto in anywise belonging unto said Assignee, its successors and assigns, subject to all of the terms, conditions, limitations and covenants of the aforesaid oil and gas leases, and Assignee, by acceptance of this Assignment, agrees to be bound by and fulfill proportionately as to its interests the terms and provisions thereof.

ASSIGNEE agrees to give written notice to Assignor (60) sixty days prior to the anniversary date in the event Assignee elects not to pay any delay rentals on any leases referenced herein. Assignor will have (30) thirty days in which to notify Assignee of its election to take reassignment of any lease contained herein, free and clear of any additional burdens.

ASSIGNEE joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument.

THIS instrument shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 11th day of January, 1995.

ASSIGNOR

ENERGY INVESTMENTS, INC.

STEPHEN P. CHAMBERLAIN
PRESIDENT

ASSIGNEE

CENEX, Inc.

By: J. R. Keating

J. R. Keating
Its: Vice President

[redacted] pa[redacted]

STATE OF COLORADO }
CITY & }
COUNTY OF DENVER }

This foregoing instrument was acknowledged before me by Stephen P. Chamberlain, President of Energy Investments, Inc., a Colorado corporation, on behalf of said corporation on the 11th day of January, 1995.

Witness my hand and official seal.

CHARLES D. GREENE NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires:

7-25-98

STATE OF MONTANA }
}
COUNTY OF YELLOWSTONE }

This foregoing instrument was acknowledged before me by J. R. Keating as Vice President of CENEX, Inc., a Minnesota corproation, on behalf of said corporation on the 16th day of January, 1995.

JUDITH L. BREWER NOTARIAL SEAL STATE OF MONTANA

Witness my hand and official seal.

Judith L. Brewer
Notary Public

My Commission Expires:

December 7, 1995

6046

607

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 9, 1995, by and between Energy Investments, Inc. and CENEX, Inc.

EXHIBIT A
SUBLETTE COUNTY, WYOMING

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 26: SW4
Section 35: N2/NW4, NE4, SE4/NW4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 22: S2

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 15: SW4
Section 22: NW4
Section 21: E2/NE4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 27: NE4, E2/NW4, NW4/NW4, N2/SE4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Not Recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 25: SW4, W2/SE4
Section 26: E2/SE4, SW4/SE4 EXCEPT the following tracts:

That part of the NW4/SE4 of Section 25, Township 33 North, Range 109 West of the Sixth Principle Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres

A tract of land located in Sublette County, State of Wyoming, in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:
Beginning at a point which is South 86°18'46" East, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26; thence North 89°04'45" East, a distance of 1084.58 feet; thence South 57°20'00" East, a distance of 1273.81 feet; thence South 32°40'00" West, a distance of 600 feet; thence North 57°20'00" West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, **as Lessors, to** Contex Energy Company, **as Lessee, recorded in Book** 98, **Page** 344, **of the** Oil and Gas **Records of** Sublette **County,** Wyoming, **is owned by** Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 **in so far as it covers the following described land in** Sublette **County,** Wyoming, **to-wit:**

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

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Teeny Mae Julian and Harry F. Julian, wife and husband **and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto** 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
Teeny Mae Julian and Harry F. Julian, wife and husband, P.O. Box 809, 1310 Central Ave. Kemmerer WY 83101	Key Bank Kemmerer WY 83101	$47.75

251245

RECORDED March 6 1995 3:55 P M
IN BOOK 100, 0+6 PAGE 608
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields
COUNTY CLERK

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 3rd **day of** January, **19** 95.

Teeny Mae Julian
Teeny Mae Julian
SS# 520-84-4332 (SEAL)

Harry F. Julian
Harry F. Julian
Social Security No: 520-07-2629 (SEAL)

(SEAL)

STATE OF WYOMING }
COUNTY OF Lincoln } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of January 19 95, personally appeared Teeny Mae Julian and Harry F. Julian, wife and husband

and

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 11-16-98

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.....

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

[redacted] RATIFICATION A[redacted]RENTAL DIVISION ORDE[redacted]

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, **from** 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, **as Lessors, to** Contex Energy Company, **as Lessee, recorded in Book** 98, **Page** 344, **of the** Oil and Gas **Records of** Sublette **County,** Wyoming, **is owned by** Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette **County,** Wyoming, **to-wit:**

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

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Ruby F. Hayter, a widow, formerly Ruby F. Borden

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
Ruby F. Hayter, a widow 507 NE 99th St., #75 Vancouver WA 98665	Ruby F. Hayter, a widow 507 NE 99th St., #75 Vancouver WA 98665	$47.75

251246

RECORDED March 6 1995 355PM
IN BOOK 100 Orbt PAGE 610
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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 29 **day of** Dec, **19** 94.

Ruby F. Hayter (SEAL)

Ruby F. Hayter, a widow, formerly
Ruby F. Borden SS# 539-22-2851 (SEAL)

(SEAL)

(SEAL)

610

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

611

STATE OF WASHINGTON
COUNTY OF Clark } 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 29th day of December, 19 94, personally appeared Ruby F. Hayter, a widow, formerly Ruby F. Borden

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

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

My Commission Expires 7-30-98

Ron Thornsbury
Notary Public.

RON THORNSBURY — NOTARY PUBLIC — STATE OF WASHINGTON — COMMISSION EXPIRES JULY 30, 1998

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

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

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

day of....., 19....., personally appeared.....

and

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

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

My Commission Expires.....

.....
Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....

FROM

.....

TO

.....

.....

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

No. Acres.....

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

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

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

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

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

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

.....
County Clerk.

By.....
Deputy.

When recorded return to

RATIFICATION / [redacted] RENTAL DIVISION ORDER [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, **as Lessors,**

to Contex Energy Company, **as Lessee, recorded in Book** 98, **Page** 344,

of the Oil and Gas **Records of** Sublette **County,** Wyoming, **is owned by**

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

in so far as it covers the following described land in Sublette **County,** Wyoming, **to-wit:**

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

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

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

Robert H. Wilson and Helen A. Wilson, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Robert H. Wilson and Helen A. Wilson, husband and wife P.O. Box 126 Big Piney WY 83113	Key Bank Big Piney WY 83113	$47.75

251247

RECORDED March 6 1995 355 P M
IN BOOK 100 of O & G PAGE 612
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

and that payment or tender, of the amount above set forth opposite their **name, directly or to** their **credit in the depository bank at the times and in the manner specified in said lease will, as to** their **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** their **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 27th **day of** December, **19** 94.

Robert H. Wilson (SEAL)
Robert H. Wilson
Social Security No: 520-42-9265

Helen A. Wilson (SEAL)
Helen A. Wilson
Social Security No: 520-46-6348 (SEAL)

(SEAL)

(SEAL)

612

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

613

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 27th day of December 19 94, personally appeared Robert H. Wilson and Helen A. Wilson, husband and wife

and

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

GEORGIA COSTELLO
Notary Public - State of Wyoming
Sublette County

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

My Commission Expires 1/23/97

Georgia Costello
Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

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

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994 **from** 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 **as Lessors, to** Contex Energy Company **as Lessee, recorded in Book** 98 **Page** 344 **of the** Oil and Gas **Records of** Sublette **County,** Wyoming **is owned by** Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 **in so far as it covers the following described land in** Sublette **County,** Wyoming **to-wit:**

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

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Lewis Able Wilson, Jr., and Betty Lou Wilson, husband and wife **and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto** 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
Lewis Able Wilson, Jr. and Bette Lou Wilson, husband and wife, P.O. Box 764 Big Piney WY 83113	Key Bank Big Piney WY 83113	$15.92

251248

RECORDED March 6 1995 355PM
IN BOOK 100 PAGE 614
FEES 8.00 - COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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.

(their, their, their)

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 30th **day of** December **19** 94.

Lewis A Wilson Jr (SEAL)
Lewis Able Wilson, Jr.
SS# 564-50-0968

Bette Lou Wilson (SEAL)
Bette Lou Wilson
Social Security No: 520 42 4910

(SEAL)

(SEAL)

614

615

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 30th day of December, 1996, personally appeared Lewis Able Wilson, Jr. and Bette Lou Wilson, husband and wife

and

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 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.

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

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

day of....., 19....., personally appeared.....

and

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

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

My Commission Expires.....

Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public.

My Commission expires.....

No.....

FROM

.....

TO

.....

.....

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

No. Acres.....

.....County.....

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

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

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

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

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

.....
County Clerk.

By.....
Deputy.

When recorded return to

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, **from** 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, **as Lessors, to** Contex Energy Company, **as Lessee, recorded in Book** 98, **Page** 344, **of the** Oil and Gas **Records of** Sublette **County,** Wyoming, **is owned by** Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette **County,** Wyoming, **to-wit:**

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

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Betty Summerford and Robert Summerford, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Betty Summerford and Robert Summerford, wife and husband, 519 Sierra Madre Fresno CA 93705	pay direct to lessor at address shown	$15.92

251249

RECORDED March 6, 1995 3:59 PM
IN BOOK 100 M&G II PAGE 616
FEES 8.00 Tracy L Fields COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracy L Fields

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 1/5/95 **day of** 1-5-95, **19** ~~94~~.

Betty Summerford (SEAL)
Betty Summerford
Social Security No: 573-46-9512

Robert Summerford (SEAL)
Robert Summerford
Social Security No: 562-44-1820

(SEAL)

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Fresno

On January 5, 1995 (DATE) before me, LINDA DIANE WILSON, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared BETTY SUMMERFORD and ROBERT SUMMERFORD (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.

OFFICIAL SEAL
LINDA DIANE WILSON
NOTARY PUBLIC-CALIFORNIA
NOTARY BOND FILED IN
FRESNO COUNTY
My Commission Exp. June 26, 1995

WITNESS my hand and official seal.

Linda Diane Wilson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

Themselves

DESCRIPTION OF ATTACHED DOCUMENT

RATIFICATION AND RENTAL DIVISION ORDER
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

8-1-94
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL [redacted] ASSOCIATION • P[redacted] ummet Ave., P.O. Box 7184 • [redacted], CA 91309-7184

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, **from** 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, **as Lessors, to** Contex Energy Company, **as Lessee, recorded in Book** 98, **Page** 344, **of the** Oil and Gas **Records of** Sublette **County,** Wyoming, **is owned by** Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202

in so far as it covers the following described land in Sublette **County,** Wyoming, **to-wit:**

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

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jo Anne Stamps and Roy Stamps, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Jo Anne Stamps and Roy Stamps, wife and husband, 18149 Tammerland Way Riverside CA 92504	pay rentals directly to lessor as address shown	$15.92

251250

RECORDED March 6 19 95 3:55 PM
IN BOOK 100 Misc PAGE 618
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

and that payment or tender, of the amount above set forth opposite ~~his~~ their name, directly or to ~~his~~ their credit in the depository bank at the times and in the manner specified in said lease will, as to ~~his~~ their 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~~ their 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 27 **day of** Dec. **19** 94

Jo Anne Stamps
Social Security No: 555-46-6405
Jo Anne Stamps (SEAL)

Roy Stamps
Social Security No: 545-44-8435
Roy A. Stamps (SEAL)
Roy Stamps

618

619

STATE OF CALIFORNIA
COUNTY OF Riverside } 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 27 day of December 19 94, personally appeared Jo Anne Stamps and Roy Stamps, wife and husband

and

Proved 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 August 19, 1997 David A. Mullen
Notary Public.

DAVID A. MULLEN
COMM. #1001364
Notary Public — California
RIVERSIDE COUNTY
My Comm. Expires AUG 19, 1997

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

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

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

and

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

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

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)
Notary Public.

My Commission expires .....

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

FORM TA-2 [redacted] 94

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994, from 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, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98, Page 344, of the Oil and Gas Records of Sublette County, Wyoming, is owned by Contex Energy Company of 1645 Court Place, Suite 212, Denver, CO 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3, 4, S½NW, S½

containing 477.78 acres, more or less

There are excepted from this Ratification of Oil and Gas Lease all other lands covered by said lease which are not specifically described in this Ratification and Rental Division Order.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Robert R. Meyer and Janet E. Meyer, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Robert R. Meyer and Janet E. Meyer	The Berthoud National Bank P. O. Box 1079 Berthoud, CO 80513	$ 47.75

251251

RECORDED March 6 1995 3:55 PM
IN BOOK 100 Mar 6 PAGE 620
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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 23rd day of February, 1995.

Robert R. Meyer (SEAL)
ROBERT R. MEYER ss# 494-16-3360

Janet E. Meyer (SEAL)
JANET E. MEYER
529-38-7742

(SEAL)

(SEAL)

620

621

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

STATE OF Colorado
COUNTY OF Larimer } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of February, 19 95, personally appeared Robert R. Meyer and Janet E. Meyer, 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 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 August 28, 1996

Hazel M. Carlson
Notary Public.

Address: 310 Mountain Avenue, Berthoud, CO 80513

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,_____

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 3000-3
June 1988

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 AUG -2 AM 9:0[illegible]

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-117450

Lease Effective Date
(Anniversary Date)
September 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* THOMAS J. NOONAN
Street 1300 MANOR DRIVE
City, State, ZIP Code CASPER, WYOMING 82609

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

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T-29-N, R-110-W, 6th PM, Sublette County, Wyoming Section 23: All Section 24: All Containing 1280.00 acres	100%	100%	NONE	4%	NONE

251255

RECORDED March 7 1995 9:00 AM
IN BOOK 100 MM+G PAGE 622
FEES 8.00 Tracy L. Fields COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracy L Fields

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 JAN 31 1995

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

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 31 1995
(Date)

622

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.

If Assignee should at any time desire to surrender the lease to the United States as to all or any portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time for the payment of the next annual rental under the terms of the lease or any extension or renewal thereof or (b) the expiration of the lease if it may be extended or renewed other than by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days from the time it is tendered, Assignee shall be free to surrender the lease as to such lands. If the reassignment is accepted by Assignor, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the lands covered by the reassignment. Failure to tender the reassignment shall render Assignee liable only if Assignor has reserved herein an interest in production. Assignee's liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment.

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personall, appeared A. W. Rutter, 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, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of May, 1994.

CHARLOTTE S. HARRIS
Notary Public, State of Texas
My Commission Expires 5-18-95

Charlotte S. Harris
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN, THIS 27TH DAY OF JULY, 1994
WITNESS MY HAND AND OFFICIAL SEAL.

Gail Hendrickson
NOTARY PUBLIC

MY COMMISSION EXPIRES

GAIL HENDRICKSON-NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
My Commission Expires May 1, 1996

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

Executed this 31st day of May, 19 94

Name of Assignor as shown on current lease MIDLAND ENERGY INVESTORS
Please type or print

Assignor By: A. W. Rutter, Jr.
or A. W. Rutter, Jr., Partner (Signature)
Attorney-in-fact
(Signature)

P. O. Box 3146
(Assignor's Address)

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

Executed this 27TH day of JULY, 19 94

Assignee Thomas J. Noonan
or THOMAS J. NOONAN (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

[redacted] 251265 [redacted]

RECORDED MARCH [redacted] 1995 1000AM
IN BOOK 100 OF L PAGE 624
FEES 10.00 [signature] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of February, 19 95, by and between Richard Frank Tanner and Linda Tanner, husband and wife

of Box 100 Big Piney, WY 83113
Contex Energy Company of 1645 Court Pl, Ste 212, Denver, CO 80202, hereinafter called lessor (whether one or more), and

, 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:

Township 31 North, Range 113 West, 6th P.M.
Section 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEROr.

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 10th day of February, 19 96, 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 of Wyoming Bank, at Big Piney, WY 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 --- Three hundred sixty and no/100 --- DOLLARS ($ 360.00), 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, and the depositing of such cash, check or draft in the United States mail, 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~~

~~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, 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.

Richard Frank Tanner — Linda Tanner

RICHARD FRANK TANNER
SS# 520-42-9410

LINDA TANNER

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 21st day of February, 19 95, before me personally appeared Richard Frank Tanner and Linda Tanner, his 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 21st day of February, 19 95.

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 Big Piney, Wyo. 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 _____

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated February 10, 1995, by and between Richard Frank Tanner and Linda Tanner, 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 (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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

Richard Frank Tanner

Richard Frank Tanner

Linda Tanner

Linda Tanner

627

251266

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

RECORDED March 7 1995 10:41
IN BOOK 199 at 64 PAGE 627
FEES 10.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

THIS AGREEMENT, made and entered into this 10th day of February, 1995, by and between John L. D. Tanner and Shirley Tanner, husband and wife

of P. O. Box 729 Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, 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:

Township 31 North, Range 113 West, 6th P.M.
Section 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEROF.

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 10th day of February, 19 96, 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 of Wyoming Bank, at Big Piney, WY 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 --- Three hundred sixty and no/100 --- DOLLARS ($ 360.00), 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 lands covered by this lease 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, 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 thereof to the extent hereinafter stated, 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 th[redacted] respect to such other land, lease or leases. Likewise [redacted] ously formed to include formations not producing oil [redacted] 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 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.

JOHN L. D. TANNER
SS# 520-38-5034

SHIRLEY TANNER

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 14th day of February, 19 95, before me personally appeared John L. D. Tanner and Shirley Tanner, his wife

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that he y executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 14th day of February, 19 95.

My commission expires: 10/12/97

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

Barbara Henry
Notary Public for the State of Wyoming
residing at 329 Queely - Big Piney

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

628

629

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated February 10, 1995, by and between John L. D. Tanner and Shirley Tanner, 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 (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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

John L. D. Tanner

Shirley Tanner

[redacted] [redacted]

Producers 88
Rocky Mountain 1989

251267

OIL AND GAS LEASE

RECORDED MAR[redacted] 1995 10:00 AM
IN BOOK 109 of Leases PAGE 630
FEES 10.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

THIS AGREEMENT, made and entered into this 10th day of February, 19 95, by and between William Robert Tanner, a/k/a Robert Tanner, and Helen R. Tanner, husband and wife

of P. O. Box 4220 Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Contex Energy Company of 1645 Court Pl, 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:

Township 31 North, Range 113 West, 6th P.M.
Section 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEROF.

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 10th day of February, 19 96, 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 of Wyoming Bank, at Big Piney, WY 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 --- Three hundred sixty and no/100 --- DOLLARS ($ 360.00), 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~~

~~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 or duly 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.

William Robert Tanner — Helen R. Tanner

WILLIAM ROBERT TANNER, a/k/a Robert Tanner
SS# 520-42-9409

HELEN R. TANNER

ALICE L. GRIGGS NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 12/26/98

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 17th day of February, 19 95, before me personally appeared William Robert Tanner, a/k/a Robert Tanner and Helen R. Tanner, his 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 17th day of February, 19 95.

My commission exprires: 12/26/98

Alice L. Griggs
Notary Public for the State of Wyoming
residing at Marbleton, Wy. 83113

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 _____

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated February 10, 1995, by and between William Robert Tanner and Helen R. Tanner, 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 (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 waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressuring or pressure-maintenance operations, or cycling 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirement 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 or 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 other part thereof, shall be, for the purpose of computing the 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 as 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 a 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 said 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 of lease as to all lands not covered by the excepted lands herein described.

Signed for Identification:

William Robert Tanner

Helen R. Tanner

633

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	.61001%

BEING in all a total of an undivided .61001% of EIGHT/EIGHTHS (.61001% 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.

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 SEPTEMBER 1, 1994, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL ST. OF WYOMING

251268

By: _____
John W. Martin, President

RECORDED MARCH 7 1995 1100 AM
IN BOOK 100 Oil & Gas PAGE 633
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of Sept, 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 1999

_____
Notary Public

My Commission Expires:

18\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: NE/4, SW/4 SEC. 30: E/2NE/4 SEC. 31: LOTS 3, 4, E/2SW/4, NE/4 SEC. 32: NE/4, SW/4 SEC. 33: W/2NW/4	1,202.08	97	521
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 3-4, E/2SW/4, NE/4 SEC. 31: LOTS 3-4, E/2SW/4, NE/4	642.12	98	421
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4	320.00	98	423

L034

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.25%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .8125% of EIGHT/EIGHTHS (.8125% 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL STATE OF WYOMING

251269

By: John W. Martin
John W. Martin, President

RECORDED MARCH 1 1995 1100A M
IN BOOK 100 Misc PAGE 635
FEES 10.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of SEPT, 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 1999

Notary Public

My Commission Expires:

06040\ld:120.wd02

636

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: NE/4, SW/4 SEC. 30: E/2NE/4 SEC. 31: LOTS 3, 4, E/2SW/4, NE/4 SEC. 32: NE/4, SW/4 SEC. 33: W/2NW/4	1,202.08	97	521
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 3-4, E/2SW/4, NE/4 SEC. 31: LOTS 3-4, E/2SW/4, NE/4	642.12	98	421
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6t P.M. SEC. 17: SE/4 SEC. 23: SW/4	320.00	98	423

637

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL OF WYOMING

251270

By: _____
John W. Martin, President

RECORDED MARCH 7 1995 11:00 A M
IN BOOK 100 MOT 6 PAGE 638
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of SEPT, 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 1999

_____
Notary Public

My Commission Expires:

06041\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"
STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: NE/4, SW/4 SEC. 30: E/2NE/4 SEC. 31: LOTS 3, 4, E/2SW/4, NE/4 SEC. 32: NE/4, SW/4 SEC. 33: W/2NW/4	1,202.08	97	521
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 3-4, E/2SW/4, NE/4 SEC. 31: LOTS 3-4, E/2SW/4, NE/4	642.12	98	421
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4	320.00	98	423

6039

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, President

251271

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 11:00A M
IN BOOK 400 Rec FILED PAGE 640
FEES 8.00
SUBJECT TO COUNTY CLERK
By Tracey L Fields

On this 9th day of SEPT, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06042\ld:120.wd02

640

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: NE/4, SW/4 SEC. 30: E/2NE/4 SEC. 31: LOTS 3, 4, E/2SW/4, NE/4 SEC. 32: NE/4, SW/4 SEC. 33: W/2NW/4	1,202.08	97	521
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 3-4, E/2SW/4, NE/4 SEC. 31: LOTS 3-4, E/2SW/4, NE/4	642.12	98	421
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4	320.00	98	423

641

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.077782%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.077776%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.077776%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.077776%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.077776%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.077776%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.077776%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.077776%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.077776%

251272

RECORDED March 7 19 95 1100 AM
IN BOOK 100 P+B PAGE 642
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided .699936 of EIGHT/EIGHTHS (.699936 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

OIL COMPANY CORPORATE SEAL OF WYOMING

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of SEPT, 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.23 199[illegible]

James W. Curry
Notary Public

My Commission Expires:

06043\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: NE/4, SW/4 SEC. 30: E/2NE/4 SEC. 31: LOTS 3, 4, E/2SW/4, NE/4 SEC. 32: NE/4, SW/4 SEC. 33: W/2NW/4	1,202.08	97	521
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 3-4, E/2SW/4, NE/4 SEC. 31: LOTS 3-4, E/2SW/4, NE/4	642.12	98	421
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4	320.00	98	423

644

01094 Id 120 wd13

645

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	1.07102%

BEING in all a total of an undivided 1.07102% of EIGHT/EIGHTHS (1.07102% 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

251273 By: _____
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 10:00 AM
IN BOOK 100 Of Mis PAGE 645
FEES 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 9th day of SEPT, 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 1999

_____
Notary Public

My Commission Expires:

06050\ld:120[redacted]

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-131987	USA	HOWELL R. SPEAR	04/01/94	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 15: NE/4, SW/4 SEC. 22: NE/4, SW/4 SEC. 27: NE/4, SW/4	960.00	97	519

G46

647

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.25%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .8125% of EIGHT/EIGHTHS (.8125% 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL OF WYOMING

251274

By: _____
John W. Martin, President

RECORDED MARCH 7 1995 1:00 P M
IN BOOK 100 PAGE 647
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of SEPT, 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

[redacted] [redacted] [redacted]

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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

06052\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-131987	USA	HOWELL R. SPEAR	04/01/94	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 15: NE/4, SW/4 SEC. 22: NE/4, SW/4 SEC. 27: NE/4, SW/4	960.00	97	519

L049

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 SEPTEMBER 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

251275

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 11:00 AM
IN BOOK 100 Rpts PAGE 650
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 9th day of Sept, 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 1999

_____
Notary Public

My Commission Expires:

06053\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"
STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-131987	USA	HOWELL R. SPEAR	04/01/94	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 15: NE/4, SW/4 SEC. 22: NE/4, SW/4 SEC. 27: NE/4, SW/4	960.00	97	519

(051)

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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 SEPTEMBER 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL OF WYOMING

251276

By: John W. Martin
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED MARCH 2 1995 11:00 AM
IN BOOK 100-046 PAGE 652
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 9th day of Sept, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06054\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-131987	USA	HOWELL R. SPEAR	04/01/94	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 15: NE/4, SW/4 SEC. 22: NE/4, SW/4 SEC. 27: NE/4, SW/4	960.00	97	519

653

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.136556%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.136553%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.136553%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.136553%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.136553%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.136553%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.136553%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.136553%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.136553%

251277

RECORDED March 2 19 95 11:00 AM
IN BOOK 100 0+6 PAGE 654
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided 1.22898 of EIGHT/EIGHTHS (1.22898 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.

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 SEPTEMBER 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 9th day of SEPT, 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 1999

_____
Notary Public

My Commission Expires:

06055\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-131987	USA	HOWELL R. SPEAR	04/01/94	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 15: NE/4, SW/4 SEC. 22: NE/4, SW/4 SEC. 27: NE/4, SW/4	960.00	97	519

456

657

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	.84052%

BEING in all a total of an undivided .84052% of EIGHT/EIGHTHS (.84052% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL

251278

By: _____
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 11:00 AM
IN BOOK 180 Oil 4 PAGE 657
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Febs

On this 1st day of AUGUST, 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 1999

_____
Notary Public

My Commission Expires:

06044\ld:120.w/02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-90672	USA	WILLIAM J. SHORT, JR.	02/01/85	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOT 1; W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

Page 457 is duplicated

457

658

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.25%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .8125% of EIGHT/EIGHTHS (.8125% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL

251279

By: _____
John W. Martin, President

RECORDED March 7, 1995 1100 AM
IN BOOK 109 OF Misc PAGE 658
FEES 10.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 1ST day of August, 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

[redacted] [redacted] [redacted]

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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

06046\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-90672	USA	WILLIAM J. SHORT. JR.	02/01/85	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOT 1; W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

4160

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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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 AUGUST 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

251280

RECORDED MARCH 1 1995 1100A M
IN BOOK 1000 PAGE 661
FEES 8.00
SUBLETTE COUNTY CLERK
By TRACEY L FIELDS

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 1ST day of AUGUST, 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 1999

_____
Notary Public

My Commission Expires:

06047\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-90672	USA	WILLIAM J. SHORT, JR.	02/01/85	TOWNSHIP 28 NORTH, RANGE 107 WEST. 6th P.M. SEC. 4: LOT 1; W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

462

[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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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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 AUGUST 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

OIL COMPANY CORPORATE SEAL WYOMING

251281

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7, 1995 10:00 AM
IN BOOK 109 of M PAGE 663
FEES 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 1ST day of August, 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 1999

_____
Notary Public

My Commission Expires:

06048\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-90672	USA	WILLIAM J. SHORT, JR.	02/01/85	TOWNSHIP 28 NORTH, RANGE 107 WEST. 6th P.M. SEC. 4: LOT 1; W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

6604

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.107168%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.107164%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.107164%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.107164%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.107164%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.107164%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.107164%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.107164%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.107164%

251282

RECORDED March 7 1995 1100A M
IN BOOK 100 M O & G PAGE 665
FEES 10.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided .96448 of EIGHT EIGHTHS (.96448 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.

6666

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, Presider.

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 1st day of August, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06049\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-90672	USA	WILLIAM J. SHORT, JR.	02/01/85	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOT 1: W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

01095M 120 wd12

2-610

668

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	1.07102%

BEING in all a total of an undivided 1.07102% of EIGHT/EIGHTHS (1.07102% 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.

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 August 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

OIL COMPANY CORPORATE SEAL WYOMING

251283

McMURRY OIL COMPANY

By: _____
John W. Martin, President

RECORDED MAR 17 1995 11:00 AM
IN BOOK 100 O+G + PAGE 668
FEES 8.00
SUBLET RECORDER COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 19[illegible]

_____
Notary Public

My Commission Expires:

06050\Id:12[redacted]

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-127856	USA	JOHN P. STRANG	12/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 26: E/2NE/4	320.00	96	295

679

670

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.25%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .8125% of EIGHT/EIGHTHS (.0125% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

251284

By: John W. Martin
John W. Martin, President

RECORDED MARCH 7, 1995 1100A M
IN BOOK 199 044 PAGE 670
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

06052\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-127856	USA	JOHN P. STRANG	12/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 26: E/2NE/4	320.00	96	295

472

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

CORPORATE SEAL

251285

McMURRY OIL COMPANY

By: _____
John W. Martin, President

RECORDED March 7 1995 11:00 AM
IN BOOK 120 Misc Rec PAGE 673
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 1999

_____
Notary Public

My Commission Expires:

06053\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-127856	USA	JOHN P. STRANG	12/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 26: E/2NE/4	320.00	96	295

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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 August 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL OF WYOMING

251286

By: _____
John W. Martin, President

RECORDED March 7 1995 10:00 AM
IN BOOK 100 M O & G PAGE 675
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 1999

_____
Notary Public

My Commission Expires:

06054\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-127856	USA	JOHN P. STRANG	12/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 26: E/2NE/4	320.00	96	295

4 76

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.136556%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.136553%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.136553%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.136553%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.136553%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.136553%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.136553%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.136553%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.136553%

251287

RECORDED March 7 1995 11:00 AM
IN BOOK 1099 Of 64 PAGE 677
FEES 10.00 COUNTY CLERK
SUBLETT COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided 1.22898 of EIGHT/EIGHTHS (1.22898 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06055\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-127856	USA	JOHN P. STRANG	12/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 26: E/2NE/4	320.00	96	295

479

680

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	.61001%

BEING in all a total of an undivided .61001% of EIGHT/EIGHTHS (.61001% 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 shar 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.

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 August 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

251288

By: _____
John W. Martin, President

RECORDED March 2 1995 11:00A M
IN BOOK 709 Of Mis PAGE 680
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 1999

_____
Notary Public

My Commission Expires:

06038\ld:12[redacted]

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	96	554
WYW-115608	USA	JAMES O. BREENE, JR.	04/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558

189

682

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.25%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .8125% of EIGHT/EIGHTHS (.8125% 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.

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 August 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

251289

By: _____
John W. Martin, President

RECORDED March 2 1995 11:00 AM
IN BOOK 180 046 PAGE 682
FEES 10.00
SUBLETTE COUNTY CLERK
By Tracey Hicks

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

06040\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	96	554
WYW-115608	USA	JAMES O. BREENE, JR.	04/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558

L884

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

CORPORATE SEAL
STATE OF WYOMING

McMURRY OIL COMPANY

251290

By: John W. Martin
John W. Martin, President

RECORDED March 2 1995 11:00A M
IN BOOK 100 Oil & Gas PAGE 685
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06041\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	96	554
WYW-115608	USA	JAMES O. BREENE, JR.	04/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL OF WYOMING

251291

By: John W. Martin
John W. Martin, President

RECORDED March 7 1995 11:00 AM
IN BOOK 400 of E PAGE 687
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06042\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4: W/2 SEC. 23: W/2W/2	520.00	96	554
WYW-115608	USA	JAMES O. BREENE, JR.	04/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.5	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558

L888

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.077782%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.077776%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.077776%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.077776%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.077776%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.077776%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.077776%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.077776%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.077776%

251292

RECORDED March 7 1995 1100A M
IN BOOK 100 MP+H PAGE 689
FEES 10.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided .699936 of EIGHT EIGHTHS (.699936 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.

690

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 August 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 9th day of August, 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 1999

_____
Notary Public

My Commission Expires:

06043\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	96	554
WYW-115608	USA	JAMES O. BREENE, JR.	04/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558

691

692

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	2.0%

BEING in all a total of an undivided 2.00% of EIGHT/EIGHTS (2.00% 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.

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 January 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

OIL COMPANY CORPORATE SEAL OF WYOMING

251293

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 11:00 A M
IN BOOK 100 of D PAGE 492
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 5th day of January, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06014\ld:120.wd02

[redacted] [redacted] [redacted]

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-130730	USA	McMURRY OIL COMPANY	12/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2N/2; S/2	2,270.62	94	461

693

694

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.5000%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.3750%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.3750%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided 1.3125% of EIGHT/EIGHTHS (1.3125% 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.

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 JANUARY 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

251294

By: _____
John W. Martin, President

RECORDED MARCH 7 1995 1100A M
IN BOOK 700 Oth PAGE 694
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 5th day of JANUARY, 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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

06016\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-130730	USA	McMURRY OIL COMPANY	12/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2N/2; S/2	2,270.62	94	461

690

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 JANUARY 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL

251295

By: John W Martin
John W Martin, President

RECORDED MARCH 7 1995 1100A M
IN BOOK 100 OF MISC PAGE 697
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 5th day of JANUARY, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06017\ld:120.wd02

697

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-130730	USA	McMURRY OIL COMPANY	12/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2N/2; S/2	2,270.62	94	461

L98

[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
JUDY BANNON 3935 Dorsett Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 JANUARY 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

McMURRY OIL COMPANY CORPORATE SEAL WYOMING

251296

By: John W. Martin
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 1100A M
IN BOOK 400 Of P PAGE 699
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 5th day of January, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06018\ld:120.wd02

699

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-130730	USA	McMURRY OIL COMPANY	12/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2N/2; S/2	2,270.62	94	461

7C0

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.2550%
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.2550%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.2550%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.2550%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.2550%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.2550%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.2550%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.2550%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.2550%

251297

RECORDED March 7 1995 1100A M
IN BOOK 100 O+V PAGE 701
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided 2.295% of EIGHT/EIGHTHS (2.295% 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.

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 JANUARY 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

CORPORATE SEAL

McMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 5th day of January, 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 1999

_____
Notary Public

My Commission Expires:

06019\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-130730	USA	McMURRY OIL COMPANY	12/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2N/2; S/2	2,270.62	94	461

703

704

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	.75%

BEING in all a total of an undivided .75% of EIGHT/EIGHTHS (.75% 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.

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 August 15, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

By: _____
John W. Martin, President

251298

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 1100A M
IN BOOK 190 O+G PAGE 704
FEES 17.50
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 17th day of August, 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 1999

_____
Notary Public

My Commission Expires:

06026\ld:120.w.f02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	202
FEE LEASE	JOSEPH A. AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	204
FEE LEASE	LOIS T. AND JOHN A. ZEBRE, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00		
FEE LEASE	LOIS T. ZEBRE AND ROBERT P. ARAMBEL, TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	206
FEE LEASE	ISABEL B. KURTZ, A WIDOW	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	208

705

FEE LEASE	CHRISTIAN BUNNING AND MARGARET F. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4: NW/4SE/4	240.00	99	210
FEE LEASE	ROBERT BUNNING AND MARY D. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	212
FEE LEASE	ESTHER G. CHEESMAN, F/K/A ESTHER G. BUNNING, INDIVIDUALLY AND AS TRUSTEE OF THE JOHN T. BUNNING, JR. FAMILY TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	214

7 of 8

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.3750%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .9375% of EIGHT/EIGHTHS (.9375% 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.

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 _____ AUGUST 1ST _____, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL OF WYOMING

251299

By: _____
John W. Martin, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED MARCH 7 1995 1100A M
IN BOOK 100P+L+ PAGE 707
FEES 19.50
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 17th day of AUGUST, 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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	202
FEE LEASE	JOSEPH A. AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/ : S/2NW/4; NW/4SE/4	240.00	99	204
FEE LEASE	LOIS T. AND JOHN A. ZEBRE, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00		
FEE LEASE	LOIS T. ZEBRE AND ROBERT P. ARAMBEL, TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	206
FEE LEASE	ISABEL B. KURTZ, A WIDOW	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	208

FEE LEASE	CHRISTIAN BUNNING AND MARGARET F. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	210
FEE LEASE	ROBERT BUNNING AND MARY D. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	212
FEE LEASE	ESTHER G. CHEESMAN, F/K/A ESTHER G. BUNNING, INDIVIDUALLY AND A.. TRUSTEE OF THE JOHN T. BUNNING, JR. FAMILY TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4S 2/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	214

7/0

STATE OF WYOMING, COUNTY OF SUBLETTE

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 AUGUST 15, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

By: _____
John W. Martin, President

251300

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 1, 1995 1100A M
IN BOOK 100 O+G PAGE 711
FEES 17.50
SUBLETTE COUNTY CLERK
By Tracey L Fields

On this 17th day of August, 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 1999

_____
Notary Public

My Commission Expires:

06029\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	202
FEE LEASE	JOSEPH A. AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	204
FEE LEASE	LOIS T. AND JOHN A. ZEBRE, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00		
FEE LEASE	LOIS T. ZEBRE AND ROBERT P. ARAMBEL, TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	206
FEE LEASE	ISABEL B. KURTZ, A WIDOW	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	208

7/2

FEE LEASE	CHRISTIAN BUNNING AND MARGARET F. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	210
FEE LEASE	ROBERT BUNNING AND MARY D. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	212
FEE LEASE	ESTHER G. CHEESMAN, F/K/A ESTHER G. BUNNING, INDIVIDUALLY AND AS TRUSTEE OF THE JOHN T. BUNNING, JR. FAMILY TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	214

713

714

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 AUGUST 15, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

OIL COMPANY CORPORATE SEAL 1946

251301

By: John W. Martin
John W. Martin, Presider.

RECORDED March 2 1995 1100A M
IN BOOK 100 0+6 PAGE 714
FEES 12.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 17th day of August, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06030\ld:12[redacted]

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 107 WEST, 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	202
FEE LEASE	JOSEPH A. AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	204
FEE LEASE	LOIS T. AND JOHN A. ZEBRE. HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST. 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00		
FEE LEASE	LOIS T. ZEBRE AND ROBERT P. ARAMBEL, TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST. 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	206
FEE LEASE	ISABEL B. KURTZ. A WIDOW	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST. 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	208

S/4

FEE LEASE	CHRISTIAN BUNNING AND MARGARET F. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	210
FEE LEASE	ROBERT BUNNING AND MARY D. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	212
FEE LEASE	ESTHER G. CHEESMAN, F/K/A ESTHER G. BUNNING, INDIVIDUALLY AND AS TRUSTEE OF THE JOHN T. BUNNING, JR. FAMILY TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH. RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	214

716

STATE OF WYOMING, COUNTY OF SUBLETTE

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.094171%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.094166%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.094166%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.094166%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.094166%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.094166%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.094166%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.094166%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.094166%

251302

RECORDED March 7 1995 1100AM
IN BOOK 100 OF M PAGE 717
FEES 19.50
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided .847499% of EIGHT/EIGHTHS (.847499% 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.

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 AUGUST 15, 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 17th day of AUGUST, 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.

_____
Notary Public

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 19[illegible]

06031\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
FEE LEASE	JOHN F. AND MARY L. ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	202
FEE LEASE	JOSEPH A. AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	204
FEE LEASE	LOIS T. AND JOHN A. ZEBRE, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00		
FEE LEASE	LOIS T. ZEBRE AND ROBERT P. ARAMBEL, TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	206
FEE LEASE	ISABEL B. KURTZ, A WIDOW	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	208

617

FEE LEASE	CHRISTIAN BUNNING AND MARGARET F. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	210
FEE LEASE	ROBERT BUNNING AND MARY D. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	212
FEE LEASE	ESTHER G. CHEESMAN, F/K/A ESTHER G. BUNNING, INDIVIDUALLY AND AS TRUSTEE OF THE JOHN T. BUNNING, JR. FAMILY TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	214

7-20

2

STATE OF WYOMING, COUNTY OF SUBLETTE

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	.75%

BEING in all a total of an undivided .75% of EIGHT/EIGHTHS (.75% 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.

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 JUNE 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

CORPORATE SEAL STATE OF WYOMING

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, President

251303

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 7 1995 1100A M
IN BOOK 100 P+B PAGE 721
FEES 9.50
SUBLETTE COUNTY CLERK
By Tracey L Fields
COUNTY CLERK

On this 1st day of JUNE, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06026\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
ST-WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	96	3
ST-WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 6: ALL	640.00	96	5
ST-WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST-WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SW/4SW/4 SEC. 14: NE/4SE/4	80.00	96	424
ST-WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	96	426
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	94
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	99	196
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198

722

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
NEIL A. McMURRY 911 Stafford Street Casper, WY 82609	.3750%
JOSEPH J. SCOTT P. O. Box 90216 Casper, WY 82609	.25%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	.25%
CASEY OSBORN P. O. Box 766 Big Piney, WY 83113	.0625%

BEING in all a total of an undivided .9375% of EIGHT/EIGHTHS (9375% 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.

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 JUNE 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL

251304

By: _____
John W. Martin, President

RECORDED March 7, 1995 1100A M
IN BOOK 109 0+4 PAGE 723
FEES 11.50 _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 1ST day of JUNE, 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

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA ate of Wyoming
My commission Expires JAN.23 1999

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
ST-WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	96	3
ST-WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	96	5
ST-WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST-WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SW/4SW/4 SEC. 14: NE/4SE/4	80.00	96	424
ST-WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	96	426
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	94
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	99	196
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198

726

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 June 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

251305

By: John W. Martin
John W. Martin, President

RECORDED March 7 1995 11:00 AM
IN BOOK 100 M 0 + 67 PAGE 726
FEES 9.50 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 1ST day of JUNE, 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 1999

James W. Curry
Notary Public

My Commission Expires:

06029\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
ST-WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	96	3
ST-WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	96	5
ST-WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST-WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SW/4SW/4 SEC. 14: NE/4SE/4	80.00	96	424
ST-WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	96	426
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	94
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	99	196
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
JUDY BANNON 3935 Dorset Court Casper, WY 82609	.0625%

BEING in all a total of an undivided .0625% of EIGHT/EIGHTHS (.0625% 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.

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 JUNE 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY

CORPORATE SEAL

By: _____
John W. Martin, President

251306

RECORDED MARCH 7, 1995 1100A M
IN BOOK 102 Atlc PAGE 728
FEES 9.50 _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 1ST day of JUNE, 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 1999

_____
Notary Public

My Commission Expires:

06030\ld:120 [redacted]

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
ST-WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	96	3
ST-WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	96	5
ST-WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST-WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SW/4SW/4 SEC. 14: NE/4SE/4	80.00	96	424
ST-WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	96	426
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	94
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	99	196
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.094171%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.094166%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.094166%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.094166%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.094166%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.094166%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.094166%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.094166%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.094166%

251307

RECORDED MARCH 7 1995 1100 AM
IN BOOK 100 M+G PAGE 730
FEES 11.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided .847499% of EIGHT/EIGHTHS (.847499% 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 and production from these leases and lands in [redacted] manner without approval or authority from the Assignees or their assigns. [redacted]

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 June 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 1st day of June, 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.

_____
Notary Public

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 19[illegible]

06031\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
ST-WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	96	3
ST-WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	96	5
ST-WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST-WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SW/4SW/4 SEC. 14: NE/4SE/4	80.00	96	424
ST-WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	96	426
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	94
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	99	196
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198

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
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	.384170

BEING in all a total of an undivided .384170% of EIGHT/EIGHTHS (.384170% 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.

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 AUGUST 1, 1994 at 7:00 a.m. in the time zone in which the property is located.

McMURRY OIL COMPANY CORPORATE SEAL WYOMING

251308

McMURRY OIL COMPANY

By: John W. Martin
John W. Martin, President

RECORDED March 7 1995 1100A M
IN BOOK 100 044 PAGE 733
FEES 13.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 9th day of August, 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 19[illegible]

James W. Curry
Notary Public

My Commission Expires:

06056\ld:120.wd02

LEASE SCHEDULE

EXHIBIT "A"
STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN B. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	89
FEE LEASE	ANNE CASE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	91
FEE LEASE	CATHERINE CANESTRINI	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	93
FEE LEASE	JOSEPH J. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	95
FEE LEASE	SISTER MIRIAM GRACE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	97

734

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	BERNADETTE GOSAR	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	99
FEE LEASE	MARGARET SELLYIE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	101
FEE LEASE	GRACE MOSSMAN	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	103

735

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

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
DORIS McMURRY 204 West 15th Street Casper, WY 82601	.048983%
NEIL A. McMURRY 991 Stafford Street Casper, WY 82609	.048981%
VICTOR L. McMURRY 750 Oak Valley Lane Cheyenne, WY 82009	.048981%
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	.048981%
CAROL J. McMURRY 1838 Queene Street Longmont, CO 80501	.048981%
GAYLE L. KINNISON 1931 Cascade Street Casper, WY 82604	.048981%
GARY R. WENZEL 204 West 15th Street Casper, WY 82601	.048981%
KELLY SUE MORTIMER 44 Marigold Street Casper, WY 82604	.048981%
McMURRY LIMITED PARTNERSHIP P. O. Box 220 Casper, WY 82602	.048981%

251309

RECORDED March 7 1995 1100AM
IN BOOK 100 of Deeds PAGE 736
FEES 15.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

BEING in all a total of an undivided .440831 of EIGHT/EIGHTHS (.440831 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 [redacted]manner without approval or autho[redacted]m the Assignees or their assigns. [redacted]

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 AUGUST 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 9th day of August, 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 1999

_____
Notary Public

My Commission Expires:

LEASE SCHEDULE
EXHIBIT "A"
STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	JOHN B. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	89
FEE LEASE	ANNE CASE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	91
FEE LEASE	CATHERINE CANESTRINI	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	93
FEE LEASE	JOSEPH J. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	95
FEE LEASE	SISTER MIRIAM GRACE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	97

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LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING **COUNTY OF SUBLETTE**

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
FEE LEASE	BERNADETTE GOSAR	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	99
FEE LEASE	MARGARET SELLYIE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	101
FEE LEASE	GRACE MOSSMAN	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	103

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