RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated July 21, 1994, from Robert M. Miller, Jr. and Tara Miller, husband and wife, as Lessors, to Contex Energy Company, as Lessee, recorded in Book 98 OG, Page 432, of the County Clerk's Records of Sublette County, Wyoming, is owned by Contex Energy Company, 1645 Court Place, Suite 212, Denver, Colorado 80202

in so far as it covers the following described land in SUBLETTE County, WYOMING to-wit: Insofar and only insofar as such oil and gas lease covers the following lands only:

Township 29 North, Range 112 West, 6th P.M.
Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼, E½
Section 9: W½W½
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

containing 1,360.00 acres, more or less.

251316

RECORDED March 1 1995 3:45 PM
IN BOOK 104 OG 167 PAGE 1
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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

I, Paul J. Hoover, Jr.

~~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 M. Miller, Jr. and Tara Miller, husband & wife	Big Piney, WY 83113	ALL Delay Rentals
Paul J. Hoover, Jr.	1501 North 24th St. Boise, Idaho 83702	NONE

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 21th day of February, 19 95.

Paul J. Hoover, Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

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

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STATE OF IDAHO
COUNTY OF ADA } 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 24th day of February, 1995, personally appeared Paul Hoover

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 6-21-99

CHERYL HERUD
NOTARY PUBLIC
STATE OF IDAHO

Cheryl Herud
Notary Public.

Address: Boise ID.

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 Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

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 (hereinafter 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 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

251317

RECORDED March 7 1995 3:50 PM
IN BOOK 104 of L PAGE 3
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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

ASSIGNEE:

ATTEST:

ELAND ENERGY, INC.

By _____
R. Craig Nielsen
Assistant Secretary

By _____
Gregg Allen
Vice President

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ACKNOWLEDGMENTS

STATE of COLORADO)
) ss.
COUNTY of DENVER)

The foregoing instrument was acknowledged before me this 10th day of February, 1995 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
STATE OF COLORADO

Karen J. Waldvogel - Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

My Commission Expires: 1/7/98

STATE of TEXAS)
) ss.
COUNTY of DALLAS)

~~December~~ February The foregoing instrument was acknowledged before me this 17th 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.

Luann Simpson
Notary Public

My Commission Expires: _____

LUANN SIMPSON
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 14, 1995

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-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 28N	111W 111W		SECTIONS 27 & 34 SECTIONS 5,8,17-20,29,31 ACCESS ROAD TO STATE J #1	NOT RECORDED	

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135142

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Noonan Thomas J
   Street 1300 Manor Dr
   City, State, Zip Code Casper WY 826093105

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* 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 March 7 1995 425PM
IN BOOK 101 M+G PAGE 8
FEES 28.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

251321

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035ON R. 111OW 06th Meridian WY State Sublette County

sec 003 LOTS 1-4;
003 S2N2 S2;
004 S2NE E2SW SE;
009 E2 E2NW;
010 ALL;

Total acres in lease 1995.600
Rental retained $ 2994.00

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 [signature] (Signing Officer)

Land Law Examiner (Title) JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that offeror is a citizen of the United States; an association of citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all members holding an interest in the offer are in compliance with 43 CFR 3102 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.

WYW135142

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] WYW1[redacted]42

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

//

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WYW135142

Form 3730-1
(July 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

POWERSITE STIPULATION

The lessee or permittee hereby agrees:

(a) If any of the land covered by this lease or permit was, on the date the lease or permit application or offer was filed, within a powersite classification, powersite reserve, waterpower designation, or project on which an application for a license or preliminary permit is pending before the Federal Energy Regulatory Commission or on which an effective license or preliminary permit had been issued by the Federal Energy Regulatory Commission under the Federal Power Act, or on which an authorized power project (other than one owned or operated by the Federal Government) had been constructed, the United States, its permittees, or licensees shall have the prior right to use such land for purposes of power development so applied for, licensed, permitted, or authorized and no compensation shall accrue to the mineral lessee or permittee for loss of prospective profits or for damages to improvements or workings, or for any additional expense caused the mineral lessee as a result of the taking of said land for power development purposes. It is agreed, however, that where the mineral lessee or permittee can make adjustments of his improvements to avoid undue interference with power development, he will be permitted to do so at his own expense. Furthermore, occupancy and use of the land by the mineral lessee or permittee shall be subject to such reasonable conditions with respect to the use of the land as may be prescribed by the Federal Energy Regulatory Commission for the protection of any improvements and workings constructed thereon for power development.

(b) If any of the land covered by this lease or permit is on the date of the lease or permit within a powersite classification, powersite reserve, or waterpower designation which is not governed by the preceding paragraph, the lease or permit is subject to the express condition that the operations under it shall be so conducted as not to interfere with the administration and use of the land for powersite purposes to a greater extent than may be determined by the Secretary of the Interior to be necessary for the most beneficial use of the land. In any case, it is agreed that where the mineral lessee or permittee can make adjustments to avoid undue interference with power development, he will be permitted to do so at his own expense.

[redacted] [redacted] [redacted]

WYW135142

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: Lesquerella paysonii (Payson's bladderpod);

WYW135142

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) Sec. 3: Lot 4,SWNW, Sec. 4: S2NE,W2SE, Sec. 9: NWNE,NENW;

For the purpose of:

(2) protecting HUD designated Zone A (100 year) flood hazard areas on perennial water courses.

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.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW135142

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, excluding areas protected by NSO;

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.)

WYW135142

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use between Feb 1 and July 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, or as determined by a pre-disturbance raptor survey, excluding areas protected by NSO;

For the purpose of:

(3) protecting raptor 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.)

[redacted] [redacted] [redacted]

WYW135142

CONTROLLED SURFACE USE STIPULATION - CSU

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

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

On the lands described below:

(2) entire lease, excluding areas protected by NSO;

For the purpose of:

(3) protecting Class I and II Visual Resource Management Areas.

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.)

WYW135142

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within ... Upper Green River Special Recreation Management Area and Wild & Scenic River Study Area will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, excluding areas protected by NSO;

For the purpose of:

(3) protecting recreation and Wild & Scenic River values.

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.)

[redacted] [redacted] WYW[redacted]135142

NOTICE TO LESSEE

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

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

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

Form 3100-11b
October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135143

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

Name: Noonan Thomas J
Street: 1300 Manor Dr
City, State, Zip Code: Casper WY 826093105

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* 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 March 7 1995 425PM
IN BOOK 101 MD + L PAGE 20
FEES 26.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

251322

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036ON R. 111OW 06th Meridian WY State Sublette County

sec 028 ALL;
029 ALL;
032 ALL;
033 ALL;

Total acres in lease 2560.000
Rental retained $ 3840 00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Mary J. Kingwell
(Signing Officer)

Land Law Examiner
(Title)

JAN 03 1995
(Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies [redacted]eror is a citizen of the United States; an association of s[redacted], a municipality; or a corporation organized under the la[redacted]ited States or of any State or Territory thereof; (2[redacted]holding an interest in the offer are in compliance with 4[redacted]0 and the leasing authorities; (3) offeror's chargeable [redacted]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.

WYW135143

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] WYW[redacted]143

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

24

WYW135143

Form 3730-1
(July 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

POWERSITE STIPULATION

The lessee or permittee hereby agrees:

(a) If any of the land covered by this lease or permit was, on the date the lease or permit application or offer was filed, within a powersite classification, powersite reserve, waterpower designation, or project on which an application for a license or preliminary permit is pending before the Federal Energy Regulatory Commission or on which an effective license or preliminary permit had been issued by the Federal Energy Regulatory Commission under the Federal Power Act, or on which an authorized power project (other than one owned or operated by the Federal Government) had been constructed, the United States, its permittees, or licensees shall have the prior right to use such land for purposes of power development so applied for, licensed, permitted, or authorized and no compensation shall accrue to the mineral lessee or permittee for loss of prospective profits or for damages to improvements or workings, or for any additional expense caused the mineral lessee as a result of the taking of said land for power development purposes. It is agreed, however, that where the mineral lessee or permittee can make adjustments of his improvements to avoid undue interference with power development, he will be permitted to do so at his own expense. Furthermore, occupancy and use of the land by the mineral lessee or permittee shall be subject to such reasonable conditions with respect to the use of the land as may be prescribed by the Federal Energy Regulatory Commission for the protection of any improvements and workings constructed thereon for power development.

(b) If any of the land covered by this lease or permit is on the date of the lease or permit within a powersite classification, powersite reserve, or waterpower designation which is not governed by the preceding paragraph, the lease or permit is subject to the express condition that the operations under it shall be so conducted as not to interfere with the administration and use of the land for powersite purposes to a greater extent than may be determined by the Secretary of the Interior to be necessary for the most beneficial use of the land. In any case, it is agreed that where the mineral lessee or permittee can make adjustments to avoid undue interference with power development, he will be permitted to do so at his own expense.

[redacted] [redacted] [redacted]

WYW135143

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: Lesquerella paysonii (Payson's bladderpod);

WYW135143

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use between Feb 1 and July 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, or as determined by a pre-disturbance raptor survey;

For the purpose of:

(3) protecting raptor 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.)

[redacted] [redacted] [redacted]

WYW135143

CONTROLLED SURFACE USE STIPULATION - CSU

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

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

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting Class I and II Visual Resource Management Areas.

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.)

WYW135143

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within the Upper Green River Special Recreation Management Area and Wild & Scenic River Study Area will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

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

For the purpose of:

(3) protecting recreation and Wild & Scenic River values.

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.)

[redacted] [redacted] [redacted]

WYW135143

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within the HUD designated Zone A (100 Year) flood hazard area for non-perennial water courses will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian water quality and floodplain values.

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.)

WYW135143

NOTICE TO LESSEE

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

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

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

[redacted] [redacted] [redacted]

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135148

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Noonan Thomas J
   Street: 1300 Manor Dr
   City, State, Zip Code: Casper, WY 826093105

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* 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 March 7 1995 425 PM
IN BOOK 101 PAGE 31
FEES 20.00 Mary L. Kinwell COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

251323

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036ON R. 112OW 06th Meridian WY State Sublette County

sec 015 SW W2SE;
022 N2 E2SW,SE;
023 S2NW SW;
026 N2 SE;
035 N2NE SENE;

Total acres in lease 1640.000
Rental retained $ 2460 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. Kinwell (Signing Officer)

Land Law Examiner (Title) JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in 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), of 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.

[redacted] [redacted] [redacted] WYW135148

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.

WYW135148

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

WYW135148

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);

WYW135148

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) Sec. 15: SW,W2SE; Sec. 23: S2NW,SW;

For the purpose of:

(2) protecting Franz elk feedground.

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.)

[redacted] [redacted] [redacted]

WYW135148

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use between Feb 1 and July 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, or as determined by a pre-disturbance raptor survey, excluding areas protected by NSO;

For the purpose of:

(3) protecting raptor 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.)

WYW135148

NOTICE TO LESSEE

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

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

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

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [redacted] WYW 135149

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Noonan Thomas J
   Street 1300 Manor Dr
   City, State, Zip Code Casper WY 826093105

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* 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 March 7 1995 425P M
IN BOOK 101 M2 + G PAGE 39
FEES 16.00
SUBLETTE COUNTY CLERK
By Tracey L. Fields

251324

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036ON R. 112OW 06th Meridian WY State Sublette County
sec 026 N2SW SESW;
032 W2W2;

Total acres in lease 280.000
Rental retained $ 420 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)

JAN 03 1995 (Date)

EFFECTIVE DATE OF LEASE FEB 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in 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.

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Duly executed this _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW135149

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.

WYW135149

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

WYW135149

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);

WYW135149

NOTICE TO LESSEE

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

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

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

251325

RECORDED March 8, 1995 9:15 AM
IN BOOK 101 O&G PAGE 45
FEES $ 20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

CONVEYANCE, ASSIGNMENT,
BILL OF SALE

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor acquired each of the Leases subject to the 16.667% landowner's royalty and 2.5% of 8/8ths previously created overriding royalty, said lease burdens totaling 19.167%of 8/8ths. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 2.0% of 8/8ths, making the total landowner's and overriding interest burdening each of the Leases equal to 21.167%

of 8/8ths, the burden of which shall be borne proportionately by all parties hereto.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR

OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17, 1995, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

McMURRY OIL COMPANY

ATTEST:

By: _____
Assistant Secretary

Name: John W. Martin
Title: President

ASSIGNEES:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

ATTEST:

By: _____
Assistant Secretary

Name: William R. Weeks
Title: Executive Vice-President

NERD ENTERPRISES, INC.

ATTEST:

By: _____
Assistant Secretary

Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My commission expires April 6, 1997.

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My commission expires April 2, 1997.

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires
October 5, 1998

KAY A. KISNER NOTARY PUBLIC STATE OF COLORADO

Kay A Kisner
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain Standard Time on December 31, 1994.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
ST WY 90-00364	STATE OF WYOMING	WOLD OIL & GAS COMPANY	06/02/90	T. 28 N., R. 108 W. 6th P.M. SEC. 16: ALL	640.00	92	5
ST WY 90-00365	STATE OF WYOMING	WOLD OIL & GAS COMPANY	06/02/90	T. 29 N., R. 108 W., 6th P.M. SEC. 36: ALL	640.00	92	7

52

[redacted]

RECORDED March 8, 1995 9:15a M

IN BOOK 101 O+G PAGE 53

FEES $ 35.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

[redacted]

251326

CONVEYANCE, ASSIGNMENT, BILL OF SALE AND STIPULATION OF INTEREST

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as

"Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor acquired each of the Leases subject to the 12.5% landowner's royalty and 5% of 8/8ths previously created overriding royalties, said lease burdens totaling 17.5% of 8/8ths. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 2.0% of 8/8ths and 49.50% of .5% of 8/8ths, making the total overriding royalty interest burdening each of the Leases equal to 7.2475% of 8/8ths, the burden of which shall be borne proportionately by all parties hereto as to 7.0% of 8/8ths; and, only by Assignor as to the 49.50% of .5% of 8/8ths, such that McMurry shall be vested with an 80% net revenue interest as to the retained interest of McMurry in each of the Leases and each

Assignee shall be vested with an 80.5% net revenue interest as to each of their respective interests in the Leases. Each of the parties hereby grants to the other such interests in the Leases as may be necessary to effect this stipulation.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN

"AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17, 1995, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

McMURRY OIL COMPANY

By: _____
Name: John W. Martin
Title: President

ATTEST:

_____
Assistant Secretary

ASSIGNEES:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President

ATTEST:

_____
Assistant Secretary

NERD ENTERPRISES, INC.

By: _____
Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

57

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires
October 5, 1998

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
October 5, 1998

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
October 5, 1998

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires
October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

EXHIBIT A - PART I

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain Standard Time on December 31, 1994.

Well Name	Township/ Range	Section	Location
Stud Horse Butte #13-27	29 North 108 West, 6th P.M.	27	SW/4

EXHIBIT "A" - PART II

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
W-102899	USA	EUGENE J. WAIT, JR.	08/01/86	T. 29 N., R. 108 W., 6th P.M. SEC. 27: ALL	640.00	88	393
W-106728	USA	CONOCO, INC.	07/01/85	T. 30 N., R. 109 W., 6th P.M. SEC. 29: ALL SEC. 31: LOTS 1-4; E/2; E/2W/2	1,308.82	88	399
W-107206	USA	LIBERTY PETROLEUM CORPORATION	10/01/87	T. 28 N., R. 108 W., 6th P.M. SEC. 12: ALL SEC. 13: ALL SEC. 24: ALL	1,920.00	88	403
W-100901	USA	LIBERTY PETROLEUM CORPORATION	10/01/87	T. 28 N., R. 108 W., 6th P.M. SEC. 14: N/2; N/2SW/4; SE4/SW/4; SE/4	600.00	88	405
[redacted]-120908	USA	L.M. GRACE, JR.	08/01/90	T. 29 N., R. 107 W., 6th P.M. SEC. 10: S/2 SEC. 15: ALL SEC. 17: ALL SEC. 20: E/2 SEC. 21: ALL SEC. 22: ALL SEC: 23: ALL SEC. 27: ALL SEC. 28: N/2	4,800.00	88	717
WYW-114848	USA	JAMES O. BREENE, JR.	01/25/89	T. 27 N., R. 109 W., 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.	03/21/89	T. 27 N., R. 108 W., 6th P.M. SEC. 6: LOTS 1-7 SEC. 6: S/2NE/4; SE/4NW/4; E/2SW/4;SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	06/15/90	T. 27 N., R. 109 W., 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558
[redacted]-118148	USA	R.K. O'CONNELL	11/08/89	T. 30 N., R. 107 W., 6th P.M. SEC. 20: E/2NE/4 SEC. 29: ALL SEC. 30: E/2NE/4; SE/4 SEC. 31: LOTS 1-4; E/2W/2; E/2 SEC. 32: ALL SEC. 33: W/2NW/4	2,323.52	97	521

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-102717	USA	EUGENE J. WAIT, JR.	11/18/86	T. 29 N., R. 107 W., 6th P.M. SEC. 30: LOTS 1-4; E/2W/2; E/2 SEC. 31: LOTS 1-4; E/2W/2; E/2	1,284.80	98	423
WYW-102732	USA	EUGENE J. WAIT, JR.	11/18/86	T. 27 N., R. 108 W., 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4 SEC. 28: SE/4 SEC. 35: SE/4	640.00	98	421

62

251327

RECORDED March 8, 1995 9:15A M
IN BOOK 101 O+G PAGE 63
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

~~CONVEYANCE, ASSIGNMENT,~~
BILL OF SALE AND
STIPULATION OF INTEREST

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as

"Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 2.0% of 8/8ths and 49.50% of 3.0% of 8/8ths, being an aggregate 3.4850% of 8/8ths overriding royalty interest, the burden of which shall be borne proportionately by all parties hereto as to the 2.0% of 8/8ths; and, only by Assignor as to the 49.50% of 3.0% of 8/8ths, such that McMurry shall be vested with an 80% net revenue interest as to the retained interest of McMurry in each of the Leases and each Assignee shall be vested with an 83.0% net revenue interest as to each of their respective interests in the Leases. Each of the parties hereby grants to the

other such interests in the Leases as may be necessary to effect this stipulation.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR

OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17, 1995, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

McMURRY OIL COMPANY

By: _____
Name: John W. Martin
Title: President

ATTEST:

_____
Assistant Secretary

ASSIGNEES:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President

ATTEST:

_____
Assistant Secretary

NERD ENTERPRISES, INC.

By: _____
Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
October 5, 1998

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires
October 5, 1998

Kay A. Kisner
Notary Public
Address:
1775 SHERMAN ST. - # 1400
DENVER, CO 80203

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain Standard Time on December 31, 1994.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
FEE LEASE	JOHN B. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	89
FEE LEASE	ANNE CASE	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	91
FEE LEASE	CATHERINE CANESTRINI	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	93
FEE LEASE	JOSEPH J. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	95
FEE LEASE	SISTER MIRIAM GRACE	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	97
FEE LEASE	BERNADETTE GOSAR	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	99
FEE LEASE	MARGARET SELLYEI	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	101
FEE LEASE	GRACE MOSSMAN	McMURRY OIL COMPANY	09/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 6: NW/4SE/4 T. 28 N., R. 108 W., 6th P.M. SEC. 14: SW/4SW/4	8.89	91	103

[redacted]

251328

RECORDED Mar [redacted] 8, 19 95 9:15a M
IN BOOK 101 O&G PAGE 71
FEES $ 36.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[redacted]

**CONVEYANCE, ASSIGNMENT,
BILL OF SALE AND
STIPULATION OF INTEREST**

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as

"Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 2.0% of 8/8ths and 49.50% of 1.333333% of 8/8ths, being an aggregate 2.659999% of 8/8ths overriding royalty interest, the burden of which shall be borne proportionately by all parties hereto as to the 2.0% of 8/8ths; and, only by Assignor as to the 49.50% of 1.333333% of 8/8ths, such that McMurry shall be vested with an 80% net revenue interest as to the retained interest of McMurry in each of the Leases and each Assignee shall be vested with an 81.333333% net revenue interest as to each of their respective interests in the Leases. Each of the parties hereby

grants to the other such interests in the Leases as may be necessary to effect this stipulation.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR

OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17, 1995, to be effective for all purposes as of the Effective Time.

ATTEST:

Assistant Secretary

ASSIGNOR:

McMURRY OIL COMPANY

By: _____
Name: John W. Martin
Title: President

ATTEST:

Assistant Secretary

ASSIGNEES:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President

ATTEST:

Assistant Secretary

NERD ENTERPRISES, INC.

By: _____
Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Jackie Howland
Notary Public
Address: [redacted] ST. - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Jackie Howland
Notary Public
Address: [redacted] ST. - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
[redacted], April 9, 1997.

Jackie Howland
Notary Public
Address: [redacted] ST. - # 1400
DENVER, CO 80203

[redacted] [redacted] [redacted]

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires
October 5, 1998

Kay A Kisner
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

77

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain Standard Time on December 31, 1994.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
ST WY 92-00189	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 27 N., R. 107 W., 6th P.M. SEC. 8: NE/4SW/4; S/2SW/4; SW/4SE/4	160.00	88	439
ST WY 92-00190	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 27 N., R. 107 W., 6th P.M. SEC. 16: ALL	640.00	88	439
ST WY 92-00191	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 27 N., R. 107 W., 6th P.M. SEC. 17: N/2NE/4; SE/4NE/4	120.00	88	440
ST WY 92-00192	STATE OF WYOMING	McMURRY OIL COMP.	04/02/92	T. 27 N., R. 107 W., 6th P.M. SEC. 36: ALL	640.00	88	441
ST WY 92-00193	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 28 N., R. 107 W., 6th P.M. SEC. 16: ALL	640.00	88	442
ST WY 92-00194	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 28 N., R. 107 W., 6th P.M. SEC. 24: SE/4SE/4	40.00	88	443
ST WY 92-00195	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 28 N., R. 107 W., 6th P.M. SEC. 25: E/2NE/4; SE/4SE/4	120.00	88	444
ST WY 92-00196	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 29 N., R. 108 W., 6th P.M. SEC. 16: ALL	640.00	88	445
ST WY 92-00197	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 30 N., R. 108 W., 6th P.M. SEC. 16: S/2	320.00	88	446
ST WY 92-00198	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 30 N., R. 108 W., 6th P.M. SEC. 36: ALL	640.00	88	447
ST WY 92-00199	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 29 N., R. 109 W., 6th P.M. SEC. 36: ALL	640.00	88	448
ST WY 92-00200	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 30 N., R. 109 W., 6th P.M. SEC. 36: ALL	640.00	88	449
ST WY 92-00201	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 28 N., R. 110 W. 6th P.M. SEC. 16: ALL	640.00	88	450
ST WY 92-00202	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	T. 28 N., R 111 W., 6th P.M. SEC. 36: ALL	640.00	88	451

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
ST WY 92-00412	STATE OF WYOMING	McMURRY OIL COMPANY	12/01/92	T. 28 N., R. 108 W., 6th P.M. SEC. 36: ALL	640.00	91	363
WY 93-00109	STATE OF WYOMING	McMURRY OIL COMPANY	03/01/93	T. 29 N., R. 109 W., 6th P.M. SEC. 16: ALL	640.00	92	273
ST WY 93-00114	STATE OF WYOMING	McMURRY OIL COMPANY	03/01/93	T. 30 N., R. 110 W., 6th P.M. SEC. 36: ALL	640.00	92	275
ST WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	T. 28 N., R. 109 W., 6th P.M. SEC. 16: ALL	640.00	96	3
ST WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	T. 28 N., R. 109 W., 6th P.M. SEC. 36: ALL	640.00	96	5
ST WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	T. 29 N., R. 106 W., 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	T. 29 N., R. 107 W., 6th P.M. SEC. 16: ALL	640.00	96	426
ST WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	T. 29 N., R. 107 W., 6th P.M. SEC. 13: SW/4SW/4 T. 29 N., R. 107 W., 6th P.M. SEC. 14: NE/4SE/4	80.00	96	424
ST WY 94-00149	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	T. 29 N., R. 107 W., 6th P.M. SEC. 36: ALL	640.00	96	428
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	T. 27 N., R. 106 W., 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	194
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	T. 27 N., R. 106 W., 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	T. 27 N., R. 106 W., 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198
FEE LEASE	JOHN F. ARAMBEL SR. AND MARY LOUISE ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	T. 27 N., R. 107 W., 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
LEASE	JOHN F. ARAMBEL SR. AND MARY LOUISE ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	T. 27 N., R. 106 W., 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

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
FEE LEASE	JOSEPH A. ARAMBEL AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	T. 27 N., R. 106 W., 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. ZEBRE AND JOHN A. ZEBRE, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	T. 27 N., R. 106 W., 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, AS TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	T. 27 N., R. 106 W., 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	ISABELL B. KURTZ, A WIDOW	McMURRY OIL COMPANY	[illegible]/01/94	T. 27 N., R. 106 W., 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	T. 27 N., R. 106 W., 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	08/01/93	T. 27 N., R. 106 W., 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	T. 27 N., R. 106 W., 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

251329

RECORDED March 8, 1995 9:15a M
IN BOOK 101 O&G PAGE 81
FEES $ 20.00 Mary L. Lyddy COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Saxton

CONVEYANCE, ASSIGNMENT,
BILL OF SALE AND
STIPULATION OF INTEREST

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as

"Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor acquired each of the Leases subject to the 12.5% landowner's royalty and 4% of 8/8ths previously created overriding royalties, said lease burdens totaling 16.5% of 8/8ths. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 2.0% of 8/8ths and 49.50% of 1.5% of 8/8ths, making the total overriding interest burdening each of the leases equal to 6.7425% of 8/8ths overriding royalty interest, the burden of which shall be borne proportionately by all parties hereto as to the 6.0% of 8/8ths; and, only by Assignor as to the 49.50% of 1.5% of 8/8ths, such that McMurry shall be vested with an 80% net revenue interest as to the retained interest of McMurry in each of

[redacted] [redacted] [redacted]

the Leases and each Assignee shall be vested with an 81.5% net revenue interest as to each of their respective interests in the Leases. Each of the parties hereby grants to the other such interests in the Leases as may be necessary to effect this stipulation.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN

"AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdictio...

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17th, 1995, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:

McMURRY OIL COMPANY

Assistant Secretary

By: _____
Name: John W. Martin
Title: President

ASSIGNEES:

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Assistant Secretary

By: _____
Name: William R. Weeks
Title: Executive Vice-President

ATTEST:

NERD ENTERPRISES, INC.

Assistant Secretary

By: _____
Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My commission expires April 9, 1997.

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST - # 1400
DENVER, CO 80203

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires
October 5, 1998

Kay A. Kisner
Notary Public
Address: ~~1775 SHERMAN ST. - # 1409~~
~~DENVER, CO 80203~~

87

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain Standard Time on December 31, 1994.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-12[illegible]39[illegible]	USA	RON DAWURSK	09/01/90	T. 29 N., R. 109 W., 6th P.M. SEC. 12: E/2	320.00	96	560
WYW-90672	USA	WILLIAM H. SHORT, JR.	01/29/85	T. 28 N., R. 107 W., 6th P.M. SEC. 4: LOT 1; W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

[redacted]

251330

RECORDED Mar [redacted] 8, 1995 9:15AM
IN BOOK 101 O&G PAGE 89
FEES $ 20.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

[redacted]

**CONVEYANCE, ASSIGNMENT,
BILL OF SALE AND
STIPULATION OF INTEREST**

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as

"Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor acquired each of the Leases subject to the 12.5% landowner's royalty and 3% of 8/8ths previously created overriding royalty, said lease burdens totaling 15.5% of 8/8ths. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 2.0% of 8/8ths and 49.50% of 2.5% of 8/8ths, making the total overriding interest burdening each of the Leases equal to 6.2375% of 8/8ths overriding royalty interest, the burden of which shall be borne proportionately by all parties hereto as to the 5.0% of 8/8ths; and, only by Assignor as to the 49.50% of 2.5% of 8/8ths, such that McMurry shall be vested with an 80% net revenue interest as to the retained interest of McMurry in each of the

Leases and each Assignee shall be vested with an 82.5% net revenue interest as to each of their respective interests in the Leases. Each of the parties hereby grants to the other such interests in the Leases as may be necessary to effect this stipulation.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN

"AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17th, 1995, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:

Assistant Secretary

McMURRY OIL COMPANY

By: _____
Name: John W. Martin
Title: President

ASSIGNEES:

ATTEST:

Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President

ATTEST:

Assistant Secretary

NERD ENTERPRISES, INC.

By: _____
Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My commission expires April 9, 1997.

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Jackie Howland
Notary Public
Address:
DENVER, CO 80203

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My commission expires April 9, 1997.

Jackie Howland
Notary Public
Address:

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires
October 5, 1998

Kay A Kisner
Notary Public
Address:
1775 SHERMAN ST. - # 1400
DENVER, CO 80203

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain andard Time on December 31, 1994.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

SE NAME NUMBER	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
-127856	USA	JOHN P. STRANGE	12/01/92	T. 28 N., R. 107 W., 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 24: E/2NE/4	320.00	96	295
-131987	USA	HOWELL R. SPEAR	03/02/94	T. 30 N., R. 107 W., 6th P.M. SEC. 15: ALL SEC. 22: ALL SEC. 27: ALL	1,920.00	97	519

96

RECORDED Mar 3, 19 95 9:05AM
IN BOOK 101 046 PAGE 97
FEES $ 83.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

251331

**CONVEYANCE, ASSIGNMENT,
BILL OF SALE AND
STIPULATION OF INTEREST**

This Conveyance, Assignment, Bill of Sale and Stipulation of Interest ("Assignment") is made and entered into effective as of 7:00 a.m. Mountain Standard Time, on December 31, 1994 ("Effective Time") by and between McMurry Oil Company, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and Edward M. Warner, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), Nerd Enterprises, Inc., a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), and Fort Collins Consolidated Royalties, Inc., a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" attached hereto (the "Leases") less and except those leasehold interests conveyed to Snyder Oil Company by Assignment and Bill of Sale dated effective as of June 1, 1994 and recorded July 12, 1994 in Book 97 O&G at page 371 of the Records of Sublette County, Wyoming; and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases and in certain related property as subsequently described herein to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd - 24.75% of 8/8ths; Fort Collins - 23.75% of 8/8ths, as of the Effective Time, an undivided 50.50% of all of Assignor's right, title and interest in and to the following properties and assets ("Assets"):

(a) The oil, gas and mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests"*);

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as

"Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other terms, provisions and conditions herein stated, the Assets unto Assignees, their respective heirs, successors and assigns, forever.

Previous Overriding Royalty. Assignor has previously assigned and conveyed overriding royalty interests burdening each of the Leases to the extent of 4.0% of 8/8ths and 49.50% of 3.5% of 8/8ths, being an aggregate 5.7325% of 8/8ths overriding royalty interest, the burden of which shall be borne proportionately by all parties hereto as to the 4.0% of 8/8ths; and, only by Assignor as to the 49.50% of 3.5% of 8/8ths, such that McMurry shall be vested with an 80% net revenue interest as to the retained interest of McMurry in each of the Leases and each Assignee shall be vested with an 83.5% net revenue interest as to each of their respective interests in the Leases. Each of the parties hereby grants to the

other such interests in the Leases as may be necessary to effect this stipulation.

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, 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.

Existing Agreements. The Assets hereby assigned are subject to the following agreements:

(i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. DBA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR

OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, the parties agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

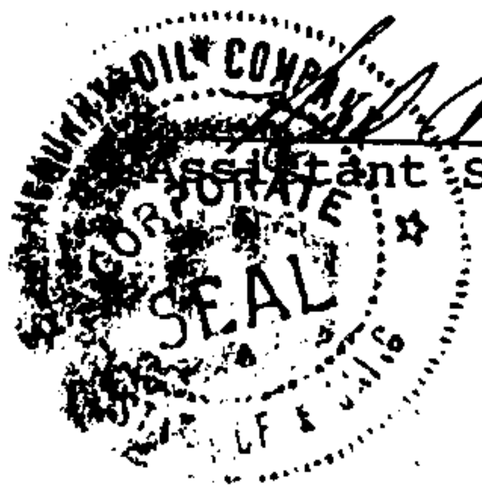
Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on 17th February, 1995, to be effective for all purposes as of the Effective Time.

ATTEST:



Assistant Secretary

ASSIGNOR:

McMURRY OIL COMPANY

By: _____
Name: John W. Martin
Title: President

ATTEST:

Assistant Secretary

ASSIGNEES:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President

ATTEST:

Assistant Secretary

NERD ENTERPRISES, INC.

By: _____
Name: Mick McMurry
Title: President

EDWARD M. WARNER

_____
an individual

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by John W. Martin, as President of McMurry Oil Company, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My commission expires April 9, 1997.

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST. # 1400
DENVER, CO 80203

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Jackie Howland
Notary Public
Address: 1775 SHERMAN ST. # 1400
DENVER, CO 80203

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JACKIE HOWLAND NOTARY PUBLIC STATE OF COLORADO

Notary Public
Address: 1775 SHERMAN ST. # 1400
DENVER, CO 80203

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of February, 1995, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
My Commission Expires
October 5, 1998

Notary Public
Address: 1775 SHERMAN ST. - # 1400
DENVER, CO 80203

EXHIBIT A - PART I

Attached to and made a part of that certain Conveyance, Assignment, Bill of Sale and Stipulation of Interest made and entered into effective as of 7:00 a.m. Mountain Standard Time on December 31, 1994.

Well Name	Township/ Range	Section	Location
Jonah #3-15	28N - 108W	15	NW/4
Stud Horse Butte #15-28	29N - 108W	28	SE/4
Stud Horse Butte #5-26	29N - 108W	26	NW/4

LEASE SCHEDULE

EXHIBIT "A" – PART II

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-125945	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 15: ALL SEC. 20: ALL SEC. 21: ALL SEC. 22: S/2	2,240.00	88	365
WYW-125946	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: ALL SEC. 22: N/2 SEC. 23: ALL	1,600.00	88	367
WYW-125947	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 26: ALL SEC. 27: ALL SEC. 28: ALL SEC. 29: ALL	2,560.00	88	369
WYW-125948	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 18: LOTS 1-4; E/2; E/2W/2 SEC. 20: ALL	1,255.52	88	371
WYW 125949	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 29: ALL SEC. 30: LOTS 1-4, E/2; E/2W/2 SEC. 31: LOTS 1-4, E/2; E/2W/2	2,530.80	88	373
WYW-125950	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 28: ALL	640.00	88	375

105

WYW-125951	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: lOTS 3-4; S/2SW/4	141.81	88	377
WYW-125952	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 13: ALL SEC. 14: ALL SEC. 23: ALL SEC. 24: ALL	2,560.00	88	379
WYW-125953	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: W/2 SEC. 22: ALL	960.00	88	381
WYW-125954	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 25: ALL	640.00	88	383
WYW-126100	USA	McMURRY OIL COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: ALL SEC. 7: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: ALL SEC. 9: ALL SEC. 10: ALL SEC. 12: W/2	3,446.61	88	452
WYW-126474	USA	McMURRY OIL COMPANY	02/01/92	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SW/4 SEC. 18: LOTS 1-4; E/2W/2 SEC. 19: LOTS 1-4; NE/4; E/2W/2 SEC. 20: NE/4; S/2	1,419.68	88	456

WYW-126377	USA	McMURRY OIL COMPANY	03/01/92	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. SEC. 5: LOTS 1-4; S/2 SEC. 6: LOT 4; S/2SE/4 SEC. 7: E/2 SEC. 8: ALL	1,559.79	88	425
WYW--126101	USA	McMURRY OIL COMPANY	01/01/92	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: S/2 SEC. 18: E/2 SEC. 19: ALL SEC. 30: ALL SEC. 32: ALL SEC. 33: N/2;N/2S/2	3,106.16	88	453
WYW-126473	USA	McMURRY OIL COMPANY	02/01/92	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 4: LOTS 1-4; S/2N2;S/2 SEC. 5: LOTS 1-4; S/2N2;S/2 SEC. 8: ALL	1,920.24	88	455
W-104178	USA	HPC, INC.	06/01/87	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 9: ALL SEC. 10: ALL SEC. 15: ALL SEC. 18: LOTS 1-4; E/2; E/2W/2	2,548.20	88	397
W-118151	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 1-4; S/2S/2	324.68	84	590
W-118152	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 30: LOTS 1-4; E/2; E/2W/2 SEC. 31: LOTS 1-4; E/2; E/2W/2	1,880.23	84	585

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W-118153	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 25: ALL SEC. 33: ALL SEC. 34: ALL SEC. 35: ALL	2,560.00	84	580
W-118154	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 9: ALL SEC. 17: ALL	1,280.00	84	574
W-118163	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 20: ALL SEC. 21: ALL SEC. 28: ALL	1,920.00	84	568
W-118164	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 26: ALL SEC. 27: ALL	1,280.00	84	562
WYW-126676	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 32: ALL SEC. 33: N/2NE/4; W/2; SE/4	1,200.00	88	471
WYW-126677	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 3: SW/4NW/4; SW/4; SW/4SE/4 SEC. 11: SW/4NW/4; SW/4; SW/4SE/4 SEC. 13: S/2NW/4; SW/4; W/2SE/4; SE/4SE/4 TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M. SEC. 33: SW/4NW/4; SW/4; SW/4SE/4	1,080.00	88	470
WYW-126772	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 3: LOTS 2-3; SW/4NE/4; N/2SE/4 SEC. 13: NE/4NW/4	239.56	88	470

WYW-127189	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOTS 1-4; S/2N/2; S/2 SEC. 5: LOTS 1-4; S/2N/2; S/2 SEC. 7: E/2 SEC. 8: N/2; N/2SE/4; SE/4SE/4 SEC. 17: SW/4NE/4; W/2; N/2SE/4	2,477.68	88	732
WYW-127190	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 14: ALL SEC. 23: ALL	1,280.00	88	735
WYW-127191	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 5: S/2 SEC. 17: ALL SEC. 18: LOTS 1-4; E/2; E/2W/2 SEC. 33: SW/4	1,749.24	88	738
WYW-127192	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 20: NW/4; N/2SW/4; SE/4SW/4 SEC. 28: S/2 SEC. 29: ALL	1,882.32	88	741
WYW-127193	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 33: S/2NE/4 SEC. 34: W/2SW/4	160.00	88	744
WYW-127749	USA	McMURRY OIL COMPANY	11/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 15: ALL SEC. 22: ALL SEC. 25: ALL SEC. 26: ALL	2,560.00	92	198

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WYW-127853	USA	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4 SEC. 7: LOTS 1-4; E/2W/2 TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 1-4; S/2N2; S/2 SEC. 12: ALL	2,215.53	92	200
WYW-127854	USA	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 20: ALL SEC. 21: ALL	1,907.32	92	202
WYW-128703	USA	McMURRY OIL COMPANY	03/01/93	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 10: ALL SEC. 14: N/2; N/2SW/4; SE/4	1,200.00	92	12
WYW-130232	USA	McMURRY OIL COMPANY	09/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: LOTS 1-2; S/2SE/4 SEC. 11: ALL	783.27	93	321
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/2N2/; S/2	2,270.62	94	461

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

FROM

SAMSON INVESTMENT COMPANY
(Taxpayer I.D. No. 73-1281091)
SAMSON NATURAL GAS COMPANY,
(Taxpayer I.D. No. 73-1104162)
DYCO PETROLEUM CORPORATION,
(Taxpayer I.D. No. 41-0971339)
SAMSON PROPERTIES INCORPORATED,
(Taxpayer I.D. No. 73-0944157)
SAMSON HYDROCARBONS COMPANY,
(Taxpayer I.D. No. 73-0963306)
SAMSON CANADA, LTD.,
(Taxpayer I.D. No. 9601-4618)
SAMSON-INTERNATIONAL, LTD.
(Taxpayer I.D. No. 73-1404039)
SAMSON OPERATING COMPANY
(Taxpayer I.D. No. 73-1254209)
DYCO 83 CORPORATION
(Taxpayer I.D. No. 73-1439597)
DYCO 84 CORPORATION
(Taxpayer I.D. No. 73-1439594)
SYNERGY ENERGY COMPANY
(Taxpayer I.D. No. 73-1459729)
SNYDER EXPLORATION COMPANY
(Taxpayer I.D. No. 74-2177337)
EASON SERVICES COMPANY
(Taxpayer I.D. No. 73-0223720)
GEODYNE RESOURCES, INC.
(Taxpayer I.D. No. 73-1052703)

TO

J. Ed Fariss, Trustee

AND

Robert O. Laird, Trustee

AND

BANK IV OKLAHOMA, N.A.,
as Collateral Agent
(Taxpayer I.D. No. 73-1199083)

Dated as of February 27, 1995

SAMSON
TWO WEST SECOND STREET
TULSA, OK 74103

251337
25133?

30108897.5 030295 1917C 94156833

RECORDED March 8, 1995 12:10 PM
IN BOOK 101 O+6 PAGE 111
FEES $ 94.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS [OF THE COUNTY RECORDERS OF _____, UTAH].

"THOSE PORTIONS OF THE MORTGAGED PROPERTY WHICH ARE MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS), AND THE ACCOUNTS RELATING THERETO, WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN EXHIBIT A HERETO."

"SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE MORTGAGED PROPERTY IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."

"THE SECURED PARTIES ARE NOT A SELLER OR PURCHASE MONEY LENDER OF THE COLLATERAL."

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED AND/OR FILED
RETURN TO:

Robert H. George, Esq.
Mayer, Brown & Platt
700 Louisiana, Suite 3600
Houston, Texas 77002

[redacted] [redacted] [redacted]

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

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of February 27, 1995 (herein, as the same may be amended, modified or supplemented from time to time, called this "Deed of Trust"), is from Samson Investment Company, a Nevada corporation (the "Company"), Samson Natural Gas Company (formerly Continental Drilling Company, Inc. and a/k/a Samson Exploration Company), an Oklahoma corporation ("Natural Gas"), Dyco Petroleum Corporation, a Minnesota corporation ("Dyco"), Samson Hydrocarbons Company (formerly SNG Production Company, which was formerly Grace Petroleum Corporation) ("Production"), Samson Canada Ltd., an Alberta corporation ("Canada"), Samson Properties Incorporated, an Oklahoma corporation ("Properties"), and Samson-International, Ltd., an Oklahoma corporation ("International"), Samson Operating Company, an Oklahoma Limited Partnership ("Operating"), Dyco 83 Corporation, an Oklahoma corporation ("Dyco 83"), Dyco 84 Corporation, an Oklahoma corporation ("Dyco 84"), Synergy Energy Company, an Oklahoma corporation ("Synergy"), Snyder Exploration Company, a Texas corporation ("Snyder"), Eason Services Company, (formerly Eason Drilling Company, which was formerly Eason Oil Company) ("Eason") a Delaware corporation, Geodyne Resources, Inc., a Delaware corporation ("Geodyne") (herein, together with their respective successors and assigns, collectively called the "Mortgagors"), to J. Ed Fariss and Robert O. Laird, of Tulsa, Oklahoma, as trustees (herein, together with their successors and assigns in such capacity, collectively called the "Trustees"), and Bank IV Oklahoma, N.A., an Oklahoma banking association (herein, together with its successors and assigns, called "Bank IV"), as collateral agent for the banks and other financial institutions parties which are, or may hereafter become, parties to the Loan Agreement (as hereinafter defined) or The Prudential Insurance Company of America ("Prudential") for itself and its wholly owned subsidiaries purchasing Notes under the Shelf Agreement (as defined below) (herein, in such capacity, together with any successor(s) thereto in such capacity, called the "Collateral Agent").

1. The Mortgagors, [certain affiliates of the Mortgagors], Bank IV and certain other banks and other financial institutions which are, or may hereafter become, parties thereto (such banks and other financial institutions, together with their successors and assigns, herein collectively called the "Banks" and individually called a "Bank"), Bank of Montreal, as the agent and issuing bank for the Banks, and Bank IV, as the collateral agent for the Banks, have entered into a certain Credit Agreement, dated as of February 27, 1995 (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which, among other things, the Banks have agreed to

pursuant to which, among other things, the Banks have agreed to extend credit to the Company in amounts not to exceed the lesser of (x) the Total Commitment (as defined in the Loan Agreement and used herein with the same meaning) (being $180,000,000 on the date hereof), and (y) the Borrowing Base (as defined in the Loan Agreement and used herein with the same meaning) available at any time; and the Company, to evidence its obligations to the Banks under the Loan Agreement, has executed and delivered to the Banks its promissory notes, dated February 27, 1995 (each such note, as the same may be amended, modified or supplemented from time to time, herein individually called a "Loan Note" and collectively called the "Loan Notes"), in the original aggregate principal amount of $180,000,000, to mature on October 31, 1997, each Loan Note being payable to the order of a Bank, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth.

2. The Mortgagors (other than the Company) have executed the Loan Agreement to, among other things, evidence their guaranty of the the obligations of the Company under the Loan Agreement as provided in the Loan Agreement (each such guaranty, as the same may be amended, modified or supplemented from time to time, herein individually called a "Bank Guaranty" and collectively called the "Bank Guaranties").

3. The Company has entered into (a) a Note Agreement with The Prudential Insurance Company of America ("Prudential") dated as of January 29, 1993, as amended (as amended and as the same may be amended, modified or supplemented from time to time, the "Note Agreement") pursuant to which the Company issued to Prudential $10,000,000 of its 6.21% Senior Notes due February 1, 1996 (the "Senior Notes") and (b) a Master Shelf Agreement with Prudential dated as of June 1, 1993, as amended (as amended and as the same may be amended, modified or supplemented from time to time, the "Shelf Agreement") pursuant to which the Company issued to Prudential and Pruco Life Insurance Company ("Pruco") $40,000,000 of senior notes and may issue up to an additional $50,000,000 of notes to Prudential, Pruco or other Prudential Affiliates (as defined below) (i.e., an aggregate of $90,000,000) (the "Shelf Notes"). The Senior Notes and the Shelf Notes are collectively referred to herein as the "Prudential Notes" and individually as a "Prudential Note" and the Note Agreement and tne Shelf Agreement are collectively referred to herein as the "Prudential Agreements."

4. The Mortgagors (other than the Company), pursuant to the Prudential Agreements, have executed and delivered to Prudential, for itself and Prudential Affiliates, and Pruco, guaranties evidencing their guaranty of the obligations of the Company to repay the Prudential Notes (together with the Bank Guaranties, such guaranties, as the same may be amended, modified or supplemented

from time to time, herein collectively called the "Guaranties" and individually called a "Guaranty").

5. Pursuant to the Intercreditor Agreement dated February 27, 1995 (as amended, modified or supplemented from time to time, the "Intercreditor Agreement"), the Banks, Prudential, on behalf of itself and its subsidiaries that purchase Shelf Notes ("Prudential Affiliates") and Pruco have appointed the Collateral Agent as their collateral agent hereunder for the purposes of administering this Pledge Agreement and holding and disposing of the Collateral in accordance with the terms hereof.

6. The Collateral Agent is agreeable to acting as that collateral agent for the Banks, Prudential, Prudential Affiliates and Pruco (herein, together with their successors and assigns, collectively called the "Lenders" and individually called a "Lender").

7. It is in the best interests of each of the Mortgagors to cause to be executed on its behalf this instrument inasmuch as each such Mortgagor will derive substantial direct and indirect benefits from the credit being extended under the Loan Agreement and the Prudential Agreement.

8. For all purposes of this instrument, unless the context otherwise requires:

A. "oil and gas leases" shall include oil, gas and mineral leases, subleases and assignments thereof, operating rights, and shall also include subleases and assignments of operating rights.

B. "Hydrocarbons" shall mean oil, gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by the Mortgagors, or entered into by the Mortgagors' predecessors in interest, for the sale, purchase, exchange, gathering, transportation, treating or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

D. "lands described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

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E. "Operating Equipment" shall mean all surface or subsurface machinery, goods, equipment, fixtures, inventory, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A which are useful for the production, gathering, treatment, processing, storage or transportation of Hydrocarbons (together with all accessions, additions and attachments to any thereof), including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, tubular goods, rods, pumping units and engines, christmas trees, platforms, derricks, separators, compressors, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), pipelines (including gathering lines, laterals and trunklines), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities.

F. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

G. "Indebtedness", "Note" and "Notes" shall have the respective meanings set forth in Section 1.2 hereof.

H. "Hedging Obligations" means, with respect to the Company and the other Mortgagors, all liabilities of such Person under (i) any interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, or any other agreements or arrangements designed to protect such Person against fluctuations in interest rates, or (ii) any commodity hedge, commodity swap, exchange, forward, futures, collar or cap agreements, fixed price agreements or any other agreements or arrangements designed to protect such Person against fluctuations in commodity prices, or (iii) any foreign exchange contract, currency swap agreement, currency option or any other agreement or arrangement designed to protect such Person against fluctuations in currency exchange rates.

NOW, THEREFORE, each of the Mortgagors, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees, in trust, with power of sale, for the use and benefit of the Lenders, all of such Mort-

gagor's right, title and interest, whether now owned or hereafter acquired, in and to all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), each such Mortgagor hereby grants to the Collateral Agent, for the use and benefit of the Lenders, a security interest therein; namely:

(a) the lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing and (subject to the terms of Section 2.7 hereof) hereafter arising unitization, unit operating, communitization and pooling agreements and the properties covered and the units created thereby (including, without limitation, all units formed under orders, regulations, rules, approvals, decisions or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

(d) the Production Sale Contracts, and

(e) the Operating Equipment,

together with (f) any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the same, or any instrument relating thereto, and, subject to the provisions of Section 6.19 hereof, (g) all accounts, contracts, contract rights, options, nominee agreements, operating agreements, processing agreements, farmin agreements, farmout agreements, joint venture agreements, exploration agreements, bottomhole agreements, dryhole agreements, support agreements, acreage contribution agreements, insurance policies, title opinions, title abstracts, title materials and information, files, records, writings, data bases, information, systems, logs, well cores, fluid samples, production data and reports, well testing data and reports, maps, seismic and geophysical, geological and chemical data and information, interpretative and analytical reports of any kind or nature (including, without limitation, reserve studies and reserve evaluations), computer hardware and software and all documentation therefor or relating

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thereto (including, without limitation, all licenses relating to or covering such computer hardware, software and/or documentation), trade secrets, trademarks, service marks and business names and the goodwill of the business relating thereto, copyrights, copyright registrations, unpatented inventions, patent applications and patents, rights-of-way, franchises, easements, servitudes, surface leases, permits, licenses, tenements, hereditaments, appurtenances, general intangibles, rents, issues, profits, products and proceeds, whether now or hereafter existing or arising, used or useful in connection with, covering, relating to, or arising from or in connection with, any of the aforesaid in this granting clause mentioned, and (h) all other things of value and incident thereto (including, without limitation, any and all liens, lien rights, security interests and other rights and interests) which such Mortgagor might at any time have or be entitled to,

all the aforesaid properties, rights and interests of the Mortgagors, together with any additions thereto which may be subjected to the lien and security interest of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property."

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, overriding royalties, payments out of production and other burdens which are referred to in Exhibit A and which are taken into consideration in computing any percentage, decimal or fractional interest as set forth in Exhibit A), (ii) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof, and (iii) the condition that neither the Trustees nor the Lenders shall be liable in any respect for the performance of any covenant or obligation of the Mortgagors in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustees forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagors herein contained.

Each of the Mortgagors, in consideration of the premises and to induce the Lenders to extend the credit above described, hereby covenants and agrees with both the Trustees and the Lenders as follows:

ARTICLE I

Indebtedness Secured

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Notes, the Prudential Notes, the Guaranties and all other obligations and liabilities of the Mortgagors under the Loan Agreement and under the Prudential Agreements (including, without limitation, principal, interest and Yield Maintenance Amounts (as defined in the Prudential Agreements));

(b) Any amounts from time to time owing to any of the Issuing Bank (as defined in the Loan Agreement) or the Banks under or in connection with the Letters of Credit (as defined in the Loan Agreement), plus interest on any amounts advanced pursuant thereto at the rate herein specified or otherwise agreed upon, from the date of the advances until reimbursed;

(c) Any amounts from time to time owing to any of the Banks under or in connection with any other letters of credit issued by the Banks for, or on behalf of, any of the Mortgagors, plus interest on amy amounts advanced pursuant thereto at the rate herein specified or otherwise agreed upon, from the date of the advances until reimbursed;

(d) All Hedging Obligations of the Mortgagors to any of the Lenders;

(e) Any sums advanced or expenses or costs incurred by the Trustees or the Lenders (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed; and

(f) Any extensions or renewals of all such indebtedness described in subparagraphs (a) through (e) above, whether or not the Mortgagors execute any extension agreement or renewal instruments.

1.2 Indebtedness and the Notes Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness." Any promissory note evidencing any part of the Indebtedness, including, without limitation, each Loan Note and each Prudential Note, is hereinafter referred to as a "Note," and all such promissory notes are hereinafter referred to collectively as the "Notes."

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ARTICLE II

Particular Covenants and Warranties
of the Mortgagors

2.1 Payment of the Indebtedness. The Mortgagors will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Notes and the Guaranties.

2.2 Warranties. The Mortgagors represent and warrant that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) all producing wells located on the lands described in Exhibit A have been drilled, operated and produced in conformity with all applicable laws, rules and regulations of all authorities having jurisdiction, and are subject to no penalty on account of past production (other than gas balancing obligations incurred by the Mortgagors in the ordinary course of each Mortgagor's business relating to the Mortgagor's revenue interests in the Mortgaged Property net of gas balancing benefits attributable to the Mortgagors revenue interests in the Mortgaged Property), and such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit A, (c) the Mortgagors, to the extent of the interest specified in Exhibit A, have valid and indefeasible title to each property right or interest constituting the Mortgaged Property and have a good and legal right to grant and convey the same to the Trustees, it being understood that the Mortgagors' interest in each oil and gas lease shall exceed the Mortgagors' net interest in production from such lease to the extent of the Mortgagors' proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (d) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof, (e) the Mortgagors are not obligated, by virtue of any prepayment under any contract providing for the sale by any Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangement (other than gas balancing obligations incurred by the Mortgagors in the ordinary course of each Mortgagor's business relating to the Mortgagor's revenue interests in the Mortgaged Property net of gas balancing benefits attributable to the Mortgagors revenue interests in the Mortgaged Property), to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor, and (f) the Company and its Subsidiaries do not have any gas balancing obligations relating to the Mortgagor's revenue interests in the Mortgaged Property net of gas balancing benefits attributable to the Mortgagors revenue interests in the Mortgaged Property on a consolidated basis as of the date hereof. The Mortgagors will warrant and forever defend the Mortgaged Property unto the Trustees

against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagors will maintain and preserve the lien and security interest hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. The Mortgagors will execute and deliver such other and further instruments and will do such other and further acts as, in the opinion of the Trustees, the Agent or the Collateral Agent, may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, any Guaranty, or any other document executed in connection herewith, and (b) prompt execution and delivery of all notices to parties producing, purchasing or receiving proceeds of production from the Mortgaged Property, and all division orders or transfer orders, any of which, in the opinion of the Agent, the Collateral Agent or the Lenders, is needed in order to transfer effectually or to assist in transferring effectually to the Collateral Agent the assigned proceeds of production from the Mortgaged Property.

2.4 Taxes. Subject to the Mortgagors' right to contest the same, the Mortgagors will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property, or upon the interest of the Trustees, the Collateral Agent or the Lenders therein, or upon the income and profits thereof.

2.5 Operation of the Mortgaged Property. So long as the Indebtedness or any part thereof remains unpaid, and whether or not any of the Mortgagors is the operator of the Mortgaged Property, the Mortgagors shall, at the Mortgagors' own expense:

(a) Do all things necessary to keep unimpaired the Mortgagors' rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property, or enter into any operating agreement with respect to the Mortgaged Property, without the prior written consent of the Trustees;

(b) Cause the lands described in Exhibit A to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith by appropriate proceedings, which

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proceedings have the effect of preventing the forfeiture or sale of the Mortgaged Property;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the lands described in Exhibit A, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien, assignment and security interest hereof, (2) taxes constituting a lien but not due and payable or liens for taxes being contested in good faith and by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the Mortgaged Property subject to such lien and for which adequate reserves in accordance with GAAP (as defined in the Loan Agreement) have been established, (3) easements, rights-of-way, zoning restrictions and other similar restrictions, charges or encumbrances which do not interfere with the ordinary conduct of the businesses of the Mortgagors and which do not materially detract from the value of the property to which they attach or impair the use thereof to the Mortgagors, (4) those set forth or referred to in Exhibit A hereto, (5) those being contested by the Mortgagors in good faith in such manner as not to jeopardize the Trustees', the Lenders' and the Collateral Agent's rights in and to the Mortgaged Property and by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the Mortgaged Property subject to such lien and for which adequate reserves in accordance with GAAP have been established, and (6) those consented to in writing by the Trustees; and

(f) Carry with financially sound and reputable insurance companies and in amounts satisfactory to the Trustees, the Agent and the Collateral Agent the following insurance: workmen's compensation insurance and public liability insurance in respect of all activities in which the Mortgagors might incur personal liability for the death of or injury to an employee or third person, or damage to or destruction of another's property.

2.6 Recording, etc. The Mortgagors will promptly, and at the Mortgagors' expense, record, register, deposit and file this

and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest hereof as a first lien on and prior perfected security interest in real or personal property, as the case may be, and the rights and remedies of the Trustees, the Lenders and of the Collateral Agent, and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien and security interest hereof on and in the Mortgaged Property.

2.7 Sale or Mortgage of the Mortgaged Property. Except for sales of severed Hydrocarbons in the ordinary course of the Mortgagors' businesses and the lien and security interest created by this instrument, the Mortgagors will not sell, convey, mortgage, pledge, or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagors' right, title or interest therein, without first securing the written consent of the Trustees; and the Mortgagors will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may set off any claim against the Mortgagors by withholding payment for any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. The Mortgagors will keep proper books of record and account in which complete and correct entries will be made of the Mortgagors' transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Agent, the Collateral Agent, and Prudential (a) a Reserve Report (as defined in the Loan Agreement) and Consolidating Summary of Proved Reserves (as defined in the Loan Agreement) in the form and at the times required in Section 2.14 of the Loan Agreement, (b) upon its request such other reports prepared by an independent person or firm acceptable to the Agent and the Collateral Agent concerning (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable or the rate of production thereof, (c) at the Collateral Agent's request, monthly, a report showing the gross proceeds from the sale of Hydrocarbons produced from the lands described in Exhibit A (including any thereof taken by the Mortgagors for the Mortgagors' own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or

gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, (d) a notice of the amount of all outstanding gas balancing obligations incurred by the Mortgagees of each Mortgagor's business relating to the Mortgagor's revenue interests in the Mortgaged Property net of gas balancing benefits attributable to the Mortgagor's revenue interests in the Mortgaged Property anytime such obligations represent an obligation to deliver an amount of gas equal to or greater than five (5) billion cubic feet or the value thereof, and such other information as the Trustees, the Agent or the Collateral Agent may reasonably request (upon request of the Trustees, the Agent or the Collateral Agent, such reports referred to in clauses (a), (b), (c) and (d) above shall set forth such information on a lease or unit basis), and (e) such other information concerning the businesses, affairs and financial condition of the Mortgagors as the Trustees, the Agent, Prudential or the Collateral Agent may from time to time reasonably request.

2.9 No Governmental Approvals. The Mortgagors represent and warrant that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Notes or the Guaranties, or to authorize the observance or performance by the Mortgagors of the covenants herein or contained in the Notes or the Guaranties.

2.10 Right of Entry. The Mortgagors will permit the Trustees, the Collateral Agent, the Agent or the Lenders, or the agents of any of them, at the cost and expense of the Mortgagors in the case of the Collateral Agent or the Agent, to enter upon the Mortgaged Property and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof, all at such reasonable times and intervals and to such reasonable extent as the Trustees, the Collateral Agent, the Agent and any Lender may request.

2.11 Corporate Mortgagors. Each Mortgagor will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and, except as permitted in the Loan Agreement, will not, without the prior written consent of the Trustees, consolidate or merge with any other corporation.

ARTICLE III

Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagors hereby transfer, assign, warrant and convey to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders, effective as of March 1, 1995, at

7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Collateral Agent by virtue of the provisions of this Article, are authorized and directed to treat and regard the Collateral Agent as the assignee and transferee of the Mortgagors and entitled in the Mortgagors' place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Collateral Agent and shall be under no obligation to see to the application by the Collateral Agent of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments received by the Collateral Agent pursuant to Section 3.1 hereof shall be placed in a cash collateral account at the Collateral Agent and distributed in accordance with the Intercreditor Agreement.

3.3 No Liability of the Collateral Agent in Collecting. The Collateral Agent is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Collateral Agent under this Article) and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagors for funds actually received.

3.4 Assignment Not a Restriction on the Collateral Agent's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagors to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustees or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Note has been declared due and payable in accordance with the provisions of Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

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3.6 Indemnity. The Mortgagors agree to indemnify the Trustees, the Collateral Agent, the Agent and the Lenders against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or any of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or any of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustees, the Agent, the Collateral Agent and the Lenders shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. The Mortgagors will indemnify and pay to the Trustees, the Agent, the Collateral Agent and the Lenders any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Trustees, the Agent, the Collateral Agent and the Lenders or any of them. The obligations of the Mortgagors as hereinabove set forth in this Section 3.6 shall survive the release, termination, foreclosure or assignment of this instrument or any sale hereunder.

ARTICLE IV

Events of Default

4.1 Events of Default Hereunder. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) (i) default in the payment of principal of on any Note when due or (ii) in the payment of interest on any such Note or in the payment of any other Indebtedness secured hereby on or before three Business Days following the date on which such payment is due;

(b) the occurrence of an Event of Default (other than any relating to non-payment of principal of or interest on each Note) under the terms and provisions of the Loan Agreement or a Prudential Agreement and the continuance of such Event of Default for the applicable period of grace, if any;

(c) failure by any of the Mortgagors to perform or observe any covenant contain in Sections 2.1, 2.3 through 2.8, 2.10 and 2.11 hereof;

(d) any of the Mortgaged Property shall be seized or taken by any governmental or similar authority, or any order of attachment, garnishment or any other writ shall be issued, or any other lawful creditor's remedy shall be exercised or attempted to be exercised, with respect thereto; or

(e) the title of any of the Mortgagors to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Collateral Agent or the Agent's opinion, upon final determination result in a Material Adverse Effect (as defined in the Loan Agreement) or the impairment or loss of Collateral with a Net Present Value (as defined in the Loan Agreement), in the aggregate, greater than or equal to $10,000,000 provided by this instrument and upon notice by any Trustee, the Agent, the Collateral Agent or any Lender to the Company such litigation is not dismissed within thirty (30) calendar days of such notice,

then, and in any such event, and at any time thereafter, if any event of default shall then be continuing, the Collateral Agent, upon the written request of the Required Lenders (as defined in the Intercreditor Agreement) shall by written notice to the Company take any or all of the following actions, without prejudice to the rights of the Collateral Agent, any Lender or other holder of any of the Indebtedness to enforce its claims against the Mortgagors (provided that, if an Event of Default specified in Section 9.1(f) or Section 9.1(g) of the Loan Agreement or Paragraph 7A(viii) or Paragraph 7A(ix) of the Prudential Agreements shall occur, the result which would occur upon the giving of written notice by the Collateral Agent to the Company as specified in clauses (i) and (ii) below, shall occur automatically without the giving of any such notice): (i) declare the Total Commitment (as defined in the Loan Agreement) terminated, whereupon the Commitments (as defined in the Loan Agreement) of the Banks shall forthwith terminate immediately and any Commitment Fee (as defined in the Loan Agreement) shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest in respect of all Indebtedness, and all obligations owing hereunder, to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind (including notice of intent to accelerate), all of which are hereby waived by the Mortgagors; (iii) exercise any rights or remedies under any document securing any of the obligations.

ARTICLE V

Enforcement of the Security

5.1 Power of Sale of Real Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as they may elect, the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such

notice as may be required by law, or, in the absence of any such requirement, as the Trustees may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagors shall warrant title to such real property to such purchaser or purchasers. The Trustees may postpone the sale of all or any portion of such real property without the necessity of any public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale without the necessity of any public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by o[illegible] or any sale, and the Trustees may make other and successive sales until all of the trust estate be legally sold. With respect to that portion, if any, of the Mortgaged Property situated in the State of Wyoming, this instrument may be foreclosed by advertisement and sale as provided by applicable Wyoming statutes. With respect to that portion, if any, of the Mortgaged Property situated in the State of Oklahoma, the Collateral Agent shall have the right and pow r at its option to declare the Indebtedness secured hereby due and payable and to sell, or direct the Trustees to sell, the "real estate," as such term is defined under the provisions of 46 O.S. Supp. 1986, §42, constituting a part of the Mortgaged Property, all under the terms of 46 O.S. Supp. 1986, §40 et seq., and shall, to the extent permitted by law, have the other rights conferred on the Trustees under the provisions of this instrument.

5.2 Rights of the Collateral Agent with Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Collateral Agent will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Collateral Agent or its agents may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Collateral Agent may require the Mortgagors to assemble such personal property and make it available to the Collateral Agent at a place to be designated by the Collateral Agent which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent will give the Mortgagors reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagors at the address shown below the signatures at the end of this instrument at least five (5) calendar days before the time of the sale or disposition.

5.3 Rights with Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees or the Collateral Agent may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and then proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees or the Collateral Agent, as the case may be, in lieu of or in addition to exercising any power of sale or other remedy hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustees or the Collateral Agent to have physically present or constructively in their possession at any sale held by the Trustees, the Collateral Agent or by any court, receiver or public officer any or all of the Mortgaged Property; and the Mortgagors shall deliver to the purchasers at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to such purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of a Sale. The Collateral Agent shall have the right to become the purchaser at any sale held by the Trustees or the Collateral Agent or by any court, receiver or public officer, and the Collateral Agent shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to the Collateral Agent. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes, after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustees, the

Collateral Agent or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees, the Collateral Agent or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagors of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagors, and the Mortgagors' successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagors or the Mortgagors' successors or assigns. Nevertheless, the Mortgagors, if requested by the Trustees or the Collateral Agent so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as provided in the Intercreditor Agreement.

5.10 The Mortgagors' Waiver of Appraisement, Marshalling and Other Rights. The Mortgagors agree, to the full extent that the Mortgagors may lawfully so agree, that the Mortgagors will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but each Mortgagor, for such Mortgagor and all who may claim through or under such Mortgagor, so far as such Mortgagor or those claiming through or under such Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws; provided, however, that appraisement of any of the Mortgaged Property located in the State of Oklahoma is hereby expressly waived or not, at the option of the Trustees, such option to be exercised prior to or at the time the judgment is rendered in any foreclosure hereof. Each Mortgagor, for such Mortgagor and all who may claim through or under such Mortgagor, waives, to the extent that such Mortgagor may

lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustees, the Collateral Agent or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. Each Mortgagor, for such Mortgagor and all who may claim through or under such Mortgagor, further waives, to the full extent that such Mortgagor may lawfully do so, any requirement for posting a receiver's bond or replevin bond or other similar type of bond if the Trustees or the Collateral Agent commence an action for appointment of a receiver or an action for replevin to recover possession of any of the Mortgaged Property. If any law in this paragraph referred to and now in force, of which such Mortgagor or such Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph. Pursuant to Section 39-5-19, New Mexico Statutes, Annotated, 1978 Comp., as amended, the Mortgagors agree that as to the Mortgaged Property situated in the State of New Mexico, the redemption period shall be shortened to one (1) month. The Mortgagors hereby waive all rights of appraisement, sale, homestead or redemption allowed under any law or laws of the State of Arkansas, and especially redemption under the Act of the General Assembly of the State of Arkansas approved May 8, 1899, and acts amendatory thereto.

5.11 Costs and Expenses. All reasonable costs and expenses (including attorneys' fees) incurred by the Trustees, the Collateral Agent or any Lender in protecting and enforcing their rights hereunder shall constitute a demand obligation owing by the Mortgagors to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the Default Rate (as defined in the Loan Agreement) until paid, all of which shall constitute a portion of the Indebtedness.

5.12 Sale of the Mortgaged Property in Texas. If any Note is not paid when due, whether by acceleration or otherwise, the Trustees are hereby authorized and empowered to sell any part of the Mortgaged Property located in the State of Texas at public sale to the highest bidder for cash in the area at the county courthouse of the county in Texas in which the Texas portion of the Mortgaged Property or any part thereof is situated, as herein described, designated by such county's commissioner's court for such proceedings, or if no area is so designated, at the door of the county courthouse of said county, at a time between the hours of 10:00 A.M. and 4:00 P.M. which is no later than three (3) hours after the time stated in the notice described immediately below as the earliest time at which such sale would occur on the first Tuesday of any month, after advertising the earliest time at which

said sale would occur, the place, and terms of said sale, and the portion of the Mortgaged Property to be sold, by (a) posting (or by having some person or persons acting for the Trustees post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made; and if such portion of the Mortgaged Property lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such part of the Mortgaged Property is situated and such part of the Mortgaged Property may be sold in the area at the county courthouse of any one of such counties designated by such county's commissioner's court for such proceedings, or if no area is so designated, at the courthouse door of such county, and the notice so posted shall designate in which county such property shall be sold, and (b) filing in the office of the county clerk of each county in which any part of the Texas portion of the Mortgaged Property which is to be sold at such sale is situated a copy of the notice posted in accordance with the preceding clause (a). In addition to such posting and filing of notice, the Lenders or other holders of the Indebtedness shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on the Mortgagors and on each other debtor, if any, obligated to pay the Indebtedness according to the records of the Lenders or other holder of the Indebtedness. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to the Mortgagors and such other debtors at their most recent address or addresses as shown by the records of the Lenders or other holder of the Indebtedness in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. The Mortgagors agree that no notice of any sale, other than as set out in this paragraph, need be given by the Trustees, the Agent, the Collateral Agent, the Lenders or any other person. The Mortgagors hereby designate as their address for the purpose of such notice the address set out on the signature page hereof; and agree that such address shall be changed only by depositing notice of such change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the Collateral Agent at the address for the Collateral Agent set out herein (or to such other address as the Collateral Agent may have designated by notice given as above provided to the Mortgagors and such other debtors). Any such notice of change of address of the Mortgagors or other debtors or of the Collateral Agent, the Lenders or of other holder of the Indebtedness shall be effective three (3) Business Days after such deposit if such post office or official depository is located in the State of Texas, otherwise to be effective upon receipt. The Mortgagors authorize and empower the

Trustees to sell the Texas portion of the Mortgaged Property in lots or parcels or in its entirety as the Trustees shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by the Mortgagors, and the title of such purchaser or purchasers when so made by the Trustees, the Mortgagors bind themselves to warrant and forever defend. Where portions of the Mortgaged Property lie in different counties, sales in such counties may be conducted in any order that the Trustees may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as the Trustees may deem expedient. Notwithstanding anything to the contrary contained herein, the Trustees may postpone the sale provided for in this Section 5.12 at any time without the necessity of a public announcement. The provisions hereof with respect to the posting and giving of notices of sale are intended to comply with the provisions of Section 51.002 of the Property Code of the State of Texas, effective January 1, 1984, and in the event the requirements, or any notice, under such Section 51.002 of the Property Code of the State of Texas shall be eliminated or the prescribed manner of giving such notices modified by future amendment to, or adoption of any statute superseding, Section 51.002 of the Property Code of the State of Texas, the requirement for such particular notices shall be deemed stricken from or modified in this instrument in conformity with such amendment or superseding statute, effective as of the effective date thereof.

5.12 Sale of the Mortgaged Property in Mississippi. After the occurrence of an event of default, the Trustees, their successors or substitutes, are authorized and empowered, and it shall be their special duty at the request of the Collateral Agent (which request is hereby presumed), to enforce this trust and to sell the Mortgaged Property located in the State of Mississippi, as an entirety or in parcels, as the Trustees acting may designate, to satisfy the Indebtedness then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in the county or counties, as the case may be, in which the Mortgaged Property in the State of Mississippi is situated for three (3) consecutive weeks preceding date of sale, and by posting one notice of such sale at the Court House of each county in which the Mortgaged Property is situated for said period of time. In the event the Mortgaged Property is located in more than one county in the State of Mississippi, the Trustees or their substitutes or successors in trust shall have the power, in case they are directed to foreclose under this instrument, to select the county in which the sale shall be made and their selection shall be binding on the Mortgagors and the Collateral Agent and all persons claiming through or under them, whether by contract or law. The Trustees or their substitutes or any successors in said Trust shall have full power to fix the day, time, place and terms of sale and may appoint

or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustees, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustees, their substitutes or successors. The Mortgagors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972, Recompiled, and Laws amendatory thereto, if any, as far as said section restricts the right of the Trustees to offer at sale more than 160 acres at one time, and the Trustees, their substitutes or successors may, in their discretion, offer the Mortgaged Property as a whole or in such part or parts as they may deem desirable, regardless of the manner in which it may be described. Any sale made by the Trustees hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law.

5.13 Operation of the Mortgaged Property by the Trustees or the Collateral Agent. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustees or the Collateral Agent, the Trustees and the Collateral Agent (or any person, firm or corporation designated by the Trustees or the Collateral Agent) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagors, and the Mortgagors' agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagors shall be at the time entitled and in their place and stead. The Trustees or the Collateral Agent, or any person, firm or corporation designated by the Trustees or the Collateral Agent, may operate the same without any liability to the Mortgagors in connection with such operations, except to use ordinary care in the operation of such properties, and the Trustees or the Collateral Agent or any person, firm or corporation designated by the Trustees or the Collateral Agent, shall have the right to collect, receive and receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagors with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagors.

ARTICLE VI

Miscellaneous Provisions

6.1 Pooling and Unitization. The Mortgagors shall have the right, and is hereby authorized, to pool or unitize all or any part of any tract of land described in Exhibit A, insofar as relates to the Mortgaged Property, with adjacent lands, leaseholds and other

interests, when, in the reasonable judgment of the Mortgagors, it is necessary or advisable to do so in order to form a drilling unit to facilitate the orderly development of that part of the Mortgaged Property affected thereby, or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells or proration of the production therefrom; provided, however, that any unit so formed for the production of oil shall not substantially exceed 160 acres, and any unit so formed for the production of gas shall not substantially exceed 640 acres, unless a larger area is in conformance with all applicable laws or governmental orders or regulations relating to the spacing of wells or to obtain the maximum allowable production under any applicable law or governmental order or regulation relating to the proration of production therefrom; and further provided that the Hydrocarbons produced from any unit so formed shall be allocated among the separately owned tracts or interests comprising the unit in a uniform manner consistently applied. Any unit so formed may relate to one or more zones or horizons, and a unit formed for a particular zone or horizon need not conform in area to any other unit relating to a different zone or horizon, and a unit formed for the production of oil need not conform in area with any unit formed for the production of gas. Immediately after formation of any unit, the Mortgagors shall furnish to the Trustees, the Agent and the Collateral Agent a true copy of the pooling agreement, declaration of pooling or other instrument creating such unit, in such number of counterparts as the Trustees or the Collateral Agent may reasonably request. The interest in any such unit attributable to the Mortgaged Property (or any part thereof) included therein shall become a part of the Mortgaged Property and shall be subject to the lien hereof in the same manner and with the same effect as though such unit and the interest of the Mortgagors therein were specifically described in Exhibit A. The Mortgagors may enter into pooling or unitization agreements not hereinabove authorized only with the prior written consent of the Trustees.

6.2 Successor Trustees. Any Trustee may resign in writing addressed to the Collateral Agent or may be removed at any time with or without cause by an instrument in writing duly executed by the Collateral Agent. In case of the death, resignation or removal of a Trustee, one or more successor Trustees may be appointed by the Collateral Agent by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee or Trustees, all the estate and title of the prior Trustee in all of the Mortgaged Property, and he or they shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All

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references herein to the Trustees shall be deemed to refer to the Trustees from time to time acting hereunder.

6.2 Actions or Advances by the Collateral Agent or the Trustees. Each and every covenant herein contained shall be performed and kept by the Mortgagors solely at the Mortgagors' expense. If the Mortgagors shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Collateral Agent, or the Trustees or any receiver appointed hereunder, may, but shall not be obligated to, take action and/or make advances to perform the same in the Mortgagors' behalf, and the Mortgagors hereby agrees to repay the expense of such action and such advance upon demand plus interest at an annual rate equal to the Default Rate until paid or, in the event any promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance or action by the Collateral Agent, the Trustees or any receiver appointed hereunder shall be deemed to relieve the Mortgagors from any default hereunder.

6.3 Defense of Claims. The Mortgagors will notify the Trustees, in writing, promptly of the commencement of any legal proceedings affecting the lien or security interest hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustees, as may be necessary or appropriate to preserve the Mortgagors', the Agent's, the Collateral Agent's, the Trustees' and the Lenders' rights affected thereby and/or to hold harmless the Trustees, the Agent, the Collateral Agent and the Lenders in respect of such proceedings; and should the Mortgagors fail or refuse to take any such action, the Trustees, the Agent, the Collateral Agent or the Lenders may, upon giving prior written notice thereof to the Mortgagors, take such action in behalf and in the name of the Mortgagors and at the Mortgagors' expense. Moreover, the Agent and the Collateral Agent or the Trustees on behalf of the Lenders, may take such independent action in connection therewith as it or they may in its or their discretion deem proper, the Mortgagors hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the Default Rate until paid, will, on demand, be reimbursed, as appropriate, to the Agent, the Collateral Agent, the Trustees or any receiver appointed hereunder. The obligations of the Mortgagors as hereinabove set forth in this Section 6.3 shall survive the release, termination, foreclosure or assignment of this instrument or any sale hereunder.

6.4 The Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagors and the entire estate, right, title and interest of the Trustees and the Lenders shall thereupon cease; and the Trustees and the Collateral Agent in such case shall, upon the request of the Mortgagors and at the Mortgagors' cost and expense,

deliver to the Company proper instruments acknowledging satisfaction of this instrument; provided, however, that the Mortgagors agree that this Deed of Trust shall continue to be effective or be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Indebtedness is rescinded or must otherwise be restored by any Lender or any holder of any Note, upon the insolvency, bankruptcy or reorganization of any Mortgagor or otherwise, all as though such payment had not been made.

6.5 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Trustees, the Collateral Agent and the Lenders may take or may now hold other security for the Indebtedness, all without notice to or consent of the Mortgagors. The Trustees, the Collateral Agent or the Lenders may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon and prior perfected security interest in the Mortgaged Property not expressly released until the Notes and all other Indebtedness secured hereby are fully paid.

6.6 Instrument an Assignment, etc. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.7 Limitation on Interest. No provision of this instrument or of the Notes or the Guaranties shall require the payment or permit the collection of interest in excess of the maximum permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Notes or the Guaranties provided for, or shall be adjudicated to be so provided for herein or in the Notes or the Guaranties, the Mortgagors shall not be obligated to pay such excess.

6.8 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Notes or the Guaranties is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes or the Guaranties shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustees, the Agent, the Collateral Agent and the Lenders in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein

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contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.9 Rights Cumulative. Each and every right, power and remedy herein given to the Trustees, the Agent, the Collateral Agent or the Lenders shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustees, the Agent, the Collateral Agent or the Lenders, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustees, the Agent, the Collateral Agent or by the Lenders in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.10 Waiver by the Trustees. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustees be waived to such extent and in such manner as the Trustees may desire, but no such waiver shall ever affect or impair either the Trustees', the Agent's, the Collateral Agent's or the Lenders' rights or liens or security interests hereunder, except to the extent specifically stated in such written instrument.

6.11 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustees, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this instrument, the term "Trustee" shall mean the Trustees hereinabove named, or either of them, as the context requires, and any successor Trustee.

6.12 Environmental Indemnification. The Mortgagors will indemnify and hold the Trustees, the Agent, the Collateral Agent and the Lenders harmless from and against and reimburse the Trustees, the Agent, the Collateral Agent and the Lenders (collectively, the "Indemnified Parties") with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, out-of-pocket or consequential (collectively, "Environmental Claims"), asserted against or by the

Indemnified Parties at any time and from time to time by reason of or arising out of any violation of any Environmental Laws (as defined in the Loan Agreement) applicable to the Mortgagors and/or the Mortgaged Property and any and all matters arising out of any act, omission, event or circumstance existing or occurring (including, without limitation, the presence on the Mortgaged Property or release from the Mortgaged Property of hazardous substances or solid waste disposed of or otherwise released), regardless of whether the act, omission, event or circumstance constituted a violation of any Environmental Law at the time of its existence or occurrence; provided, however, that foregoing obligations of the Mortgagors shall not include an obligation to indemnify an Indemnified Party for an Environmental Claim resulting solely from an action taken by such Indemnified Party after such Indemnified Party takes title to or seizes operations of the relevant property pursuant to the terms of the Loan Documents. The terms "hazardous substance" and "release" shall have the meanings specified in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as subsequently modified, supplemented or amended (herein called "CERCLA"), and for purposes of RCRA (as defined below) compliance the terms "solid waste" and "disposed" shall have the meanings specified in the Federal Resource Conservation and Recovery Act of 1976, as subsequently modified, supplemented or amended (herein called "RCRA"); provided, in the event that either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and provided further, to the extent the laws of any jurisdiction where the Mortgaged Property is located on the date hereof or on any subsequent date establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Mortgagors hereby agree to make the maximum contribution to the payment and satisfaction of the indemnified claims, demands, causes of action, losses, damages, liabilities, costs, expenses and fees which is permissible under applicable law. The obligations of the Mortgagors as hereinabove set forth in this Section 6.12 shall survive the release, termination, foreclosure or assignment of this instrument or any sale hereunder.

6.13 No Partnership. Nothing contained in this instrument is intended to, or shall be construed as, creating to any extent and in any manner whatsoever, any partnership, joint venture, or association among the Mortgagors, the Trustees, the Agent, the Collateral Agent and/or the Lenders, or in any way as to make the Trustees, the Agent, the Collateral Agent and/or the Lenders a coprincipal with the Mortgagors with reference to the Mortgaged Property, and any inferences to the contrary are expressly negated.

6.14 Successors and Assigns. This instrument is binding upon the Mortgagors, the Mortgagors' respective successors and assigns, and shall inure to the benefit of the Trustees, their successors, and the Agent, the Collateral Agent, the Lenders, their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.15 Article and Section Headings. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.16 Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

6.17 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which any portion of the real property covered by the oil and gas leases described in Exhibit A hereto is situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties, which oil and gas properties (and accounts arising therefrom) are to be financed at the wellheads of the wells located on the real property described in Exhibit A hereto. At the option of the Collateral Agent, a carbon, photographic or other reproduction of this instrument or of any financing statement covering the Mortgaged Property or any portion thereof shall be sufficient as a financing statement and may be filed as such.

6.18 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagors shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagors at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagors shall have designated by written notice received by the Collateral Agent or the Trustees.

6.19 Return of Data, Etc. In the event that any of the Trustees or the Collateral Agent exercise the powers of sale provided herein as to any of the Mortgaged Property and the Lenders are ultimately able to sell any of such Mortgaged Property to a party other than the Lenders or their affiliates or their nominees, such sale or sales shall be completed without delivering or conveying to the purchaser or purchasers any of the computer

hardware and software described in clause (g) of the definition of Mortgaged Property. After the exercise of the powers of sale herein on behalf of the Lenders and the sale of all of the Mortgaged Property (other than the computer hardware and software described in clause (g) of the definition of Mortgaged Property) to parties other than the Lenders or their affiliates or their nominees, the Collateral Agent will return, without any representation or warranty whatsoever, the computer hardware and software to the Company upon the Company's delivery of a receipt to the Collateral Agent for all computer hardware or software being returned.

IN WITNESS WHEREOF, the Mortgagors have executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement on the day, month and year first above written.

MORTGAGORS AND DEBTORS

SAMSON INVESTMENT COMPANY, a Nevada corporation

By: _____
Name: C. Phillip Tholen
Title: Executive Vice President, Chief Financial Officer

_____
Secretary
Name: Annabel M. Jones

DYCO PETROLEUM CORPORATION,
a Minnesota corporation

By: C. Philip Tholen
Name: C. Philip Tholen
Title: President

Attest: Annabel M. Jones
Secretary
Printed Name: Annabel M. Jones

SAMSON CANADA, LTD.,
an Alberta corporation
SAMSON HYDROCARBONS COMPANY
(formerly Grace Petroleum
Company), a Delaware
corporation

By: C. Philip Tholen
Name: C. Philip Tholen
Title: Attorney-in-Fact

SAMSON OPERATING COMPANY,
LIMITED PARTNERSHIP
an Oklahoma limited partnership

By: Samson Properties
Incorporated General
Partner

By: C. Philip Tholen
Name: C. Philip Tholen
Title: Senior Vice President

Attest: Annabel M. Jones
Secretary
Printed Name: Annabel M. Jones

DYCO 83 CORPORATION,
an Oklahoma corporation

By: _____
Name: C. Philip Tholen
Title: President

ATTEST:

_____
Secretary
Printed Name: Annabel M. Jones

DYCO 84 CORPORATION,
an Oklahoma corporation

By: _____
Name: C. Philip Tholen
Title: President

ATTEST:

_____
Secretary
Printed Name: Annabel M. Jones

SYNERGY ENERGY COMPANY,
an Oklahoma corporation

By: _____
Name: C. Philip Tholen
Title: President

ATTEST:

_____
Secretary
Printed Name: Annabel M. Jones

SNYDER EXPLORATION COMPANY,
an Texas corporation

By: _____
Name: C. Philip Tholen
Title: President

ATTEST:
_____
Secretary
Typed Name: Annabel M. Jones

EASON EXPLORATION COMPANY,
which was formerly Eason
Drilling Company, formerly
Eason Oil Company

By: _____
Name: C. Philip Tholen
Title: Attorney-in-Fact

GEODYNE RESOURCES, INC. a
Delaware corporation

By: _____
Name: C. Philip Tholen
Title: President

ATTEST:
_____
Secretary
Typed Name: Annabel M. Jones

SAMSON NATURAL GAS COMPANY, an Oklahoma corporation (formerly Continental Drilling Company, Inc.)

By: _____
Name: C. Philip Tholen
Title: President, Chief Executive Officer

ATTEST:
_____
Secretary
Printed Name: Annabel M. Jones

SAMSON-INTERNATIONAL, LTD., an Oklahoma corporation

By: _____
Name: C. Philip Tholen
Title: Attorney-in-Fact

SAMSON PROPERTIES INCORPORATED, an Oklahoma corporation

By: _____
Name: C. Philip Tholen
Title: Senior Vice President, Treasurer

ATTEST:
_____
Secretary
Printed Name: Annabel M. Jones

The mailing address for each of the Mortgagors is:

c/o Samson Investment Company
Two West Second Street
Samson Plaza, 20th Floor
Tulsa, Oklahoma 74103
Attention: C. Philip Tholen

SECURED PARTIES

J. Ed Fariss, Trustee

Robert O. Laird, Trustee

BANK IV OKLAHOMA, N.A.,
as Collateral Agent

By
Wade W. Edmundson
Executive Vice President

BANK IV Oklahoma, National Association
CORPORATE SEAL
ATTEST

Kevin M. Lackner
Senior Vice President

The names and mailing addresses of the Secured Parties are:

Bank IV Oklahoma, N.A., as Collateral Agent
J. Ed Fariss, Trustee and
Robert O. Laird, Trustee
515 South Boulder
Tulsa, Oklahoma 74103

[redacted] [redacted] [redacted]

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED that I, Linda Paschall, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 3rd day of March, 1995, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the corporation or association set opposite his name, and each such Trustee, corporation and association being a party to the foregoing instrument:

C. Philip Tholen, the Executive Vice President, and Annabel M. Jones, the Assistant Secretary, of Samson Investment Company, a Nevada corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Hydrocarbons Company, formerly known as SNG Production Company, a Delaware corporation, [which has no corporate seal] whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, the President, and Annabel M. Jones, the Secretary, of Dyco Petroleum Corporation, a Minnesota corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson Canada, Ltd., an Alberta corporation, [which has no corporate seal] whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, the President, and Annabel M. Jones, the Secretary, of Samson Natural Gas Company, an Oklahoma corporation, [which has no corporate seal] whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, the Senior Vice President, and Annabel M. Jones, the Secretary, of Samson Properties Incorporated, an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Samson-International, Ltd., an Oklahoma corporation, [which has no corporate seal] whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, The Senior Vice President and Annabel M. Jones, the Secretary of Samson Properties Incorporated, the General Partner of Samson Operating Company, Limited Partnership, an Oklahoma limited partnership, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, President and Annabel M. Jones, the Secretary of Dyco 83 Corporation an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, President and Annabel M. Jones, the Secretary of Dyco 84 Corporation an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, President and Annabel M. Jones, the Secretary of Synergy Energy Company, an Oklahoma corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, President and Annabel M. Jones, the Secretary of Snyder Exploration Company, a Texas corporation, whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, Attorney-in-Fact of Eason Services Company, which was formerly Eason Drilling Company, formerly Eason Oil Company whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

C. Philip Tholen, President and Annabel M. Jones, the Secretary of Geodyne Resources, Inc., an Oklahoma corporation whose address is Two West Second Street, Samson Plaza, 20th Floor, Tulsa, Oklahoma 74103;

Wade W. Edmundson and Kevin M. Lackner, of Bank IV Oklahoma, N.A., an Oklahoma banking association, whose address is 515 South Boulder, Tulsa, Oklahoma 74103; and

J. Ed Fariss and Robert O. Laird whose addresses are Bank IV Oklahoma, N.A., 515 South Boulder, Tulsa, Oklahoma 74103, as Trustees.

[redacted] [redacted] [redacted]

ALABAMA
and
MISSISSIPPI

Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers or Trustees with full authority, executed the same voluntarily for and as the act of said corporation, said association or said Trustees, as the case may be.

ARKANSAS

Before me on this day appeared in person the aforementioned persons, to me personally well known, who stated that they held the offices in the corporation or association set forth opposite their names above (or, in the case of the Trustees, were validly appointed Trustees) and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation or association (or as Trustees, as the case may be), and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

COLORADO

The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association, or himself, as a Trustee, as the case may be.

IDAHO

On this day before me personally appeared the aforementioned persons known or identified to me to be the officers (or Trustees, as the case may be) of the corporation or the association that executed the above instrument on behalf of said corporation or association (or themselves, as Trustees) and acknowledged to me that such corporation, association or Trustees executed the same.

ILLINOIS

The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation or association set opposite their names (or as Trustees, as the case may be) on behalf of said corporation or association (or themselves, as Trustees).

INDIANA	Before me this day personally appeared the aforementioned persons who acknowledged the execution of the foregoing instrument.
KANSAS	This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation or association set opposite his name (or a Trustee, as the case may be), on behalf of said corporation or association (or of himself, as a Trustee, as the case may be).
KENTUCKY and MICHIGAN	The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation or association set opposite their names (or as Trustees, as the case may be) on behalf of said corporation or association (or themselves, as Trustees).
MONTANA	Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation or association that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such corporation or association (or Trustee, as the case may be) executed the same.
NEBRASKA and NEW MEXICO	The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation or association set opposite their names (or as Trustees, as the case may be) on behalf of said corporation or association, or himself as a Trustee, as the case may be.
NORTH DAKOTA	Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation or association described in and that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such corporation or association (or Trustee, as the case may be) executed the same.
OHIO	Before me personally appeared such persons known to me to be the persons who, as the officers of the corporation or association set opposite their names which executed the foregoing instrument (or as Trustees, as the case may be), signed the same, and

acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation or association as such officers, respectively (or as Trustees, as the case may be); that the same is their free act and deed as such officers, respectively (or as Trustees, as the case may be), and (as the case may be) the free and corporate act and deed of the corporation or association set opposite their names; that (as the case may be) they were duly authorized thereunto by the board of directors of said corporation or association; and that (as the case may be) the seal affixed to said instrument is the corporate seal of said corporation or association.

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person 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 the corporation or association set opposite his name (or of himself as Trustee, as the case may be) for the uses and purposes therein set forth.

SOUTH DAKOTA

Before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation or association set opposite his name, or a Trustee, as the case may be, and that (as the case may be, as such designated officer being authorized so to do) he executed the foregoing instrument for the purposes therein contained, by (as the case may be) signing the name of said corporation or association by himself as such designated officer.

TEXAS

This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation or association set opposite his name (or a Trustee, as the case may be), on behalf of said corporation or association set opposite his name (or of himself as Trustee, as the case may be).

UTAH

On this day personally appeared before me such persons, who, being by me duly sworn, did say, that (as the case may be) they are the designated officers of said corporation or association or are

Trustees, and that said instrument was signed (as the case may be) in behalf of said corporation or association by resolution of it Board of Directors (or on behalf of themselves as Trustees, as the case may be), and said persons acknowledged to me that said corporation, association or Trustees executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Witness my hand and official seal.

Linda P. Lasohall

Notary Public
Residing at Tulsa, Oklahoma

LINDA PASOHALL NOTARY PUBLIC STATE OF OKLAHOMA TULSA COUNTY

My commission expires:
March 12, 1996

EXHIBIT A To Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated February 27, 1995, from SAMSON INVESTMENT COMPANY, et al. to J. Ed Fariss, as Trustee and Robert O. Laird, as Trustee and BANK IV OKLAHOMA, N.A., as Collateral Agent

List of Properties

SEE ATTACHED.

1. Depth limitations, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, well names, "Operating Interests," "Working Interests" and "Net Revenue Interests" contained in this Exhibit A and the listing of any percentage, decimal or fractional interest in this Exhibit A shall not be deemed to limit or otherwise diminish the interests being subjected to the lien, security interest and encumbrance of this instrument.

2. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular lease. This instrument is not limited to the land described in Exhibit A but is intended to cover the entire interest of the Mortgagors in any lease described in Exhibit A even if such interest relates to land not described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties (or parish or parishes) in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

EXHIBIT "A"

LEASE NO.: 59666-01A
LESSOR: USA W-51347
LESSEE: ADA WOOD
LEASE DATE: AUGUST 1, 1975
RECORDING DATA: BOOK- PAGE- SUBLIETTE COUNTY, WYOMING

DESCRIPTION: TOWNSHIP- 27N RANGE- 11W
SEC 5: W/2
SEC 6: S/2NE/4, SE/4
SEC 7: NE/4
SEC 8: NW/4, N/2SW/4

END OF EXHIBIT "A"

SAMSON
TWO WEST SECOND STREET
TULSA, OK 74103

PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

This Partial Release of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing is executed effective this 15th of February, 1995 by Norwest Bank Wyoming, National Association, of P.O. Box 2799, Casper, WY 82602 ("Norwest").

RECITALS

A. NERD Enterprises, Inc. executed a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing to Norwest dated December 28, 1993, and recorded in Book 96 of Oil & Gas, Page 103; also recorded as a Financing Statement in Book 96 of Oil & Gas, Page 131, and filed as Uniform Commercial Code filing U28702, of the records of Sublette County, Wyoming; and filed with the Wyoming Secretary of State's Office as Uniform Commercial Code Filing Nos. 9401311 2A10, 9401311 2B04, and 9401311 2A04 ("NERD Mortgage"). The NERD Mortgage covered Collateral (as defined in the NERD Mortgage) in, on, under, produced from and appurtenant to the lands described on the attached Exhibit A, incorporated by this reference.

B. NERD Enterprises, Inc. has agreed to sell to Fort Collins Consolidated Royalties, Inc. an undivided 50% of its interest in the Collateral covered by the NERD Mortgage.

C. In order to accommodate such sale, Norwest has agreed to partially release the NERD Mortgage insofar as it covers the interests to be sold by NERD Enterprises, Inc. to Fort Collins Consolidated Royalties, Inc.

D. McMurry Oil Company ("McMurry") executed a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing to Norwest Bank Wyoming, National Association, dated October 1, 1993 and recorded in Book 95 of Oil & Gas, Page 441, also filed as a Financing Statement in Book 96, Page 235, and filed as Uniform Commercial Code filing U28775, of the records of Sublette County, Wyoming; and filed with the Wyoming Secretary of State's Office as Uniform Commercial Code Filing No. 9332613 2B02 ("McMurry Mortgage"). The McMurry Mortgage covered Collateral (as defined in the McMurry Mortgage) in, on, under, produced from and appurtenant to the lands described on the attached Exhibit B, incorporated by this reference.

E. Interests in the Collateral described in the McMurry Mortgage are owned by parties other than McMurry, although legal title is still held by McMurry. In order to effect the proper ownership in the Collateral under the McMurry Mortgage such that the proper owners' respective interests are free of the lien of

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SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorkin

the McMurry Mortgage, Norwest has agreed to partially release the McMurry Mortgage insofar as it covers the interests in the Collateral owned by parties other than McMurry.

NOW, THEREFORE, in consideration of Ten and more Dollars ($10+), Norwest hereby releases and discharges the lien and security agreement of the NERD Mortgage, insofar and only insofar as it covers an undivided fifty percent (50%) in the Collateral owned by NERD Enterprises, Inc., being the same undivided fifty percent (50%) conveyed to Fort Collins Consolidated Royalties, Inc. This partial release shall in no way alter or affect the lien of the NERD Mortgage insofar as it covers the interest being retained by NERD Enterprises, Inc. in the Collateral.

For the same consideration, Norwest hereby releases and discharges the lien and security agreement of the McMurry Mortgage, insofar and only insofar as it covers an undivided fifty and five tenths percent (50.5%) in the Collateral owned by McMurry; being the same undivided 50.5% interest conveyed or to be conveyed to NERD Enterprises, Inc.; Fort Collins Consolidated Royalties, Inc.; and Edward M. Warner. This partial release shall in no way alter or affect the lien of the McMurry Mortgage insofar as it covers the interest being retained by McMurry Oil Company.

Executed as of the date first written above.

NORWEST BANK OF WYOMING,
NATIONAL ASSOCIATION

By _____
John D. Dolan, Vice President

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by John D. Dolan, as Vice-President of Norwest Bank Wyoming, National Association, a corporation, this ____ day of February, 1995.

Witness my hand and official seal.

KARENA A. BELL - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Aug. 30, 1998

_____
Notary Public

My Commission Expires: 8/30/98

EXHIBIT "A"

LIST OF PROPERTIES

Well Name	Working Interest	Net Revenue Interest	Date Of Lease	Lessor	Lessee	Description Of Lease	Recording Book	Pg
Jonah Federal 1-5,1-6,1-7	(BPO) 11.9'25'	(BPO) 9.765313	1/1/92	USA W-125943	High Plains Energy	T28N-R108W Sec5: All Sec6: All Sec7: All Sec18:All	94	57
Jonah Federal 2-8	24.75%	19.80%	1/1/92	USA W-125944	High Plains Energy	T28N-R108W Sec8: All T29N-R108W Sec32:All Sec33:All	94	61
Wardell Federal #1	(BPO) 24.75%	(BPO) 18.59%	5/1/67	USA W-5627B	Samuel Mandel	T28N-R108W Sec9: All		
Federal 1-4	24.75%	19.305%	2/1/77	USA W-57521	Dorothy Ironmeter	T28N-R108W Sec2: All Sec3: All Sec4: All Sec10:All Sec11:All	81	66
Federal 32-34	24.75%	19.92375%	8/1/86	USA W-I00902	Eugene Wait	T29N-R108W Sec34: All Sec35: All	79	337

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EXHIBIT "B"

Sublette COUNTY, Wyoming

LIST OF PROPERTIES

WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	DATE OF LEASE	LESSOR	LESSEE	DESCRIPTION OF LEASE	RECORDING BOOK	PG.
[redacted]onah Federal 1-5,1-6,1-7	17.325%	13.86%	1/1/92	USA W-125943	High Plains Energy	T28N-R108W Sec 5: All Sec 6: All Sec 7: All Sec 18: All		
Jonah Federal 2-8	49.5%	39.6%	1/1/92	USA W-125944	High Plains Energy	T28N-R108W Sec 8: All T29N-R108W Sec 32: All Sec 33: All		
Wardell Federal #1	49.5% (BPO)	37.18%(BPO)	5/1/67	USA W-5627B	Samuel Mandel	T28N-R108W Sec 9: All		
Federal 1-4	49.5%	38.61%	2/1/77	USA W-57521	Dorothy Trommeter	T28N-R108W Sec 2: All Sec 3: All Sec 4: All Sec 10: All Sec 11: All	81	86
[redacted]ederal 32-34	49.5%	39.8475%	8/1/86	USA W-100902	Eugene Wait	T29N-R108W Sec 34: All Sec 35: All	79	337

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CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This Conveyance, Assignment and Bill of Sale ("*Assignment*"), dated effective as of 7:00 a.m. Mountain Standard Time, on January 1, 1995 (the "*Effective Time*"), is from Nerd Enterprises, Inc., a Wyoming corporation ("*Assignor*"), whose address is P.O. Box 949, Casper, Wyoming 82602, to Fort Collins Consolidated Royalties, Inc., a Colorado corporation ("*Assignee*"), whose address is P.O. Box 1363, Cheyenne, Wyoming 82003.

PART I
GRANTING AND HABENDUM CLAUSES

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed, and assigned, and does hereby transfer, bargain, convey, and assign to Assignee, effective for all purposes as of the Effective Time, an undivided fifty percent (50%) of Assignor's right, title and interest in and to the following properties and assets (such properties and assets being hereinafter called the "*Assets*":

(a) The oil, gas an mineral leasehold estates and other real property and mineral interests described in Exhibit A, including after-acquired titles, reversionary and other similar interests, together with Assignor's rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the "*Leasehold Interests*");

(b) (i) the Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al. as "Seller" and Snyder Oil Company as "Buyer", (ii) the Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee", and (iii) the Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

(c) To the extent same are specifically attributable or allocable to the Leasehold Interests, (i) all wells, equipment and facilities that, as of the date hereof, are located on and used solely and directly in connection with the production or treatment of oil and gas from the Leasehold Interests, including but not limited to those described on Exhibit A, (ii) all oil and gas and other hydrocarbon volumes produced on or after the Effective Time, (iii) to the extent same are assignable or transferable by Assignor without restriction under applicable law or third-party agreements (without the payment of any funds or other consideration), all orders, contracts, agreements and other instruments (other than

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RECORDED March 9, 1995 3:00 PM
IN BOOK 101 ORG PAGE 160
FEES 150.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

instruments subject or relating to attorney/client privilege), (iv) to the extent same are assignable or transferable by Assignor under applicable law or third-party agreements (without the payment of any funds or other consideration), all easements, authorizations, permits and similar rights and interests, and (v) all other rights, privileges, benefits, powers and obligations conferred or imposed upon the owner and holder of the Leasehold Interests; and

(d) To the extent attributable or allocable to the Leasehold Interests, and only to the extent that the same are assignable or transferable by Seller, an undivided right, title and ownership interest in and the right to use the seismic data and associated information, well database, mapping, exploration studies, geological and geophysical information, engineering and production studies and information and any and all similar studies, records and information.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Assets unto Assignee, its successors and assigns, forever.

PART II
MISCELLANEOUS

2.1 *Special Warranty; Subrogation.* Assignor hereby covenants with Assignee, its successors and assigns, to warrant and defend title to the Assets as against the claims of all parties claiming by, through or under Assignor but not otherwise. Moreover, this assignment is made with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation under the laws of the State of Wyoming and all rights of actions of warranty against all former owners of the Assets.

2.2 *Existing Agreements.* The Assets hereby assigned are subject to the following agreements:

(i) Purchase and Sale Agreement dated effective June 1, 1994 between McMurry Oil Company, et al., as "Seller" and Snyder Oil Corporation as "Buyer";

(ii) Farmout Agreement dated June 17, 1994 between McMurry Oil Company, et al. as "Farmor" and Snyder Oil Corporation as "Farmee";

(iii) Area of Mutual Interest Agreement dated June 1, 1994 by and between McMurry Oil Company, et al. and Snyder Oil Corporation;

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(iv) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation and McMurry Oil Company dated July 31, 1992; and

(v) Transportation Agreement between Meridian Oil Production Inc. BA Pinedale Gas Gathering Inc. and McMurry Oil Company dated September 1, 1992 amended June 1, 1993.

(vi) Lease Participation Agreement between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III dated December 3, 1991.

2.3 Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (ii) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (iii) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, or (iv) ABSENCE OF LATENT DEFECTS.

2.4 Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, Assignor and Assignee agree to execute, acknowledge and deliver to each other all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

2.5 Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

2.6 Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

2.7 Exhibits. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all

recording references in such Exhibits are to the appropriate records of Sublette County, Wyoming.

2.8 Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

2.9 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

EXECUTED on February 17, 1995, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:

NERD ENTERPRISES, INC.

Assistant Secretary

By: Mick McMurry
Name: Mick McMurry
Title: President

ASSIGNEE:

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Assistant Secretary

By:
Name: William R. Weeks
Title: Executive Vice President

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by Mick McMurry, as President of Nerd Enterprises, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Kay A. Kisner
Notary Public
Address:

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of February, 1995, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Kay A. Kisner
Notary Public
Address:

EXHIBIT "A" - PART I

Leasehold Interests and Wells

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated effective as of 7:00 a.m. Mountain Standard Time, January 1, 1995, between Nerd Enterprises, Inc. and Fort Collins Consolidated Royalties, Inc.

Producing Wells -- Sublette County, Wyoming

WELL NAME	TOWNSHIP/RANGE	SECTION	LOCATION
Stud Horse Butte #13-27	29N - 108W	27	SW/4
Stud Horse Butte #15-28	29N - 108W	28	SE/4
Jonah #3-15	28N - 108W	15	NW/4
Jonah #1-5	28N - 108W	5	W2
Jonah #2-5	28N - 108W	5	E2
Jonah #1-7	28N - 108W	7	NE/4
Jonah #3-7	28N - 108W	7	SW/4
Jonah #2-8	28N - 108W	8	NW/4
Jonah #1-6	28N - 108W	6	E2
Jonah #32-34	29N - 108W	34	NE/4
Jonah #1-4	28N - 108W	4	W2
Davis #1	28N - 108W	9	SE/4

TOGETHER WITH THE EQUIPMENT, LANDS AND LEASEHOLD WORKING INTEREST OWNED BY NERD, IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF THE ASSIGNMENT TO WHICH EXHIBIT A - PART I IS ATTACHED, WITHIN THE DRILLING, SPACING AND PRODUCTION UNITS FOR THE WELLS SET FORTH ABOVE IN THE JONAH FIELD, SUBLETTE COUNTY, WYOMING, WHETHER OR NOT SPECIFICALLY DESCRIBED ON THE REMAINING PART OF THIS EXHIBIT "A", PART II.

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EXHIBIT "A" - PART II

LEASE SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125943	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S/2 S/2 Section 6: Lots 1-5, SE/4 SW/4, S/2 SE/4 Section 7: Lots 1-4, E/2, E/2 W/2 Section 18: Lots 1-4, E/2, E/2 W/2	1,839.37	___	___
WYW-125944	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section [illegible] All Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All	1,920.00	___	___
WYW-125945	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 15: All Section 20: All Section 21: All Section 22: S/2	2,240.00	88	365
WYW-125946	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 22: N/2 Section 23: All	1,600.00	88	367
WYW-125947	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 26: All Section 27: All Section 28: All Section 29: All	2,560.00	88	369
WYW-125948	[redacted]		[redacted] P.M.	1,255.52	88	371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 29: All Section 30: Lots 1-4, E/2, E/2 W/2 Section 31: Lots 1-4, E/2, E/2 W/2	2,530.80	88	373
WYW-125950	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 28: All	640.00	88	375
WYW-125951	High Plains Energy Co.	01/01/92	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2 SW/4	141.81	88	377

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125952	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 13: All Section 14: All Section 23: All Section 24: All	2,560.00	88	379
WYW-125953	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 15: W/2 Section 22: All	960.00	88	381
WYW-125954	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 25: All	640.00	88	383
WYW-126100	McMurry Oil Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 6: All Section 7: All Township 29 North, Range 109 West, 6th P.M. Section 1: All Section 9: All Section 10: All Section 12: W/2	3,446.61	88	452
WYW-126474	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 17: SW/4 Section 18: Lots 1-4, E/2 W/2 Section 19: Lots 1-4, NE/4, E/2 W/2 Section 20: NE/4, S/2	1,419.68	88	456
WYW-126377	McMurry Oil Company	03/01/92	Township 28 North, Range 110 West, 6th P.M. Section 5: Lots 1-4, S/2 Section 6: Lot 4, S/2 SE/4 Section 7: E/2 Section 8: All	1,559.79	88	425
WYW-126101	McMurry Oil Company	01/01/92	Township 30 North, Range 109 West, 6th P.M. Section 10: S/2 Section 18: E/2 Section 19: All Section 30: All Section 32: All Section 33: N/2, N/2 S/2	3,106.16	88	453
WYW-126473	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1-4, S/2 N/2, S/2 Section 5: Lots 1-4, S/2 N/2, S/2 Section 8: All	1,920.24	88	455
W-5627-B	Samuel Mandel	05/01/67	Township 28 North, Range 108 West, 6th P.M. Section 9: All	640.00	—	—

EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
W-57521	Dorothy M. Trommeter	02/01/77	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1-4, S/2 S/2 Section 3: Lots 1-4, S/2 S/2 Section 4: Lots 1-4, S/2 S/2 Section 10: All Section 11: All	2,229.96	81	86
W-100902	Eugene J. Wait, Jr.	08/01/86	Township 29 North, Range 108 West, 6th P.M. Section 34: All Section 35: All	1,280.00	79	337
W-102899	Eugene J. Wait, Jr.	08/01/86	Township 29 North, Range 108 West, 6th P.M. Section 27: All	640.00	88	393
W-104178	HPC, Inc.	06/01/87	Township 27 North, Range 107 West, 6th P.M. Section 9: All Section 10: All Section 15: All Section 18: Lots 1-4, E/2, E/2 W/2	2,548.20	88	397
W-106728	Conoco, Inc.	07/01/85	Township 30 North, Range 109 West, 6th P.M. Section 29: All Section 31: Lots 1-4, E/2, E/2 W/2	1,308.82	88	399
W-107206	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 12: All Section 13: All Section 24: All	1,920.00	88	403
W-100901	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 14: N/2, N/2 SW/4, SE/4 SW/4, SE/4	600.00	88	405
W-118151	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 1-4, S/2 S/2	324.68	84	590
W-118152	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 30: Lots 1-4, E/2, E/2 W/2 Section 31: Lots 1-4, E/2, E/2 W/2	1,880.23	84	585
W-118153	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 25: All Section 33: All Section 34: All Section 35: All	2,560.00	84	580

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EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
W-118154	Home Petroleum Corp.	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: All Section 17: All	1,280.00	84	574
W-118163	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 20: All Section 21: All Section 28: All	1,920.00	84	568
W-118164	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 26: All Section 27: All	1,280.00	84	562
ST WY 92-00189	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: NE/4 SW/4, S/2 SW/4, SW/4 SE/4	160.00	88	439
ST WY 92-00190	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: All	640.00	88	439
ST WY 92-00191	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 17: N/2 NE/4, SE/4 NE/4	120.00	88	440
ST WY 92-00192	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: All	640.00	88	441
ST WY 92-00193	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 16: All	640.00	88	442
ST WY 92-00194	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 24: SE/4 SE/4	40.00	88	443
ST WY 92-00195	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 25: E/2 NE/4, SE/4 SE/4	120.00	88	444
ST WY 92-00196	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: All	640.00	88	445
ST WY 92-00197	McMurry Oil Company	04/02/92	Township 30 North, Range 106 West, 6th P.M. Section 16: S/2	320.00	88	446
ST WY 92-00198	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: All	640.00	88	447

EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
ST WY 92-00199	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: All	640.00	88	448
ST WY 92-00200	McMurry Oil Company	04/02/92	Township 30 North, Range 109 West, 6th P.M. Section 36: All	640.00	88	449
ST WY 92-00201	McMurry Oil Company	04/02/92	Township 28 North, Range 110 West, 6th P.M. Section 16: All	640.00	88	450
ST WY 92-00202	McMurry Oil Company	04/02/92	Township 28 North, Range 111 West, 6th P.M. Section 36: All	640.00	88	451
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: All Section 33: N/2 NE/4, W/2, SE/4	1,200.00	88	471
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 3: SW/4 NW/4, SW/4, SW/4 SE/4 Section 11: SW/4 NW/4, SW/4, SW/4 SE/4 Section 13: S/2 NW/4, SW/4, W/2 SE/4, SE/4 SE/4 Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4 NW/4, SW/4, SW/4 SE/4	1,080.00	88	470
WYW-126772	McMurry Oil Company	05/01/92	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, SW/4 NE/4, N/2 SE/4 Section 13: NE/4 NW/4	239.56	88	470
WYW-127189	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1-4, S/2 N/2, S/2 Section 5: Lots 1-4, S/2 N/2, S/2 Section 7: E/2 Section 8: N/2, N/2 SE/4, SE/4 SE/4 Section 17: SW/4 NE/4, W/2, N/2 SE/4	2,477.68	88	732
WYW-127190	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: All Section 23: All	1,280.00	88	735
WYW-127191	McMurry Oil Company	07/01/92	Township 28 North, Range 107 West, 6th P.M. Section 5: S/2 Section 17: All Section 18: Lots 1-4, E/2, E/2 W/2 Section 33: SW/4	1,749.24	88	738

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EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 20: NW/4, N/2 SW/4, SE/4 SW/4 Section 28: S/2 Section 29: All	1,882.32	88 741
WYW-127193	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: S/2 NE/4 Section 34: W/2 SW/4	160.00	88 744
WYW-120908	L. M. Grace	08/01/90	Township 29 North, Range 107 West, 6th P.M. Section 10: S/2 Section 15: All Section 17: All Section 20: E/2 Section 21: All Section 22: All Section 23: All Section 27: All Section 28: N/2	4,800.00	88 717
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: All Section 22: All Section 25: All Section 26: All	2,560.00	92 198
WYW-127853	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1-7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4 Section 7: Lots 1-4, E/2 W/2 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1-4, S/2 N/2, S/2 Section 12: All	2,215.53	92 200
WYW-127854	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 20: All Section 21: All	1,907.32	92 202
ST WY 92-00412	McMurry Oil Company	12/01/92	Township 28 North, Range 108 West, 6th P.M. Section 36: All	640.00	91 363
ST WY 90-00364	Wold Oil & Gas Co.	06/02/90	Township 28 North, Range 108 West, 6th P.M. Section 16: All	640.00	92 5
ST WY 90-00365	Wold Oil & Gas Co.	06/02/90	Township 29 North, Range 108 West, 6th P.M. Section 36: All	640.00	92 7

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EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-128703	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: All Section 14: N/2, N/2 SW/4, SE/4	1,200.00	92	12
ST WY 93-00109	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: All	640.00	92	273
ST WY 93-00114	McMurry Oil Company	03/01/93	Township 30 North, Range 110 West, 6th P.M. Section 36: All	640.00	92	275
WYW-130232	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 1: Lot 1 (31.82), Lot 2 (31.45), S/2 SE/4 Section 11: All	783.27	93	321
WYW-122309	Standard Energy Co.	11/01/90	Township 28 North, Range 108 West, 6th P.M. Section 32: All	640.00	___	___
WYW-132049	Winston L. Thornton	11/01/86	Township 28 North, Range 109 West, 6th P.M. Section 15: All	640.00	92	401
WYW-128039	Kenneth R. Farmer	01/01/93	Township 28 North, Range 109 West, 6th P.M. Section 10: All Section 14: All Section 24: All Section 25: All	2,560.00	92	407
WYW-130730	McMurry Oil Co.	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1-4, S/2 S/2 Section 3: Lots 1-4, S/2 S/2 Section 12: All Section 13: All Township 29 North, Range 109 West, 6th P.M. Section 34: N/2 N/2, S/2	2,270.62	94	461
ST WY 93-00553	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: All	640.00	96	3
ST WY 93-00554	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 36: All	640.00	96	5
ST WY 94-00133	McMurry Oil Co.	04/01/94	Township 29 North, Range 106 West, 6th P.M. Section 20: SW/4 NW/4	40.00	96	422
ST WY 94-00149	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 36: All	640.00	96	428

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EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
ST WY 94-00148	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: All	640.00	96 426
ST WY 94-00147	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4 SW/4 Township 29 North, Range 107 West, 6th P.M. Section 14: NE/4 SE/4	80.00	96 424
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: W/2 W/2, E/2 SE/4 Section 24: E/2 NE/4	320.00	96 295
WYW-114848	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 NE/4, W/2 Section 23: W/2 W/2	520.00	96 554
WYW-115608	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1-7 Section 6: S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4	627.56	96 556
WYW-120614	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 3, 4, E/2 SW/4, SE/4	295.68	96 558
WYW-121398	Ron Dawursk	09/01/90	Township 29 North, Range 109 West, 6th P.M. Section 12: E/2	320.00	96 560
John B. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 89
Anne Case	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 91
Catherine Canestrini	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 93
Joseph J. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 95

EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book Page
Sister Miriam Grace	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 97
Bernadette Gosar	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 99
Margaret Sellyei	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 101
Grace Mossman	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	8.89	91 103
Dunton Sheep Co.	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 7: SE/4 SW/4 Section 17: SW/4 NW/4 Section 18: NW/4 NE/4, SE/4 NE/4	160.00	99 194
Dunton Sheep Co.	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 20: W/2 NE/4, SE/4 NE/4, E/2 SE/4 Section 21: SW/4 SW/4 Section 28: N/2 NW/4	320.00	99 196
Dunton Sheep Co.	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 25: NE/4 SW/4, SW/4 SE/4	80.00	99 198
WYW-90672	William H. Short, Jr.	01/29/65	Township 28 North, Range 107 West, 6th P.M. Section 4: Lot 1, W/2 SE/4 Section 7: Lots 5, 6, 7, 8, E/2 W/2	412.76	97 362
WYW-118148	R. K. O'Connell	11/08/89	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2 NE/4 Section 29: All Section 30: E/2 NE/4, SE/4 Section 31: Lot 1 (40.64 acres), 2 (40.80 acres), 3 (40.96 acres), 4 (41.12 acres), E/2 W/2 Section 32: All Section 33: W/2 NW/4	2,323.52	97 521

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EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-131987	Howell R. Spears	03/02/94	Township 30 North, Range 107 West, 6th P.M. Section 15: All Section 22: All Section 27: All	1,920.00	97	519
WYW-102717	Eugene J. Wait, Jr.	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 1-4, E/2 W/2, E/2 Section 31: Lots 1-4, E/2 W/2, E/2	1,284.80	98	423
WYW-102732	Eugene J. Wait, Jr.	11/18/86	Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4 Section 28: SE/4 Section 35: SE/4	640.00	98	421
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4 SW/4	40.00	99	200
WYW-118162	Liberty Petroleum Corp.	11/06/89	Township 29 North, Range 109 West, 6th P.M. Section 3: S/2 SW/4, SE/4 Section 7: Lots 1-4, E/2, E/2 W/2 Section 11: All Section 17: All	2,184.61	—	—
WYW-124622	Gregory Klurfeld	06/28/91	Township 29 North, Range 109 West, 6th P.M. Section 3: Lots 1-4, S/2 N/2, N/2 SW/4 Section 4: Lots 1-4, S/2 N/2, S/2 Section 5: Lots 1-4. S/2 N/2, S/2 Township 30 North, Range 109 West, 6th P.M. Section 33: S/2 S/2	1,829.12	—	—
WYW-127204	Javelina Partners	07/09/92	Township 28 North, Range 109 West, 6th P.M. Section 4: Lots 2, 4, SE/4 SW/4, SE/4 SE/4	174.91	—	—
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	202
Joseph A. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	204
Lois T. Zebre, et vir.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	—	—

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EXHIBIT "A" - PART II

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
Lois T. Zebre and Robert P. Arambel, Trustees	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	206
Isabell B. Kurtz	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	208
Christian Bunning and Margaret F. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	210
Robert and Mary D. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	212
Esther G. Chessman	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	214

AFFIDAVIT OF PRODUCTION

State of Wyoming)
) ss.
County of Sublette)

K. V. THOLSTROM, of lawful age, being first duly sworn, upon oath deposes and says:

THAT Presidio Exploration, Inc., 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111, is the Operator of a producing oil and gas well pertaining to the following described oil and gas leases, covering the following described lands in Sublette County, Wyoming, to-wit:

SERIAL NO.: USA W-53094

DATE OF LEASE: January 1, 1976

LESSOR: United States of America

LESSEE: Owen P. Miles, Jr.

LANDS COVERED: Township 27 North, Range 111 West, 6th P.M.
Section 33: Lots 1, 2, 3, 4, NE/4SW/4, N/2SE/4
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Section 35: Lots 1, 2, 3, 4, N/2S/2
Sublette County, Wyoming
Containing 1,165.04 acres, more or less

THAT a well, the **CONDOR FEDERAL 40-33** located in Lots 3 and 4, N/2SE/4 of Section 33, Township 27 North, Range 111 West was spudded on December 27, 1983 and completed on November 21, 1994 with production of oil and gas from the Bear River Formation. That the above described well is continuously producing oil and gas and extends the above described oil and gas lease beyond its primary term pursuant to the provisions of said leases.

FURTHER AFFIANT sayeth not.

K. V. THOLSTROM

251364

RECORDED March 10, 1995 2:30 PM
IN BOOK 101 of O & G PAGE 177
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21st day of February, 1995, by

Witness my hand and official seal.

Notary Public

My commission expires: , 1998

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Return to:
Vastar Resources, Inc.
Attn: Barbara B. Short - Hwy 6
15375 Memorial Drive
Houston, TX 77079

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, that TEXACO EXPLORATION AND PRODUCTION INC., P.O. Box 2100, Denver, Colorado 80201, hereinafter called ASSIGNOR, in consideration of Ten and more dollars, cash in hand paid, the receipt of which is hereby acknowledged, does hereby transfer and assign unto VASTAR RESOURCES, INC., 15375 Memorial Drive, Houston, TX 77079, hereinafter call ASSIGNEE, one-third (33.33%) of ASSIGNOR's right, title and interest in and to those certain Oil and Gas Leases described in Exhibit "A", attached hereto and made a part hereof, covering lands located in Sublette County, Wyoming.

This Assignment is made without warranty of title, either expressed or implied, and shall be subject to all lease burdens, all conditions, either expressed or implied, of the leases and all applicable State, Federal and local laws and rules, regulations and orders of lawful regulatory authorities.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment which is effective the 19th day of January, 1995.

ASSIGNOR: TEXACO EXPLORATION AND PRODUCTION INC.

x _____
Patrick Lee Callahan, Attorney-in-Fact

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

On this 19 day of January, in the year 1995, before me personally appeared Patrick Lee Callahan, known to me to be the person who is described in and who executed the within and foregoing 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.

_____
MaryAnne Frawley, Notary Public
Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

251391

RECORDED March 13 1995 @ 8:55 AM
IN BOOK 197 of Misc PAGE 178
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

Exhibit "A"

Attached to and made a part of that certain Assignment dated January 9th, 1995, by and between Texaco Exploration and Production Inc. and Vastar Resources, Inc.

Lessor	Expiration Date	Gross/Net Acres	Land Description	Recording Book/Page
Irene M. Pulley	4/24/99	80.00 G 13.34 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 727
John Pulley et ux	4/23/99	80.00 G 13.34 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 701
Roger Pulley et ux	4/23/99	80.00 G 13.34 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 699
Kent Pulley et ux	4/23/99	80.00 G 13.34 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 715
Vella Mae Fryburger et vir	5/9/99	80.00 G 13.34 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 713
Beth L. Luzmoor et vir	5/11/99	80.00 G 4.45 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 697
Carol A. Miller et vir	5/11/99	80.00 G 4.45 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 96 / P 725
Sandford T. Pulley	5/11/99	80.00 G 4.45 N	T27N-R106W, 6th P.M. Sec 35: W/2NW/4 Sublette County, Wyoming	B 97 / P 349

Assignment of Overriding Royalty

State of Wyoming)
County of Sublette) Know All Men By These Presents:

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The John L. Howell Trust No. 1, whose address is 302 Belknap, San Antonio, Texas 78212, as Assignor, does hereby assign, transfer and convey unto the following named assignees:

1. Harvey H. Howell
   999 E. Basse Rd., No. 180
   San Antonio, Texas 78209
   SS# 459-76-6115

2. John L. Howell Jr.
   P.O. Box 4825
   Sunriver, Oregon 97707
   SS# 449-84-2961

3. Jane A. Howell
   271 Mulberry St., No. 2-E
   New York, New York 10012
   SS# 449-84-2960

4. James R. Howell
   302 Belknap
   San Antonio, Texas 78212
   SS# 461-13-1877

all of Assignor's Overriding Royalty Interest, in equal shares, in and to all of the oil, gas and other minerals produced, saved and sold under the terms of the leases described on Exhibit "A", attached hereto and made a part hereof.

Said overriding royalty interest shall be free of all transportation, development, production and operating expenses; however, said interest shall bear and pay its portion of all gross production and other similar severance taxes which may be levied or assessed against production from said lands.

The provisions of this Assignment shall be binding upon all the heirs, successors, representatives and assigns of the Assignor and Assignees.

This Assignment shall apply to all Extensions and Renewals of the Leases described on the attached "A".

All of the taxes that are due to be paid in accordance with the terms herein, shall be paid on a prorata basis, whereby the Assignor is responsible for the taxes prior to the effective date of this Assignment, and the Assignees are responsible for the taxes after the effective date of this Assignment.

This Assignment is made without warranties of title, either express, or implied.

Executed this 9th day of June, 1994, becoming effective June 1, 1994.

251409

RECORDED March 15, 1995 8:26 AM
IN BOOK 101 Rts PAGE 180
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

The John L. Howell Trust No. 1

by: Grace R Daubert
Grace R. Daubert, Co- Trustee

The John L. Howell Trust No. 1

by: John L Howell Sr.
John L. Howell, Sr., Co-Trustee

State of Texas
County of Bexar

This instrument was acknowledged before me on June 13, 1994, by Grace R. Daubert, as Co-Trustee for The John L. Howell Trust No. 1, and on behalf of said Trust.

LANCE HARWERTH
Notary Public State of Texas
My Commission Expires
FEBRUARY 22, 1998

Lance Harwerth

State of Texas
County of Bexar

This instrument was acknowledged before me on January 12, 1995, by John L. Howell, Sr., as Co-Trustee for The John L. Howell Trust No. 1, and on behalf of said Trust.

LANCE HARW
Notary Public St
My Commission Ex
FEBRUARY 22, 1998

Lance Harwerth

Exhibit "A"

Attached to that certain Assignment of Oil & Gas Leases dated June 9, 1994, from The John L. Howell Trust No. 1 to Harvey H. Howell et al.

1. Oil, Gas and Mineral Lease dated December 31, 1938, from the USA, as Lessor, to Melba Chirman Eldredge, as Lessee, and recorded in Volume 88 Page 767, Oil & Gas Records of Sublette County, Wyoming; including but not limited to the following lands and wells:

PROPERTY-WELL NAME

(a) MP 7-3 Well (0015010001)
NW 1/4 SE 1/4 of Section 3, T29N-R113W

(b) B 18-02 Well (0020040001)
B 45-2 Well (0020210001)
Lots 3 & 4, S 1/2 NW 1/4, SW 1/4 of Section 1
Lots 1-4, S 1/2 NE 1/4, SE 1/4 NW 1/4, S 1/2 of Section 2, T29N-R113W

2. Oil, Gas and Mineral Lease dated November 24, 1942 from Charles P. Budd, as Lessor, to H.H. Howell, as Lessee, recorded in Volume 1 Page 371, Oil & Gas Records of Sublette County, Wyoming; including but not limited to the following lands and wells:

PROPERTY-WELL NAME

(a) MP 12-10 Well (0107940001)
N 1/2 NE 1/4, SW 1/4 SE 1/4 of Section 10, T29N-R113W

(b) B 33-10 Well (0020040001
NE 1/4 NE 1/4 of Section 10, T29N-R113W

3. Oil, Gas and Mineral Lease dated December 31, 1938 from the USA, as Lessor, to Belco Petroleum, as Lessee, and not being recorded in the County Records of Sublette County, Wyoming; including but not limited to the following lands and wells:

PROPERTY-WELL NAME

(a) S 12-27 Well (0040750001)
NW 1/4 of Section 27, T30N-R113W

(b) S 39-34 (0238700001)
S 39-24 (0238700002)
SW 1/4 NW 1/4 of Section 34, T30N-R113W

ASSIGNMENT

STATE OF WYOMING

COUNTY OF SUBLETTE

251433

RECORDED March 17, 1995 9:20AM
IN BOOK 101 Misc PAGE 183
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is made and entered into by and between **TEXACO EXPLORATION AND PRODUCTION INC.**, a Delaware corporation, whose address is P. O. Box 46513, Denver, Colorado 80201, hereinafter referred to as "Assignor", and **APACHE CORPORATION**, a Delaware corporation, whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056, hereinafter referred to as "Assignee".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good and valuable considerations and mutual benefits to be derived hereunder, the receipt and full sufficiency of which are hereby acknowledged and full acquittance granted therefor, Assignor does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, except as set forth herein, without warranty of title, express or implied, but with full substitution and subrogation in and to all rights and actions of warranty which the said Assignor has or may have against all preceding owners and vendors, all of Assignor's right, title and interest in, on, under and to the following described leases, properties, interests and assets located Sublette County, Wyoming, to-wit:

(1) All of Assignor's right, title and interest in and to the oil, gas and mineral leases and other interests more fully and particularly described on and set forth in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter individually and collectively called "Leases," provided, however, that such Leases are conveyed insofar and only insofar as they pertain to the depths and lands as set forth on said Exhibit "A";

(2) All of Assignor's right, title and interest in and to all fixtures, wells, equipment and personal property of any kind located on the Leases and Easements, or used solely in connection with the production, separation, storage, treatment, gathering or transportation of hydrocarbons therefrom, including, but not limited to, tubing, casing, wellheads, pumping units, production units, compressors, valves, meters, flowlines, tanks, heaters, separators, dehydrators, pumps, injection units, gates and fences, pulling machines, warehouse stocks, microwave equipment, hereinafter individually and collectively called "Other Property";

(3) All of Assignor's non-exclusive rights to the use and occupancy of the surface, including, without limitation, tenements, appurtenances, surface leases, easements, permits, licenses, servitudes and rights-of-way in any way appertaining, belonging, affixed or incidental to or used in connection with the ownership or operation of the Leases, including, without limitation, those more fully and particularly described on and set forth in Exhibit "B" attached hereto and incorporated herein by reference, hereinafter individually and collectively called "Easements";

MEM

(4) All of Assignor's right, title and interest, to the extent transferable, (i) in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of the properties and interests described in paragraph (1) above or the production of hydrocarbons attributable to said properties and interests, and (ii) existing and effective oil, gas, liquid, condensate, casinghead gas and gas sales, purchase, exchange, gathering, transportation, and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and other contracts, agreements and all other instruments insofar and only insofar as they relate to any of the properties and interests described in paragraph (1), or any units(s) in which any part of such properties or interests may be included, or to the exploration, development, production or marketing of hydrocarbons from or attributable to the Leases, hereinafter individually and collectively referred to as "Contracts."

The Leases, Other Property, Easements and Contracts referred to in (1) through (4) above are hereinafter sometimes referred to individually and collectively as "Assets".

TO HAVE AND TO HOLD the above described Assets unto Assignee, its successors and assigns, forever, pursuant to and subject to all of the terms and conditions set forth in this Assignment.

This ASSIGNMENT shall be effective January 1, 1995, 7:00 A.M., local time ("Effective Date").

IN WITNESS WHEREOF, this Assignment is entered into and executed in triplicate originals, after a reading of the whole and in the presence of the undersigned competent witnesses on the dates indicated hereinbelow.

ASSIGNOR:

TEXACO EXPLORATION AND PRODUCTION INC.

By: _____
J.K. Hendrickson
Attorney in Fact

Dated: February 24, 1995

ASSIGNEE:

APACHE CORPORATION

By: _____
George H. Solich
Attorney in Fact

Dated: March 1, 1995

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

The foregoing instrument was acknowledged before me this 24th day of February, 1995 by J. K. Hendrickson as attorney-in-fact of Texaco Exploration and Production Inc., a Delaware corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

February 24, 1998

Susan Sutton
Notary Public -- Susan Sutton

4601 DTC Blvd.
Denver, CO 80237
Address

SUSAN SUTTON NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

BEFORE ME Kimberly Proctor, a duly authorized Notary Public in and for the County and State aforesaid, personally appeared the within named George H. Solich, known to me to be the person whose name is subscribed as attorney-in-fact of Apache Corporation, a Delaware corporation, who acknowledged that he signed and delivered the foregoing instrument as the free act and deed of said corporation in the capacity therein stated and by authority of the Directors thereof, for the purposes contained therein.

WITNESS MY HAND AND OFFICIAL SEAL this 1st day of March, A. D., 1995.

My commission expires:

KIMBERLY PROCTOR
Notary Public, State of Texas
My Commission Expires
DECEMBER 8, 1997

Kimberly Proctor
Notary Public in and for the
County of Harris,
State of Texas.

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EXHIBIT "A"
LEASES
SUBLETTE COUNTY, WYOMING

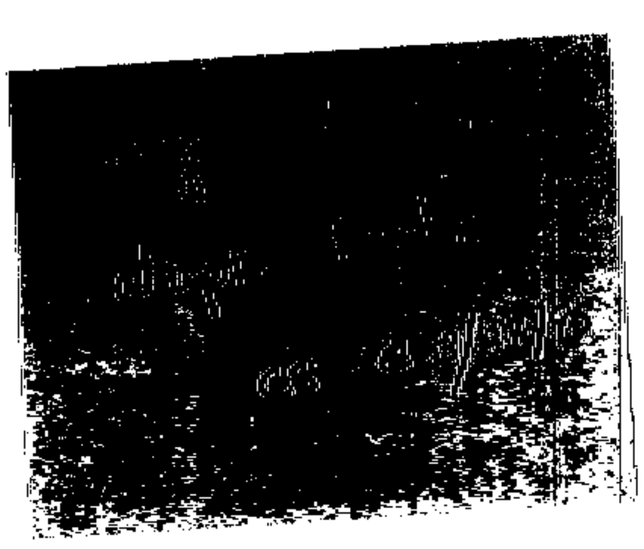
Attached to and made a part of that certain Assignment dated effective as of January 1, 1995 by and between Texaco Exploration and Production Inc., as Assignor, and Apache Corporation, as Assignee.

LESSOR:	FED W- 54914
TEXACO FILE NUMBER:	WY-0000151-000A
LEASE DATE:	6/1/76
LAND DESCRIPTION:	SW/4 of Section 23-27N-112W
RECORDED IN VOLUME:	54 O & G
RECORDED AT PAGE:	368

LESSOR:	FED W- 61473
TEXACO FILE NUMBER:	WY-0000438-000A
LEASE DATE:	1/1/78
LAND DESCRIPTION:	S/2SE/4 of Section 23 and SE/4NW/4 & E/2SW/4 of Section 24, T-27-N, R-112-W

LESSOR:	FED W- 58384
TEXACO FILE NUMBER:	WY-0000458-000A
LEASE DATE:	4/1/77
LAND DESCRIPTION:	N/2SE/4 and NE/4 of Section 23-27N-112W

LESSOR:	FED. W-67178
TEXACO FILE NUMBER:	WY-0000605-000A
LEASE DATE:	4/1/79
LAND DESCRIPTION:	Lots 1, 2, 3, 4 and S/2N/2 of Section 1-27N-112W



05-Feb-95

See MEM 1

[redacted] [redacted] [redacted]

EXHIBIT "B"
EASEMENTS
SUBLETTE COUNTY, WYOMING

Attached to and made a part of that certain Assignment dated effective as of January 1, 1995 by and between Texaco Exploration and Production Inc., as Assignor, and Apache Corporation, as Assignee.

GRANTOR:
TEXACO FILE NUMBER:
TYPE OF INSTRUMENT:
DATE:

05-Feb-95

PLEASE RETURN TO: See Agent
APACHE CORPORATION
Attn: Prody P. Vong
2000 POST OAK BLVD.
SUITE 100
HOUSTON, TX 77056-4400

1BLC

Producers 88 Pooling
Revised

DLM PC #103A
Rev. 10/29/1989

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of January, 1995, between:

David D. Maytag and Betty A. Maytag, husband and wife, of P.O. Box 117, Pinedale, Wyoming 82941

hereinafter called Lessor (whether one or more), and

Dual Resources, Inc., a Colorado corporation, of 475 17th Street, Suite 980 Denver, CO 80202

hereinafter called Lessee (whether one or more), WITNESSETH:

1. Lessor, in consideration of the sum of TEN OR MORE DOLLARS, in hand paid, receipt of which is hereby acknowledged, of the royalties provided herein, and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in

FOR DESCRIPTION OF LAND SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBLETTE COUNTY, WYOMING

251467

RECORDED March 21 1995 8:50AM
IN BOOK 101M0+G PAGE 187
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Wherever the term one-eighth (1/8th) appears in this lease, it shall by this reference be amended to read seventeen percent (17%).

DDM

JM

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 206.46 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 ~~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 cc 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 lanc 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

at address as shown above unless amended

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 p portion 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 [redacted] to enlarge the obligations or diminish the rights of [redacted] No division of royalties shall be made effective ex[redacted] end of a

calendar month. [redacted] ership of royalties becomes changed into separate di[redacted] portions of said land and the owner of any such royalty [redacted] 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, 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.

David D. Maytag
S.S. # 524-40-8091

Betty A. Maytag
S.S. # 546-38-9835

STATE OF _____]
] ss.
COUNTY OF _____]

On this _____ day of _____, 1995, before me personally appeared David D. Maytag and Betty A. Maytag, to me personally known to be the persons described in and whom executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires:

_____

_____
Notary Public

Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA
County of RIVERSIDE

On 2-13-95 (DATE) before me, KATHLEEN JONES (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared BETTY A. MAYTAG & DAVID D. MAYTAG (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.

Kathleen Jones
SIGNATURE OF NOTARY

KATHLEEN JONES
Comm. # 1008167
NOTARY PUBLIC - CALIFORNIA
Riverside County
My Comm. Expires Oct. 31, 1997

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

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

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

OPTIONAL SECTION

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

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

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain oil and gas lease dated the 23rd day of January, 1995, by and between **David D. Maytag and Betty A. Maytag**, husband and wife, as Lessors and **Dual Resources, Inc.**, as Lessee.

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M.

That part of the SW4 of Section 10 and the NW4 of Section 15 lying and being situated southerly and easterly the following described line:

Beginning at the southeast corner of the SW4 of Section 10; thence N.67°05.1'W., 894.53 feet, to a point; thence N.86°25.2'W., 296.74 feet, to a point; thence S.03°23.4'W., 754.04 feet, to a point; thence continuing S.03°23.4'W., 225.77 feet, to a point; thence S.28°50.0'E., 676.50 feet, to a point; thence S.25°32.3'E., 257.64 feet, to a point; thence S.58°56.4'E., 84.72 feet, to a point; thence S.51°46.0'E., 215.47 feet, to a point; thence S.27°48.8'E., 298.12 feet, to a point; thence S.02°27.4'W., 464.00 feet, to a point; thence S.39°02.5'E., 363.04 feet, to a point near the left bank of the New Fork River; thence S.03°18.2'E., 37.26 feet, to a point on the south line of the N2 of Section 15.

Section 15: W2/E2 less and except the following described tract:

Beginning at a point which is the E/16 corner of said Section 15 from which the Northeast corner of said Section 15 bears N. 89° 40' 02" E., a distance of 1338.77 feet; thence from said point of beginning S. 00° 13' 03" E., along the East boundary of said NW/4NE/4, a distance of 619.81 feet to a point of intersection of said East boundary and the East right-of way line of Wyoming State Highway 191; thence N. 02° 33' 10" W.. along said East right-of-way line of Highway 191, a distance of 620.27 feet to a point of intersection of said East right-of-way line and the North boundary line of said NW/4NE/4, thence N. 89° 40' 02" E., along said North boundary, a distance of 25.27 feet to the point of beginning.

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.

Lessee agrees that no shall be drilled on the lands described herein within 900 feet of the active thread of any stream or within one half mile of the main residence located on the lands described herein.

SIGNED FOR VERIFICATION:

David D. Maytag

Betty A. Maytag

251468

STATE OF WYOMING }
}
COUNTY OF SUBLETTE }

RECORDED March 21 1995 8:50a M
IN BOOK 101 946 PAGE 191
FEES 12.00
SUBLETTE COUNTY CLERK
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, 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.

[redacted] [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 23rd day of February, 1995.

ASSIGNOR

DUAL RESOURCES, INC.

Mark S. Wallace

MARK S. WALLACE
PRESIDENT

ASSIGNEE

CENEX, Inc.

By: J. R. Keating

Its: Vice President

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 23rd day of February, 1995.

Witness my hand and official seal.

JAMES D. BROWNLIE 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 28th day of February, 1995.

Witness my hand and official seal.

JUDITH L. BREWER NOTARIAL SEAL STATE OF MONTANA

Notary Public

My Commission Expires:

December 7, 1995

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated February 23, 1995, by and between Dual Resources, Inc. and CENEX.

EXHIBIT A

SUBLETTE COUNTY, WYOMING

LESSOR: David D. Maytag and Betty a. Maytag
LEASE DATE: 1/23/95
RECORDING BOOK/PAGE:
DESCRIPTION:

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M,

That part of the SW4 of Section 10 and the NW4 of Section 15 lying and being situated southerly and easterly the following described line:

Beginning at the southeast corner of the SW4 of Section 10; thence N.67°05.1'W., 894.53 feet, to a point; thence N.86°25.2'W., 296.74 feet, to a point; thence S.03°23.4'W., 754.04 feet, to a point; thence continuing S.03°23.4'W., 225.77 feet, to a point; thence S.28°50.0'E., 676.50 feet, to a point; thence S.25°32.3'E., 257.64 feet, to a point; thence S.58°56.4'E., 84.72 feet, to a point; thence S.51°46.0'E., 215.47 feet, to a point; thence S.27°48.8'E., 298.12 feet, to a point; thence S.02°27.4'W., 464.00 feet, to a point; thence S.39°02.5'E., 363.04 feet, to a point near the left bank of the New Fork River; thence S.03°18.2'E., 37.26 feet, to a point on the south line of the N2 of Section 15.

Section 15: W2/E2 less and except the following described tract:

Beginning at a point which is the E/16 corner of said Section 15 from which the Northeast corner of said Section 15 bears N. 89° 40' 02" E., a distance of 1338.77 feet; thence from said point of beginning S. 00° 13' 03" E., along the East boundary of said NW/4NE/4, a distance of 619.81 feet to a point of intersection of said East boundary and the East right-of way line of Wyoming State Highway 191; thence N. 02° 33' 10" W., along said East right-of-way line of Highway 191, a distance of 620.27 feet to a point of intersection of said East right-of-way line and the North boundary line of said NW/4NE/4, thence N. 89° 40' 02" E., along said North boundary, a distance of 25.27 feet to the point of beginning.

AFFIDAVIT

STATE OF TENNESSEE)
SS
COUNTY OF SHELBY)

Catherine B. Dickinson being first duly sworn upon her oath, according to law, deposes and says:

1-

That she is one and the same person as Catherine B. Dickerson who is named as the assignee of Elva Louise Vible, Asssignor, in that certain Assignment of Royalty appearing at page 490 of Book 75 of the Oil and Gas records of the office of the Sublette County Clerk of Sublette County, Wyoming;

2-

That all monies, payments and royalties hereafter to become due and payable under the aforesaid Assignment of Royalty shall be paid unto Catherine B. Dickinson in the manner following, to-wit:

Catherine B. Dickinson
3710 Deer Crossing
Memphis, Tennessee 38115

Catherine B Dickinson
Catherine B. Dickinson

Subscribed in my presence and sworn to before me this 20 day of March, 1995.

(SEAL)

Notary Public

My commission expires: MY COMMISSION EXPIRES DEC. 21, 1997

251496

RECORDED March 23 1995 9:00AM
IN BOOK 101 Oil & Gas PAGE 195
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A. Cheney, deputy

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

A. G. A. INVESTMENT, 16 East Granite, Butte, MT 59701 ("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 **NORTH AMERICAN RESOURCES COMPANY**, 16 East Granite, Butte, MT 59701 ("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 agreements; gathering lines, royalty interests; overriding royalty interests and/or mineral fee interest; 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, servitude, 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.

251515

RECORDED March 24, 1995 9:05 AM
IN BOOK 101 Misc PAGE 196
FEES $ 16.00 Mary L. Johnson COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

196

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 agreements to which the Properties assigned herein are subject. The leases assigned hereunder, or portions thereof, are subject to all assignments or reservations of royalty interest of record.

5. From and after the Effective Time of this Assignment, Bill Of Sale And Conveyance, Assignee agrees to assume all payment obligations, including those due on surface leases, Federal leases, and State leases.

6. Assignor and Assignee will execute, acknowledge and deliver to the other such further instruments and take such other actions as may be reasonably requested in order to more effectively assure that all of the respective properties, rights, title, interest, 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 insure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this 13th day of February, 1995, but shall be effective as of 6:59 a.m. MST on the 1st day of January, 1995 (the Effective Time).

ASSIGNOR

ATTEST:

Pamela J. Merrell, Secretary

A. G. A. INVESTMENT

R. P. Madison, President

ATTEST:

Gloria J. Rogers, Assistant Secretary

ASSIGNEE

NORTH AMERICAN RESOURCES COMPANY

James J. Benner, Vice President

STATE OF MONTANA)
)
COUNTY OF SILVER BOW)

On this 13th day of February, 19 95, before me, the undersigned, a Notary Public, in and for the State of Montana, personally appeared R. P. Madison, President of A. G. A. Investment, the Corporation which executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

JERI-ANNE O'NEIL NOTARIAL SEAL (SEAL) STATE OF MONTANA

J-A O'Neil
Notary Public for the State of Montana
Residing at Butte, Montana
My Commission Expires: 5-24-98

STATE OF MONTANA)
)
COUNTY OF SILVER BOW)

On this 15th day of February, 19 95, before me, the undersigned, a Notary Public, in and for the State of Montana, personally appeared James J. Benner, Vice President of North American Resources Company, the Corporation which executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

JERI-ANNE O'NEIL NOTARIAL SEAL (SEAL) STATE OF MONTANA

J-A O'Neil
Notary Public for the State of Montana
Residing at Butte, Montana
My Commission Expires: 5-24-98

EXHIBIT A

TO THAT ASSIGNMENT, BILL OF SALE AND CONVEYANCE FROM A.G.A. INVESTMENT COMPANY TO NORTH AMERICAN RESOURCES COMPANY DATED FEBRUARY 13, 1995

CASTLE CREEK/BEAMERS BLUFF LEASES

SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXP. DATE	DESCRIPTION	GROSS ACRES
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	2,240.00
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	1,973.64
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	800.00
W-33563	USA-W-33563	CHARLES E. STRANGE, JR.	01-Nov-73 H	T. 32 N., R. 114 W. SECTION 27: NE/4	160.00
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	640.00
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	320.00
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	240.00
W-08008	USA-W-08008	DONALD E. ALLEN	09-Apr-51 HBP	T. 32 N., R. 114 W. SECTION 20: S/2SE/4	80.00
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	1,169.62
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	2,516.24

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EXHIBIT "A"

TO THAT ASSIGNMENT, BILL OF SALE AND CONVEYANCE FROM A.G.A. INVESTMENT COMPANY TO NORTH AMERICAN RESOURCES COMPANY DATED FEBRURARY 13, 1995

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-60841	USA-W-60841	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-60842	USA-W-60842	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

200

EXHIBIT "A"
TO THAT ASSIGNMENT, BILL OF SALE AND CONVEYANCE FROM A.G.A. INVESTMENT COMPANY TO NORTH AMERICAN RESOURCES COMPANY DATED FEBRUARY 13, 1995

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"

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AGREEMENT, ASSIGNMENT AND BILL OF SALE

WEEKS, BREWER & ASSOCIATES ("Assignor"), a California partnership, of 106 La Questa Way, Woodside, California 94062, for the payment of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns and conveys to NORTH AMERICAN RESOURCES COMPANY ("Assignee"), a Montana corporation, of 16 East Granite, Butte, Montana 59701:

(a) All of Assignor's right, title and interest in the oil and gas leases described on Exhibit "A", attached to and made a part hereof by this reference, insofar as said leases cover the lands listed on Exhibit "A", subject to and including any after-acquired titles, reversionary or similar interests associated with such leases (the "Leases");

(b) All of Assignor's right, title and interest in the Wells listed on Exhibit "A" (the "Wells") attached to and made a part hereof by this reference, including all equipment, casing, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons from the Wells;

(c) All of Assignor's right, title and interest in the oil, natural gas liquids or condensate inventory, including the "line fill" and inventory below the pipeline connection in tanks as of 7:00 a.m., local time where the properties are located, August 1st, 1994 (the "Effective Time"); and

(d) From and after the Effective Time, all of Assignor's right, title and interest in contractual rights, obligations and interest, including all of the presently existing and valid unitization, communitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Wells (the "Contracts").

251516

RECORDED March 04, 1995 9:05AM
IN BOOK 101 Misc PAGE 202
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

Assignor hereby covenants that the said Leases are free and clear from any encumbrance done or suffered by it, and that it will defend the title to the said Leases unto Assignee and unto its successors and assigns against the lawful claims and demands of all persons claiming to hold title by, through or under Assignor, but not otherwise. With respect to the Wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation of warranty or title expressed or implied, and all such equipment, Wells and personal property are sold AS IS AND WHERE IS WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder. Any covenants or warranties implied by statute or law by the use of the words "grants", "conveys" or other similar words used in this Agreement, Assignment and Bill of Sale are hereby expressly disclaimed, waived and negated.

To have and to hold the same unto Assignee, its successors and assigns forever, Assignee, in consideration of the mutual benefits to be derived hereunder, by its acceptance hereof, subject to the terms and conditions hereof.

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

This Agreement, Assignment and Bill of Sale is made subject to the terms and conditions of that certain "Purchase and Sale Agreement" dated January 18, 1995 by and between the Assignor and the Assignee.

EXECUTED as of the 27th day of January, 1995, but effective for all purposes as of 7:00 a.m., Mountain Daylight Time, August 1, 1994.

[redacted] [redacted] [redacted]

WEEKS, BREWER & ASSOCIATES

By: _____
William R. Weeks
General Partner

ATTEST:

_____

NORTH AMERICAN RESOURCES COMPANY

By: _____
James J. Benner
Vice-President & General Manager

STATE OF MONTANA)
) SS.
COUNTY OF SILVER BOW)

On this 30th day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared James J. Benner, Vice-President and General Manager of North American Resources Company, a Montana corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

1998

Notary Public
Address: 16 E. Granite
Butte, MT 59701

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

On this 27th day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared William R. Weeks, General Partner of Weeks, Brewer & Associates, a California partnership, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Expires
October 5, 1998

Kay C. Kisner
Notary Public
Address: 1775 Sherman St, #1400
Denver, CO 80203

EXHIBIT "A" - PART I

Attached to and made a part of that certain Agreement, Assignment and Bill of Sale dated as of the 27th day of January, 1995, between North American Resources Company and Weeks, Brewer & Associates.

BEAMERS BLUFF AND CASTLE CREEK FIELDS WELLS -- Sublette County, Wyoming

WELL NAME	COUNTY	STATE	TOWNSHIP-RANGE	SECTION	LOCATION
BEAMERS BLUFF #24-19	SUBLETTE	WY	T 33 N R 114 W	SECTION 19	SESW
NICKELSON CREEK #43-20	SUBLETTE	WY	T 32 N R 114 W	SECTION 20	NESE
CASTLE CREEK #23-16A	SUBLETTE	WY	T 32 N R 114 W	SECTION 16	NESW
CASTLE CREEK FED #21-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	NENW
CASTLE CREEK FED #22-27	SUBLETTE	WY	T 32 N R 114 W	SECTION 27	SENW
CASTLE CREEK FED #34-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	SWNE
CASTLE CREEK FED #43-21	SUBLETTE	WY	T 32 N R 114 W	SECTION 21	NESE
CASTLE CREEK FED #14-22	SUBLETTE	WY	T 32 N R 114 W	SECTION 22	SWSW
CASTLE CREEK FED #23-22	SUBLETTE	WY	T 32 N R 114 W	SECTION 22	NESW
CASTLE CREEK FED #42-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	SENE

TOGETHER WITH ALL EQUIPMENT, LANDS AND LEASEHOLD WORKING INTEREST OWNED BY FORT COLLINS CONSOLIDATED ROYALTIES, INC. WITHIN THE DRILLING AND PRODUCTION UNITS FOR THE WELLS SET FORTH ABOVE IN 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", PART II;

Subject to: Unit Operating Agreement
Beamers Bluff Unit Area

Unit Agreement for the Development and Operation of the Beamers Bluff Unit Area, County of Sublette, State of Wyoming entered into as of 10/2/78.

Unit Operating Agreement
Castle Creek Unit Area

Unit Agreement for the Development and Operation of the Castle Creek Unit Area, County of Sublette, State of Wyoming entered into as of 12/30/80.

EXHIBIT "A" - PART II

Attached to and made a part of that certain Agreement, Assignment and Bill of Sale dated as of the _____ day of January, 1995, between North American Resources Company and Weeks, Brewer & Associates.

BEAMERS BLUFF/CASTLE CREEK LEASES -- Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXPL. DATE	DESCRIPTION	GROSS ACRES	RECORDED BOOK/PAGE
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	2,240.00	61-357
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/2E/4, NW/4SE/4 SECTION 22: ALL SECTION 23: W/2 SECTION 26: NW/4	1,973.64	67-328
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	800.00	75-200
W-33563	USA-W-33563	CHARLES E. STRANGE, Jr.	01-Nov-73 HBP	T. 32 N., R. 114 W. SECTION 27: NE/4	160.00	
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	640.00	61-336
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	320.00	68-50
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	240.00	2-506
W-06008	USA-W-06008	DONALD E. ALLEN	09-Apr-51 HBP	T. 32 N., R. 114 W. SECTION 20: S/2SE/4	80.00	2-503
W-119845	USA-W-119845	A.G. ANDRIKOPOLOUS	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/4,SE/4	1,169.62	

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BEAMERS BLUFF/CASTLE CREEK LEASES -- Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXPL. DATE	DESCRIPTION	GROSS ACRES	RECORD BOOK/PAGE
W-121443	USA-W-121443	A.G. ANDRIKOPOLOUS	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/2NE4 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	2,516.24	
W-121444	USA-W-121444	A.G. ANDRIKOPOLOUS	01-Oct-90 30-Sep-95	T. 33 N., R. 11[illegible] W. SECTION 29: [illegible]/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. ANDRIKOPOLOUS	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. ANDRIKOPOLOUS	01-May-91 HBP	T. 33 N., R. 115 W. SECTION 24: NE/4SE/4	40.00	
W-121818	USA-W-121818	A.G. ANDRIKOPOLOUS	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. SECTION 19: LOTS 1,2, E/2NW/4,W/2NE/4	239.18	57-42
W-60642	USA-W-60642	CARL W. KLAENHAMMER	01-Jan 69 HBP	T. 33 N., R. 114 W. SECTION 19: LOTS 3,4, E/2SW/4,SE/4	319.46	57-42
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	59-66

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AGREEMENT, ASSIGNMENT AND BILL OF SALE

LEONARD W. ELY AND SHIRLEY R. ELY, CO-TRUSTEES OF THE ELY TRUST, UNDER TRUST DATED DECEMBER 28, 1982 ("Assignor"), of 2161 Bryant Street, Palo Alto, California 94301, for the payment of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are herebv acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns and conveys to NORTH AMERICAN RESOURCES COMPANY ("Assignee"), a Montana corporation, of 16 East Granite, Butte, Montana 59701:

(a) All of Assignor's right, title and interest in the oil and gas leases described on Exhibit "A", attached to and made a part hereof by this reference, insofar as said leases cover the lands listed on Exhibit "A", subject to and including any after-acquired titles, reversionary or similar interests associated with such leases (the "Leases");

(b) All of Assignor's right, title and interest in the Wells listed on Exhibit "A" (the "Wells") attached to and made a part hereof by this reference, including all equipment, casing, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons from the Wells;

(c) All of Assignor's right, title and interest in the oil, natural gas liquids or condensate inventory, including the "line fill" and inventory below the pipeline connection in tanks as of 7:00 a.m., local time where the properties are located, August 1st, 1994 (the "Effective Time"); and

(d) From and after the Effective Time, all of Assignor's right, title and interest in contractual rights, obligations and interest, including all of the presently existing and valid unitization, communitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Wells (the "Contracts")

251517

RECORDED March 24 1995 9:05AM
IN BOOK 101 M&R PAGE 209
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

Assignor hereby covenants that the said Leases are free and clear from any encumbrance done or suffered by it, and that it will defend the title to the said Leases unto Assignee and unto its successors and assigns against the lawful claims and demands of all persons claiming to hold title by, through or under Assignor, but not otherwise. With respect to the Wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation of warranty or title expressed or implied, and all such equipment, Wells and personal property are sold AS IS AND WHERE IS WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder. Any covenants or warranties implied by statute or law by the use of the words "grants", "conveys" or other similar words used in this Agreement, Assignment and Bill of Sale are hereby expressly disclaimed, waived and negated.

To have and to hold the same unto Assignee, its successors and assigns forever, Assignee, in consideration of the mutual benefits to be derived hereunder, by its acceptance hereof, subject to the terms and conditions hereof.

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

This Agreement, Assignment and Bill of Sale is made subject to the terms and conditions of that certain "Purchase and Sale Agreement" dated January 18, 1995 by and between the Assignor and the Assignee.

EXECUTED as of the 23 day of January, 1995, but effective for all purposes as of 7:00 a.m., Mountain Daylight Time, August 1, 1994.

LEONARD W. ELY AND SHIRLEY R. ELY,
CO-TRUSTEES OF THE ELY TRUST,
UNDER TRUST DATED DECEMBER 28, 1982

By: _____
Leonard W. Ely
Co-Trustee

By: _____
Shirley R. Ely
Co-Trustee

ATTEST:

_____

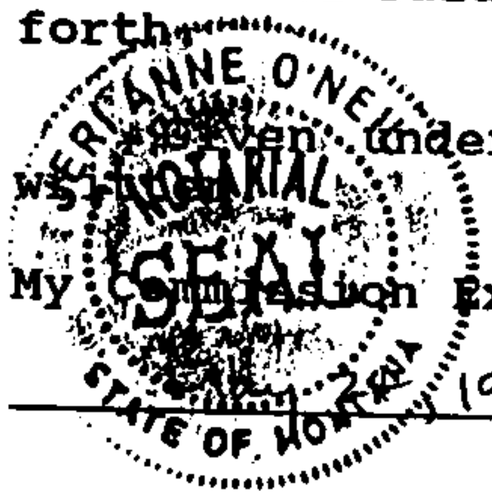
NORTH AMERICAN RESOURCES COMPANY

By: _____
James J. Benner
Vice-President & General Manager

STATE OF MONTANA)
) SS.
COUNTY OF SILVER BOW)

On this 30th day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared James J. Benner, Vice-President and General Manager of North American Resources Company, a Montana corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



My Commission Expires:

1-24-1998

Notary Public
Address: Butte, MT 59701

STATE OF California)
CITY OF Palo Alto) SS.
COUNTY OF Santa Clara)

On this 23rd day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Leonard W. Ely, Co-Trustee of the Ely Trust, Under Trust Dated December 28, 1982, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

11/28/97

Notary Public
Address: 250 Hamilton Ave
Palo Alto, CA 94301

STATE OF California)
CITY OF Palo Alto) SS.
COUNTY OF Santa Clara)

On this 23rd day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Shirley R. Ely, Co-Trustee of the Ely Trust, Under Trust Dated December 28, 1982, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

11/28/97

SETH C. HURLEY
COMM. #1010405
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires NOV 28,1997

Seth C. Hurley
Notary Public
Address: 250 Lytton Ave
Palo Alto, CA 94301

EXHIBIT "A" - PART I

Attached to and made a part of that Certain Agreement, Assignment and Bill of Sale dated as of the _____ day of January, 1995, between North American Resources Company and Leonard W. Ely and Shirley R. Ely, Co-trustees, Under Trust Dated December 28, 1982.

BEAMERS BLUFF AND CASTLE CREEK FIELDS WELLS -- Sublette County, Wyoming

WELL NAME	COUNTY	STATE	TOWNSHIP-RANGE	SECTION	LOCATION
BEAMERS BLUFF #24-19	SUBLETTE	WY	T 33 N R 114 W	SECTION 19	SESW
MICKELSON CREEK #43-20	SUBLETTE	WY	T 32 N R 114 W	SECTION 20	NESE
CASTLE CREEK #23-16A	SUBLETTE	WY	T 32 N R 114 W	SECTION 16	NESW
CASTLE CREEK FED #21-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	NENW
CASTLE CREEK FED #22-27	SUBLETTE	WY	T 32 N R 114 W	SECTION 27	SENW
CASTLE CREEK FED #34-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	SWNE
CASTLE CREEK FED #43-21	SUBLETTE	WY	T 32 N R 114 W	SECTION 21	NESE
CASTLE CREEK FED #14-22	SUBLETTE	WY	T 32 N R 114 W	SECTION 22	SWSW
CASTLE CREEK FED #23-22	SUBLETTE	WY	T 32 N R 114 W	SECTION 22	NESW
CASTLE CREEK FED #42-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	SENE

TOGETHER WITH ALL EQUIPMENT, LANDS AND LEASEHOLD WORKING INTEREST OWNED BY FORT COLLINS CONSOLIDATED ROYALTIES, INC. WITHIN THE DRILLING AND PRODUCTION UNITS FOR THE WELLS SET FORTH ABOVE IN 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", PART II;

Subject to:

Unit Operating Agreement
Beamers Bluff Unit Area

Unit Agreement for the Development and Operation of the Beamers Bluff Unit Area, County of Sublette, State of Wyoming entered into as of 10/2/78.

Unit Operating Agreement
Castle Creek Unit Area

Unit Agreement for the Development and Operation of the Castle Creek Unit Area, County of Sublette, State of Wyoming entered into as of 12/30/80.

EXHIBIT "A" - PART II

Attached to and made a part of that certain Agreement, Assignment and Bill of Sale dated as of the _____ day of January, 1995, between North American Resources Company and Leonard W. Ely and Shirley R. Ely, Co-Trustees, Under Trust Dated December 28, 1982.

BEAMERS BLUFF/CASTLE CREEK LEASES -- Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXPL. DATE	DESCRIPTION	GROSS ACRES	RECORDED BOOK/PAGE
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	2,240.00	61-357
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/2E/4, NW/4SE/4 SECTION 22: ALL SECTION 23: W/2 SECTION 26: NW/4	1,973.64	67-338
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	800.00	75-210
W-33563	USA-W-33563	CHARLES E. STRANGE, Jr.	01-Nov-73 HBP	T. 32 N., R. 114 W. SECTION 27: NE/4	160.00	
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	640.00	61-336
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	320.00	68-50
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	240.00	2-506
W-06008	USA-W-06008	DONALD E. ALLEN	09-Apr-51 HBP	T. 32 N., R. 114 W. SECTION 20: S/2SE/4	80.00	2-503
W-119845	USA-W-119845	A.G. ANDRIKOPOLOUS	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/4,SE/4	1,169.62	

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BEAMERS BLUFF/CASTLE CREEK LEASES -- Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXPL. DATE	DESCRIPTION	GROSS ACRES	RECORD BOOK/PAGE
W-121443	USA-W-121443	A.G. ANDRIKOPOLOUS	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/2NE4 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	2,516.24	
W-121444	USA-W-121444	A.G. ANDRIKOPOLOUS	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. ANDRIKOPOLOUS	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. ANDRIKOPOLOUS	01-May-91 HBP	T. 33 N., R. 115 W. SECTION 24: NE/4SE/4	40.00	
W-121818	USA-W-121818	A.G. ANDRIKOPOLOUS	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. SECTION 19: LOTS 1,2, E/2NW/4,W/2NE/4	239.18	57-42
W-60642	USA-W-60642	CARL W. KLAENHAMMER	01-Jan 69 HBP	T. 33 N., R. 114 W. SECTION 19: LOTS 3,4, E/2SW/4,SE/4	319.46	57-42
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	59-66

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AGREEMENT, ASSIGNMENT AND BILL OF SALE

FORT COLLINS CONSOLIDATED ROYALTIES, INC. ("Assignor"), a Colorado corporation, of P.O. Box 1363, Cheyenne, Wyoming 82003, for the payment of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns and conveys to NORTH AMERICAN RESOURCES COMPANY ("Assignee"), a Montana corporation, of 16 East Granite, Butte, Montana 59701:

(a) All of Assignor's right, title and interest in the oil and gas leases described on Exhibit "A", attached to and made a part hereof by this reference, insofar as said leases cover the lands listed on Exhibit "A", subject to and including any after-acquired titles, reversionary or similar interests associated with such leases (the "Leases");

(b) All of Assignor's right, title and interest in the Wells listed on Exhibit "A" (the "Wells") attached to and made a part hereof by this reference, including all equipment, casing, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons from the Wells;

(c) All of Assignor's right, title and interest in the oil, natural gas liquids or condensate inventory, including the "line fill" and inventory below the pipeline connection in tanks as of 7:00 a.m., local time where the properties are located, August 1st, 1994 (the "Effective Time"); and

(d) From and after the Effective Time, all of Assignor's right, title and interest in contractual rights, obligations and interest, including all of the presently existing and valid unitization, communitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Wells (the "Contracts").

251518

RECORDED March 24, 1995 9:10AM
IN BOOK 101 PAGE 217
FEES $ 18.00 Mary L. Lamb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

Assignor hereby covenants that the said Leases are free and clear from any encumbrance done or suffered by it, and that it will defend the title to the said Leases unto Assignee and unto its successors and assigns against the lawful claims and demands of all persons claiming to hold title by, through or under Assignor, but not otherwise. With respect to the Wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation of warranty or title expressed or implied, and all such equipment, Wells and personal property are sold AS IS AND WHERE IS WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder. Any covenants or warranties implied by statute or law by the use of the words "grants", "conveys" or other similar words used in this Agreement, Assignment and Bill of Sale are hereby expressly disclaimed, waived and negated.

To have and to hold the same unto Assignee, its successors and assigns forever, Assignee, in consideration of the mutual benefits to be derived hereunder, by its acceptance hereof, subject to the terms and conditions hereof.

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

This Agreement, Assignment and Bill of Sale is made subject to the terms and conditions of that certain "Purchase and Sale Agreement" dated January 4, 1994 by and between the Assignor and the Assignee.

EXECUTED as of the 27th day of January, 1995, but effective for all purposes as of 7:00 a.m., Mountain Daylight Time, August 1, 1994.

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ATTEST:

Dianne E. Greene
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks, Jr.
Executive Vice-President

ATTEST:

_____

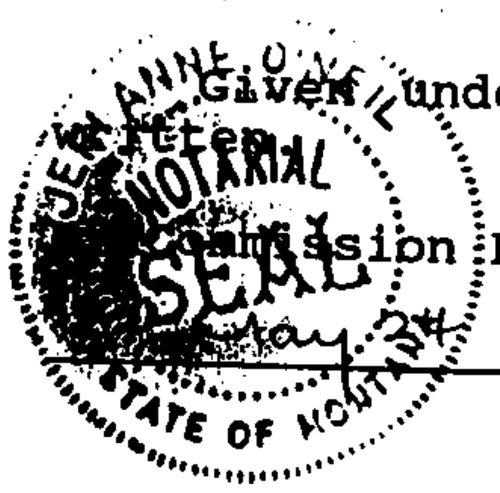
NORTH AMERICAN RESOURCES COMPANY

By: _____
James J. Benner
Vice-President & General Manager

STATE OF MONTANA)
) SS.
COUNTY OF SILVER BOW)

On this 30th day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared James J. Benner, Vice-President and General Manager of North American Resources Company, a Montana corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Commission Expires:
May 24, 1998

Notary Public
Address: 10 E. Granite
Butte, MT 59701

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

On this 27th day of January, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared William R. Weeks, Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorad corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Commission Expires:
[illegible]

Kay A. Kisner
Notary Public
Address: 1775 Sherman St, #1400
Denver, CO 80203

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EXHIBIT "A" - PART I

Attached to and made a part of that certain Agreement, Assignment and Bill of Sale dated as of the 27th day of January, 1995, between North American Resources Company and Fort Collins Consolidated Royalties, Inc.

BEAMERS BLUFF AND CASTLE CREEK FIELDS WELLS -- Sublette County, Wyoming

WELL NAME	COUNTY	STATE	TOWNSHIP-RANGE	SECTION	LOCATION
BEAMERS BLUFF #24-19	SUBLETTE	WY	T 33 N R 114 W	SECTION 19	SESW
MICKELSON CREEK #43-20	SUBLETTE	WY	T 32 N R 114 W	SECTION 20	NESE
CASTLE CREEK #23-16A	SUBLETTE	WY	T 32 N R 114 W	SECTION 16	NESW
CASTLE CREEK FED #21-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	NENW
CASTLE CREEK FED #22-27	SUBLETTE	WY	T 32 N R 114 W	SECTION 27	SENW
CASTLE CREEK FED #34-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	S NE
CASTLE CREEK FED #43-21	SUBLETTE	WY	T 32 N R 114 W	SECTION 21	NESE
CASTLE CREEK FED #14-22	SUBLETTE	WY	T 32 N R 114 W	SECTION 22	SWSW
CASTLE CREEK FED #23-22	SUBLETTE	WY	T 32 N R 114 W	SECTION 22	NESW
CASTLE CREEK FED #42-28	SUBLETTE	WY	T 32 N R 114 W	SECTION 28	SENE

TOGETHER WITH ALL EQUIPMENT, LANDS AND LEASEHOLD WORKING INTEREST OWNED BY FORT COLLINS CONSOLIDATED ROYALTIES, INC. WITHIN THE DRILLING AND PRODUCTION UNITS FOR THE WELLS SET FORTH ABOVE IN 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", PART II;

Subject to: Unit Operating Agreement
Beamers Bluff Unit Area

Unit Agreement for the Development and Operation of the Beamers Bluff Unit Area, County of Sublette, State of Wyoming entered into as of 10/2/78.

Unit Operating Agreement
Castle Creek Unit Area

Unit Agreement for the Development and Operation of the Ca- le Creek Unit Area, County of Sublette, State of Wyoming entered into as of 12/30/80.

EXHIBIT "A" - PART II

Attached to and made a part of that certain Agreement, Assignment and Bill of Sale dated as of the _____ day of January, 1995, between North American Resources Company and Fort Collins Consolidated Royalties, Inc.

BEAMERS BLUFF/CASTLE CREEK LEASES -- Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXPL. DATE	DESCRIPTION	GROSS ACRES	RECORDED BOOK/PAGE
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	2,240.00	61-357
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/2E/4, NW/4SE/4 SECTION 22: ALL SECTION 23: W/2 SECTION 26: NW/4	1,973.64	67-338
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	800.00	75-200
W-33563	USA-W-33563	CHARLES E. STRANGE, Jr.	01-Nov-73 HBP	T. 32 N., R. 114 W. SECTION 27: NE/4	160.00	
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	640.00	61-336
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	320.00	68-50
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	240.00	2-506
W-06008	USA-W-06008	DONALD E. ALLEN	09-Apr-51 HBP	T. 32 N., R. 114 W. SECTION 20: S/2SE/4	80.00	2-503
W-119845	USA-W-119845	A.G. ANDRIKOPOLOUS	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/4,SE/4	1,169.62	

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BEAMERS BLUFF/CASTLE CREEK LEASES -- Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE/ EXPL. DATE	DESCRIPTION	GROSS ACRES	RECORD BOOK/PAGE
W-121443	USA-W-121443	A.G. ANDRIKOPOLOUS	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/2NE4 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	2,516.24	
W 121444	USA-W-121444	A.G. ANDRIKOPOLOUS	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	2,478.1.	
W-117557	USA-W-117557	A.G. ANDRIKOPOLOUS	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. ANDRIKOPOLOUS	01-May-91 HBP	T. 33 N., R. 115 W. SECTION 24: NE/4SE/4	40.00	
W-121818	USA-W-121818	A.G. ANDRIKOPOLOUS	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. SECTION 19: LOTS 1,2, E/2NW/4,W/2NE/4	239.18	57-42
W-60642	USA-W-60642	CARL W. KLAENHAMMER	01-Jan 69 HBP	T. 33 N., R. 114 W. SECTION 19: LOTS 3,4, E/2SW/4,SE/4	319.46	57-42
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	59-66

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Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-116264

Lease Effective Date (Anniversary Date)
JUNE 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. BOX 220
   City, State, ZIP Code CASPER, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32N, RANGE 109W, 6TH P.M. SEC. 7: LOTS 3,4,9,10 TOWNSHIP 32N, RANGE 110W, 6TH P.M. SEC. 1: LOTS 1-4, S2 12: ALL 13: ALL 24: E2, E2W2 CONTAINING 2216.17 ACRES, M/L SUBLETTE COUNTY, WYOMING	100%	100%	-0-	5% of 8/8ths	-0-

251520

RECORDED March 24, 1995 9:40 AM
IN BOOK 101-046 PAGE 224
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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)

224

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell and C.S. O'Connell

this 23rd day of Janauary 19 95

Witness my hand and official seal.

Cindy L King
Notary Public

My Commission Expires: 7/3/98

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 23rd day of January, 19 95

C.S. O'Connell - 50%
Name of Assignor as shown on current lease R.K. O'Connell - 50%
Please type or print

Assignor _____ (Signature)
or
Assignor P.O. Box 2003, Casper, WY 82602 (Signature)
Assignor _____ (Signature)
(Assignor's Address)

P.O. Box 371, Casper, WY 82602
(City) (State) (Zip Code)

Executed this 23rd day of January, 1995

Assignee _____ (Signature)
or
Attorney-in-fact M. Murray Oil Company (Signature)

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

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 1/23/95

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 1995, by John W. Martin, President, McMurry Oil Company.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999
(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My commission Expires: _____

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.

227

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-118165

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. BOX 220
   City, State, ZIP Code CASPER, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 31N, RANGE 109W, 6TH P.M. SEC. 4: LOTS 3,4, S2NW, SW 5: LOTS 1,2, S2NE, SE 9: W2 TOWNSHIP 32N, RANGE 109W, 6TH P.M. SEC. 28: W2 29: E2 32: ALL 33: W2 **251521** CONTAINING 2558.04 ACRES, M/L SUBLETTE COUNTY, WY	100%	100%	-0-	5% of 8/8ths	-0-

RECORDED March 24, 1995 9:40AM
IN BOOK 101 PAGE 227
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. 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

Tear [redacted] [redacted] [redacted] Tear

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell this 23rd day of January 19 95

Witness my hand and official seal.

Cindy L King
Notary Public

My Commission Expires: 7/3/98

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

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

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

uted this 23rd day of January, 1995

e of Assignor as shown on current lease R. K. O'Connell
Please type or print

nor _____ (Signature)

ney-in-fact _____ (Signature)

P. O. Box 2003
(Assignor's Address)

Casper, WY 82602-2003
(City) (State) (Zip Code)

S.S #012-14-8841

Executed this 23rd day of January, 1995

Assignee _____ (Signature)
or
Attorney-in-fact M. Murray Oil Company (Signature)

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

Tear Tear Tear

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 1/23/95

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 25th day of January, 1995, by John W. Martin, President, McMurry Oil Company.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

(SEAL)

My commission Expires: _____

Notary Public
P O Box 220
Casper, Wyoming 82602

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-123808
Lease Effective Date (Anniversary Date)
MAY 1, 1991
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. BOX 220
   City, State, ZIP Code CASPER, WY 82602

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

This record title assignment is for: *(Check one)* 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
TOWNSHIP 31N, RANGE 109W, 6TH P.M. SEC. 4: LOTS 1,2, S2NE, SE 9: NE, N2SE 21: LOTS 2,3,6,9, W2NW, NESE, S2SE 22: SW 27: W2NE, W2, SE 34: N2, E2SW, SE CONTAINING 2161.80 ACRES, M/L SUBLETTE COUNTY, WY	100%	100%	-0-	5% of 8/8ths	-0-

251522

RECORDED March 24, 19 95 9:40 AM
IN BOOK 101 026 PAGE 230
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

PART C: GENERAL INSTRUCTIONS

230

Tear

Tear

Tear

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell and C.S. O'Connell

this 23rd day of Janauary 19 95

Witness my hand and official seal.

Cindy L King
Notary Public

My Commission Expires: 7/3/98

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3,1998

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 valu of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 23rd day of January, 1995

Name of Assignor as shown on current lease C.S. O'Connell - 50%
R.K. O'Connell - 50%
Please type or print

Assignor (Signature)
or
Attorney-in-fact P.O. Box 2003, Casper, WY 82602 (Signature)

Assignor (Assignor's Address)
P.O. Box 371, Casper, WY 82602
(City) (State) (Zip Code)

Executed this 23rd day of January, 1995

Assignee (Signature)
or
Attorney-in-fact McMurry Oil Company (Signature)

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

[redacted] [redacted] [redacted]

Tear Tear Tear

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 1/23/95

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 1995, by John W. Martin, President, McMurry Oil Company.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
(SEAL) My commission Expires JAN.23 1999

Notary Public
P O Box 220
Casper, Wyoming 82602

My commission Expires: _____

statements or representations as to any matter within its jurisdiction.

233

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-116265

Lease Effective Date
(Anniversary Date)
JUNE 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. BOX 220
   City, State, ZIP Code CASPER, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32N, RANGE 109W, 6TH P.M. SEC. 25: ALL 26: ALL 27: NE 29: W2 CONTAINING 1760.00 ACRES, M/L SUBLETTE COUNTY, WYOMING	100%	100%	-0-	5% of 8/8ths	-0-

251523

RECORDED March 24, 1995 9:42 AM
IN BOOK 101 PAGE 233
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell and C.S. O'Connell

this 23rd day of Janauary 19 95

Witness my hand and official seal.

Cindy L King
Notary Public

My Commission Expires: 7/3/98

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Comaission Expires July 3,1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 23rd day of January, 1995

Name of Assignor as shown on current lease C. S. O'Connell - 50%
R. K. O'Connell - 50%
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact P. O. Box 2003, Casper, WY 82602 (Signature)

Assignor _____ (Assignor's Address)

P.O. Box 371, Casper, WY 82602
(City) (State) (Zip Code)

Executed this 23rd day of January, 1995

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

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

Tear Tear Tear

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 1/23/95

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 1995, by John W. Martin, President, McMurry Oil Company.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
(SEAL) My commission Expires JAN.23 1999

My commission Expires: _____

Notary Public
P O Box 220
Casper, Wyoming 87602

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-128704

Lease Effective Date
(Anniversary Date)
MARCH 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. BOX 220
   City, State, ZIP Code CASPER, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 31N, RANGE 109W, 6TH P.M. SEC. 28: LOTS 1-3 28: M&B BED OF NEW FORK RIV RIPAR 28: M&B TO LOTS 1-3 29: M&B BED OF NEW FORK RIV RIPAR 29: M&B TO LOTS 3,4,7 CONTAINING 93.37 ACRES, M/L SUBLETTE COUNTY, WYOMING	100%	100%	-0-	5% of 8/8ths	-0-

251524

RECORDED March 24, 1995 9:40 AM
IN BOOK 101 046 PAGE 236
FEES $ 10.00
SUBLETTE COUNTY CLERK
PINEDALE WYOMING
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)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. 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

Tear Tear Tear

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell

this 23rd day of January 19 95

Witness my hand and official seal.

Cindy L King
Notary Public

My Commission Expires: 7/3/98

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 23rd day of January, 19 95

Name of Assignor as shown on current lease R. K. O'Connell
Please type or print

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

P.O. Box 2003
(Assignor's Address)

Casper, WY 82602-2003
(City) (State) (Zip Code)

S.S. #012-14-8841

Executed this 23rd day of January, 1995

Assignee John W. Clark, President (Signature)
or
Attorney-in-fact McMurry Oil Company (Signature)

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

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% [redacted] 8ths of the gross proceeds [redacted] ed for any oil, natural gas [redacted] ther products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 1/23/95

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

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of January, 1995, by John W. Martin, President, McMurry Oil Company.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

(SEAL)

My commission Expires:

Notary Public
P O Box 220
Casper, Wyoming 82602

239

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-124073

Lease Effective Date
(Anniversary Date)
MAY 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. BOX 220
   City, State, ZIP Code CASPER, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 30N, RANGE 109W, 6TH P.M. SEC. 1: LOTS 1-4, S2N2, S2 2: LOTS 1-4, S2N2, S2 TOWNSHIP 31N, RANGE 109W, 6TH P.M. SEC. 28: NE, N2SE, SESE 35: SE CONTAINING 1720.80 ACRES, M/L SUBLETTE COUNTY, WYOMING 251525	100%	100%	-0-	5% of 8/8ths	-0-

RECORDED March 24, 1995 9:45 AM
IN BOOK 101 846 PAGE 239
FEES $ 10.00 Mary L. Lobdell COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

[redacted] [redacted] [redacted]

Tear [redacted] Tear [redacted] Tear

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell and C.S. O'Connell

this 23rd day of Janauary 19 95

Witness my hand and official seal.

Cindy L King
Notary Public

My Commission Expires: 7/3/98

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 23rd day of January, 1995

Name of Assignor as shown on current lease C.S. O'Connell - 50%
R.K. O'Connell - 50%
Please type or print

Assignor [signature]
or
Attorney-in-fact [signature]
(Signature)

P.O. Box 2003, Casper, WY 82602
(Signature)

Assignor [signature]
(Assignor's Address)

P.O. Box 371, Casper, WY 82602
(City) (State) (Zip Code)

Executed this 23rd day of January, 1995

Assignee [signature], President
or
Attorney-in-fact [signature] McMurry Oil Company
(Signature)

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

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 1/23/95

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 1995, by John W. Martin, President, McMurry Oil Company.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

(SEAL)

My commission Expires: _____

Notary Public
P O Box 220
Casper, Wyoming 82602

(City) (State) (Zip Code)

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

Effective [redacted]
Form ML-2
(revised 7-92)

[redacted]

RETURN TO [redacted]
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 91-00735, effective AUGUST 2, 1991.
described completely as follows:

TOWNSHIP 31N, RANGE 109W, 6TH P.M.
SEC. 36: ALL

County SUBLETTE Total Acres 640.00

****

ASSIGNOR, R.K. O'CONNELL

with address at P.O. BOX 2003, CASPER, WY 82602-2003

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

TOWNSHIP 31N, RANGE 109W, 6TH P.M.
SEC. 36: ALL

for good and valuable consideration, hereby assigns to:

(1) McMURRY OIL COMPANY, assignee, with address at:
P.O. BOX 220, CASPER, WY 82602-0220, 100 percent
interest in the lease: - percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(totaling ONE HUNDRED (100) percent of full leasehold interest), insofar as it covers the following described land:

TOWNSHIP 31N, RANGE 109W, 6TH P.M.
SEC. 36: ALL

251526

RECORDED March 24, 1995 9:40AM
IN BOOK 101 046 PAGE 242
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

containing 640.00 acres, more or less, and retaining 0 percent interest in this lease and reserving unto assignor overriding royalty interest of: .8334 percent

subject to: _____

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

TO HAVE AND TO HOLD unto assignee, its successors and assigns, subject tot he terms and conditions of said lease. The grants and reservation in thie assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 23rd day of January, 1995

R K. O'Connell
Assignor - Lessee

WITNESS:

By: _____
Title

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming)
) ss.
County of Natrona)

On this 23rd day of January, 19 95, before me personally appeared R. K. O'Connell, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 23rd day of January, 19 95.

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3,1998

Cindy L King
Notary Public

My Commission expires: 7/3/95

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally know, who, being by me duly sworn, did say that he is the _____ of _____ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____ _____, 19_____.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

[redacted] Cheyenne WY 82002-0600 [redacted]

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 91-00736, effective August 2, 1991.
described completely as follows:

TOWNSHIP 32N, RANGE 109W, 6TH P.M.
SEC. 36: ALL

251527

RECORDED March 24 1995 9:10AM
IN BOOK 101 Misc PAGE 244
FEES $ 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

County SUBLETTE Total Acres 640.00

****

ASSIGNOR, R. K. O'CONNELL

with address at P.O. BOX 2003, CASPER, WY 82602-2003

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

TOWNSHIP 32N, RANGE 109W, 6TH P.M.
SEC. 36: ALL

for good and valuable consideration, hereby assigns to:

(1) McMURRY OIL COMPANY, assignee, with address at:
P.O. BOX 220, CASPER, WY 82602-0220, 100 percent
interest in the lease: - percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(totaling 100 percent of full leasehold interest), insofar as it covers the
following described land:

TOWNSHIP 32N, RANGE 109W, 6TH P.M.
SEC. 36: ALL

containing 640.00 acres, more or less, and retaining 0 percent interest in
this lease and reserving unto assignor overriding royalty interest of: .8334

subject to: _____

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

reissue lease or substitute lease issued in lieu thereof with full effect.

245

IN WITNESS WHEREOF, this instrument is signed this 23rd day of January, 1995

R. K. O'Connell
Assignor - Lessee

WITNESS:

_____

By: _____
Title

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming)
) **ss.**
County of Natrona)

On this 23rd **day of** January, 19 95, **before me personally appeared** R. K. O'Connell, **to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.**

Witness my hand and seal this 23rd **day of** January, 19 95.

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3,1998

Cindy L King
Notary Public

My Commission expires: 7/3/98

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) **ss.**
County of _____)

On this _____ **day of** _____, 19____, **before me personally appeared** _____, **to me personally know, who, being by me duly sworn, did say that he is the** _____ **of** _____ _____ **and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said** _____ **acknowledged said instrument to be the free act and deed of said corporation.**

Witness my hand and seal this _____ **day of** _____, 19_____.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

Producers 88
Rocky Mountain 1989

[redacted]

PA[redacted]

OIL AND GAS LEASE

[redacted]

RECORDED March 28, 1995 8:35a M
IN BOOK 101 pg 6 PAGE 246
FEES 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK
By Deputy

251552

THIS AGREEMENT, made and entered into this 3rd day of October
Pamela C. Johnson and Lou W. Johnson, wife and husband
of 1267 East 5425 South, Ogden, Utah 84403
Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called lessor (whether one or more), and
WITNESSETH:

1. That lessor, for and in consideration of ----------ten and more---------- dollars ($ -----10.00-----) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 15: S½S½
Section 21: E½NE¼
Section 22: N½N½, S½NW¼, SW¼SE¼

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, ~~XXXX

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 the owner 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 lessee shall pay annual rental on the anniversary dates hereof if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay \$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# 520-48-1886

Pamela C. Johnson

SS# 529-56-2560

Lou W. Johnson

STATE OF UTAH
} ss.
COUNTY OF DAVIS

INDIVIDUAL, Wyoming, Montana, Colorado

On this 13th day of January, 19 95, before me personally appeared Pamela C. Johnson and Lou W. Johnson, wife and husband

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that 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 13th day of January, 19 95.

My commission exprires:

NOTARY PUBLIC
JUDY BLAU
5972 South 3975 West
Roy, Utah 84067
My Commission Expires
October 6, 1995
STATE OF UTAH

Judy Blau

Notary Public for the State of

residing at

STATE OF
} ss.
COUNTY OF

CORPORATE, Wyoming, Montana, Colorado

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the President (or Secretary) of

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

Given under my hand and seal this day of , 19 .

My commission expires:

Notary Public for the State of

residing at

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 3rd day of October, 1994, by and between Pamela C. Johnson and Lou W. Johnson, wife and husband, 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:

Pamela C. Johnson

Lou W. Johnson

249

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

251553

RECORDED March 22, 1995 8:35 AM
IN BOOK 101 Mtg PAGE 249
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Smith

THIS AGREEMENT, made and entered into this 3rd day of October, 1994, by and between Penny D. Chrisman, a single woman

of 435 W 57th Street, New York, New York 10019, 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, SW¼SE¼

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, ~~XXXX

authority similar to t[redacted]h respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's eight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that lessee shall pay annual rentals during such suspension, and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay annual rentals on the anniversary dates hereof in the amount 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# 520-44-8513

Penny D. Chrisman, a single woman

STATE OF NEW YORK
COUNTY OF NY } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 13th day of March, 19 95, before me personally appeared Penny Chrisman
Penny D. Chrisman, a single woman
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 13th day of March, 19 95.

My commission expires: VERONICA M. STONE NOTARY PUBLIC, State of New York No. 01ST4924312 Qualified in Kings County Commission Expires July 25, 1996

Veronica M Stone
Notary Public for the State of New York
residing at New York.

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

250

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 3rd day of October, 1994, by and between Penny D. Chrisman, 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.

Form Rat.3 [redacted] [redacted] [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 Susan J. Bartz

17347 Fountain Mist, San Antonio, TX 78248, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 29th day of December, 1993, between Jane E. Muir, a widow, individually and as heir to John P. Muir, deceased, of 5775 South Kline, #126, Littleton, CO 80127, as lessor, 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 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

containing 760.00 acres, more or less,

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 Jane E. Muir, her 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 March, 1995.

251554

RECORDED March 28, 1995 8:35AM
IN BOOK 121 Misc PAGE 252
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Susan J. Bartz
Susan J. Bartz

253

STATE OF Texas }
COUNTY OF Bexar } 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 March 1995, personally appeared SUSAN J. BARTZ

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.

KAROL J. TOUDOUZE
Notary Public, State of Texas
My Comm. Exp. 03/30/1998

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

My Commission Expires 3/30/98

Karol J Toudouze
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

CONTEX ENERGY COMPANY
1625 Court Place, Suite 210
Denver, CO 80202

Form Ra[redacted]

[redacted]

[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 David N. Muir

5129 East Dakota Ave., Founders Village, Castle Rock, CO, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 29th day of December 1993, between Jane E. Muir, a widow, individually and as heir to John P. Muir, deceased, of 5775 South Kline, #126, Littleton, CO 80127, as lessor, 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 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

containing 760.00 acres, more or less,

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 Jane E. Muir

her heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 15th day of February, 1995.

David N. Muir

251555

RECORDED March 28, 1995 8:35 AM
IN BOOK 101 Misc PAGE 254
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

254

COUNTY OF Douglas } ss. 255 Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of February 19 95, personally appeared David N. Muir

and

to me known to be the ide ical 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 November 16, 1996 Linda S. Simon
Notary Public.

LINDA S. SIMON NOTARY PUBLIC STATE OF COLORADO

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

CONTEX [illegible] COMPANY
1645 [illegible]
Denver

Y044
198199-00
WY-36470

Form 2000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
94 OCT 21 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-133768
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* Meridian Oil Inc.
   Street 5613 DTC Parkway, Suite 900
   City, State, ZIP Code Englewood, Colorado 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 109 West, 6th P.M. Section 13: S½NW¼, S½ Section 14: All containing 1,040.00 acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

251560

RECORDED March 28, 1995 10:00 AM
IN BOOK 101, 046 PAGE 256
FEES $ 10.00 Mary L. Gray COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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 for land description indicated on reverse of this form.

Assignment approved effective NOV 01 1994

By /s/ THERESA M. STEVENS (Authorized Officer)

LAND LAW EXAMINER (Title)

MAR 09 1995 (Date)

256

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 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 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 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 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 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 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 royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 3rd day of October, 19 94

Name of Assignor as shown on current lease LCM, Ltd., LLC
Please type or print

Assignor
or Lester C. McCormick (Signature) Manager

Attorney-in-fact
(Signature)

P.O. Box 596
(Assignor's Address)

Denver, Colorado 80201-0596
(City) (State) (Zip Code)

Executed this 14th day of October, 1994

MERIDIAN OIL INC.

Assignee
or
Attorney-in-fact
John C. Beck (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.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, the undersigned, a Notary Public in and for the above named county and state, do hereby certify that on this 3rd day of October, 1994, personally appeared before me Lester C. McCormick, Manager of LCM, Ltd., LLC to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:
January 31, 1996

Aurora Rangel
(Seal) NOTARY PUBLIC
Aurora Rangel
410 17th Street, Suite 1
Denver, Colorado 80202

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared John C. Beck known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of MERIDIAN OIL INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of October, 1994.

My commission expires:
December 21, 1997

LORETTA SCHWEHR NOTARY PUBLIC STATE OF COLORADO

Loretta Schwehr
Notary Public: Loretta Schwehr
Residing at Englewood, CO 80111

CORRECTED 259

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of December, 19 93, by and between High Mountain Ranches, Inc.

of 150 Glover Ave., Norwalk, Connecticut 06856, 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 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 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, wate e, and other fluids into the subsurface strata, said lands being situated in the County of Sub ette, State of Wyoming, and being described as follows, to-wit:

See Exhibit "A" Attached Hereto And Mad A Part Hereof

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 1842 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

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

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

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

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

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

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

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

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

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

[redacted] 251602 [redacted]

RECORDED April 4, 1995 8:30 AM
IN BOOK 101 Misc PAGE 259
FEES 10.00 [redacted] CLERK
SUBLETTE COUNTY CLERK

[redacted] [redacted] [redacted]

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

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

The lease corrects, amends and supersedes that certain Oil & Gas Lease dated December 16 1993 by and between High Mountain Ranches, Inc., as Lessor and Starwood, Inc., a Texas Corporation, as lessee, said lease being recorded in Book O&G 96, Page 59 of the Sublette County Clerk Records of Sublette County, Wyoming.

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

Attest: [signature]

By: Scott Piskin

High Mountain Ranches, Inc.

By: [signature]
Leon C. Hirsch, President of High Mountain Ranches, Inc.

TAX ID#: 83-0285639

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wye.)

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—Wye.)

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 Conn
COUNTY OF Fairfield } SS.

(Corporation—Wye.)

On this 16 day of Dec, 19 94, before me appeared Leon C Hirsch
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of HIGH MT. RANCHES INC
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.

SCOTT PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

My commission expires:

[signature]
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated December 16, 1993, by and between High Mountain Ranches, Inc. as lessor and Starwood, Inc., a Texas Corporation, as Lessee, to-wit:

Township 32 North, Range 111 West, 6th P.M.

Section 22: SW/4 & SW/4SE/4
Section 25: W/2NW/4, N/2SW/4 & SE/4SW/4
Section 26: NE/4, N/2SE/4, SE/4SW/4, N/2SW/4 & SW/4NW/4
Section 27: N/2NE/4 & W/2
Section 28: E/2NE/4, SW/4NE/4 & NE/4SE/4

Township 31 North, Range 111 West, 6th P.M.

Sections 1 and 12: a tract of land in NE/4NW/4 of Section 12 and in SE/4SW/4 of Section 1 described in M & B in BK 6 of Warranty Deeds, Pg. 306, containing 2 acres, more or less.

Section 11: SW/4
Section 14: N/2NW/4 & SW/4NW/4
Section 15: NW/4 & SE/4NE/4

All of the above lands containing 1842 gross acres more or less.

SIGNED FOR IDENTIFICATION:

Attest:

By: _____

High Mountain Ranches, Inc.

By: _____
Léon C. Hirsch, President of
High Mountain Ranches, Inc.

Form 3000-3a [redacted]
(November 1990)

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

[redacted]
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-133051

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* R. K. O'CONNELL
   Street P.O.Box 2003
   City, State, ZIP Code Casper, WY 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
		OVERRIDING ROYALTY			
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 3,4, S½NW¼, SE¼ Section 5: Lots 3,4, S½NW¼, SE¼ Section 6: Lots 3,4,5, SE¼NW¼, SE¼ Township 30 North, Range 107 West, 6th P.M. Section 33: E½NW¼, SE¼ Containing 1201.74 acres, m/l Sublette County, WY		2.0 of 8/8ths			-0-

251626

RECORDED April 6, 1995 2:10 PM
IN BOOK 101 PAGE 262
FEES $ 8.00 [illegible] 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)

A (Continued): ADDITIONAL SPACE for Names and Addresses of additional transferees if Item No. 7 is needed, or for Land Description if Item No. 2 is needed.

STATE OF COLORADO)
ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of February, 1995 by Timothy R. Morris, Attorney-in-Fact for Snyder Oil Corporation.

Witness my hand and official seal.

My commission expires 9-21-1997
1625 Broadway, Ste 2200
Denver, CO 80202

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in 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.

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 7th day of February, 19 95

Name of Transferor SNYDER OIL CORPORATION
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact Timothy R. Morris
(Signature)
1625 Broadway, Ste 2200
(Transferor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

Executed this 5th day of April, 19 95

R. K. O'CONNELL

Transferee _____
(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.

*U.S. GPO: 1990-573-016/28070

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between Cabot Oil & Gas Production Corporation ("Assignor"), with a place of business at 15375 Memorial Drive, Houston, Texas 77079, and Foreman Enterprises Inc. ("Assignee(s)"), with a place of business at 1603 S.E. 19th Ste 105, Edmond, OK 73013 is effective for the purposes of this transfer as of 7:00 a.m., Central Standard Time, on March 1, 1995 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and by these presents does hereby grant, bargain, sell, assign, transfer, convey and deliver, unto Assignee, and the successors and assigns of Assignee, all of Assignor's right, title and interest in, to, and under (i) the oil and gas leases (the "Leases" hereunder), oil wells and gas wells (the "Wells" hereunder) and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" hereto, and (ii) all surface and underground equipment and other personalty and fixtures in or on the Leases, together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under unitization, communitization and pooling agreements and orders covering the Leases and Wells, or any part or parts thereof, and the units, and pooled areas created thereby, ("Unit Rights" hereunder), and (iv) all operating rights in the Wells including, without limitation, under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder).

251654

PROP#227
LOT: 52.

RECORDED April 7, 1995 10:15AM
IN BOOK 101 Of 6 PAGE 264
FEES $ 20.00 Mary L. Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ORIGINAL

All of the Leases, Wells, Easements, Facilities Unit Rights, and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, But Not Otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Assignment, whether recorded or unrecorded.

2. 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 EVERY APPLICABLE LAW, RULE OR ORDER. 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", AND "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. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent be required to this Assignment by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and Wells, and those operating agreements farmin and farmout agreements, and area of mutual interest agreements affecting the Leases and Wells, and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, Wells, or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens, securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and order of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

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Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses), arising from claims asserted after the Effective Time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the Wells to the extent they are completed within depths or horizons included as Subject Properties under this Assignment, pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning of said Wells. Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file well permit applications for and secure same in the name of Assignee for every well on the Subject Properties as such wells are identified in Exhibit "A" or as found on the Subject Properties, and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

[redacted] [redacted] [redacted]

Assignee assumes and accepts responsibility for proper payment of royalty on and for all wells in the Subject Properties, and for severance taxes as of the Effective Time, and comply with all applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belong to Assignee.

For the year 1995 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

Cabot Oil & Gas Production Corporation

By: _____
J. L. Batt, Vice President

Mary S. Williams, Secretary

ASSIGNEE:

Foreman Enterprises Inc.

By: _____
Name: Jim R Meyer
Title: President

WITNESS OR ATTEST:
Donna Lewis
Donna Lewis

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by J.L. Batt, Vice President for Cabot Oil & Gas Production Corporation, a Delaware corporation, this 13th day of March, 1995.

Witness my hand and official seal:

Adele M. Zawicki
Notary Public

My Commission Expires:

ADELE M. ZAWICKI
Notary Public, State of Texas
My Commission Expires 12-20-96

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 15, day of March, 1995 who personally appeared Jim R. Meyer as President of Foreman Enterprises Inc. who exeecuted the same as his free and voluntary act and deed.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written:

Monica Williamson
Notary Public

My Commission Expires:
11-20-95

MONICA WILLIAMSON
NOTARY PUBLIC
STATE OF TEXAS
11-20-95

EXHIBIT "A"
SCHEDULE OF WELLS

FOGARTY CREEK UNIT B (FRONTIER)

FOGARTY CREEK MADISON P.A.

EXHIBIT A
SCHEDULE OF

COMPANY 31 CABOT OIL & GAS PRODUCTION CO
PROSPECT NUMBER WY0J23 PINE GROVE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED / NET ACRES	EXPIRE DTE / CO NET ACS	CMPY-WRK INTEREST	ROYALTY INTEREST	ORRI
						05/01/1974	05/01/1984			
49-0000529	USA W-44806	PINE GROVE	UNKNOWN	WY SUBLETTE	40.000	40.000	30.000	.75000000	.125000	.015000
TRACT C1										
T 28 N R 114 W										
SEC 21										
SW/4NW/4										
* TOTAL *	LEASES 1					40.000	30.000			

271

[redacted] [redacted] [redacted]

50003-000
50014-000
Big Piney Shallow
BF 43-14

ASSIGNMENT

251667

RECORDED April 10, 1995 10:00 AM
IN BOOK 101 - 046 PAGE 270
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Sattler

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in the Amoco Building, 1670 Broadway, Denver, Colorado 80202, hereinafter referred to as "Assignor" or as "Amoco," hereby does assign, transfer and convey unto Enron Oil and Gas Company whose address is P.O. Box 4362, Houston, TX 77210-4362, its successors and assigns, hereinafter referred to as "Assignee," an undivided 65 percent of its right, title and interest in and to the oil and gas lease(s) described on Exhibit "A," attached and made a part hereof insofar as said lease(s) cover the oil and gas mineral rights in the land described on Exhibit "A", subject to any depth limitations described on said Exhibit "A," said land being situated in Sublette County, State of Wyoming, all other depths, zones and formations being expressly reserved herein to Amoco, (said lease(s) and land insofar as said lease(s) cover the oil and gas mineral rights lying in and under said land as to the subsurface depths assigned hereby are sometimes referred to herein as "lease acreage") subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. Assignee shall furnish to Assignor authentic itemized monthly reports of all production from or attributable to the lease acreage as well as the documented operating costs incurred in connection with such production. Such reports shall be mailed to Assignor no later than the fifteenth day of the month following that for which the reports are made.

3. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall, prior to the commencement of drilling operations, give Assignor notice thereof and shall give the Assignor access to said wells and the derrick floor at all reasonable times, and, upon request of the Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made.

4. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease(s) to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

5. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

6. This assignment is made without warranty of any kind, either express or implied.

7. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:
Amoco Production Company
P. O. Box 800
Denver, Colorado 80201

Assignee:
Enron Oil and Gas Company
(At the address shown on Page 1 hereof)

8. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

9. Amoco reserves and excepts unto itself, its successors and assigns, the option and exclusive right at any time, at all times and from time to time, to purchase all oil, distillate, condensate, and other liquid hydrocarbons produced and saved from said lease acreage or allocated to said Assignor's pre-farmout interest in the lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at Amoco's posted price or if Amoco does not have a posted price for such field, the prevailing price for production of similar kind and quality prevailing in the field where produced on date of delivery.

Amoco further reserves and excepts unto itself, its successors and assigns, the following option and right to purchase all gas and casinghead gas ("gas") produced and saved from said Assignor's pre-farmout interest in the lease acreage or allocated to said lease acreage ("call"). Assignee shall provide to Amoco a copy of the completion report of each well drilled on the lease acreage or land pooled therewith when it is filed with the applicable state agency. Such copy shall be sent to Amoco at P.O. Box 3092, Houston, Texas 77253 to the attention of the Natural Gas Supply Manager (West). Amoco shall have a period of one hundred and twenty (120) days from receipt of this copy within which to exercise its call on gas or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failure to so notify Assignee within the one hundred and twenty (120) day period shall be deemed an election by Amoco not to exercise this call. In exercising its call on gas, Amoco will purchase such gas at an equivalent value considering the terms and conditions, including price, which exist in the field at that time. To the extent that such information is known or discoverable, the parties shall consider the price and terms of contracts entered into between non-affiliated purchasers and producers in the field in which the well is located during the six (6) months immediately preceding the date Amoco notifies assignee that it desires to exercise its call on gas as well as any such contracts entered into while these negotiations are being held.

If Amoco does not elect to purchase the gas at the price and terms which are finally determined to exist in the field at that time or if Amoco and Assignee have not agreed on such price and terms within one hundred and twenty (120) days after Amoco has received a copy of the completion report, then Amoco reserves the following right of first refusal as to any bona fide offer received by Assignee which Assignee is willing to accept. If Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee

shall immediately give written notice thereof to Amoco, furnishing the terms of such offer including, bu. not limited to, the name and address of the prospective purchaser, the price offered, connection terms of the well or wells, redetermination provisions and processing provisions to the address shown above. Amoco shall have a period of thirty (30) days from receipt of this notice within which to exercise its call on gas by matching the offer of the prospective purchaser or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failrue to so notify Assignee within the thirty (30) day period shall be deemed an election by Amoco not to exercise this call. If Amoco does not exercise this call, Assignee may accept said offer and complete the sale in accordance with said offer within thirty (30) days after the expiration of Amoco's call. If, however, Assignee fails to accept said offer or to complete the sale (at the price and under the terms and conditions specified in the notice to Amoco) within said period of thirty (30) days, Amoco's right of first refusal shall be revived and Assignee shall not complete such sale to said prospective purchaser or to any other purchaser unless or until the offer has again been presented to Amoco and Amoco has released its call as hereinabove provided.

Notwithstanding anything in the preceding paragraph to the contrary, if, during the one hundred and twenty (120) day period after Amoco has received a copy of the completion report Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from Assignor's pre-farmout interest in the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give the above described notice to Amoco. The terms of the preceding paragraph regarding Amoco's response and possible revival of Amoco's right of first refusal shall then apply.

10. Amoco reserves unto itself, its successors and assigns, the right to use the surface of the lease acreage assigned herein to conduct operations in those depths, zones and formations not assigned herein.

11. Other provisions:

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 23rd day of January, 1995, effective as of the 16th day of November, 1994.

AMOCO PRODUCTION COMPANY

By R. B. Wilson
Its Attorney-in-fact

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

The foregoing instrument was acknowledged before me this 23rd day of January, 1995, by R. B. Wilson, Attorney-in-fact for AMOCO PRODUCTION COMPANY, a Delaware corporation.

WITNESS my hand and official seal.

Sheryl A White
Notary Public
1670 Broadway
Denver, Colorado 80202

My Commission expires:
Jan 31, 1999

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
202225	Chrisman Erger 50003-000	Gulf Oil Corp	7/1/54	Township 29 North, Range 113 West Section 14: N/2NE/4 (As to the Mesaverde formation only)	100	[illegible]
202204	USA W-10674 50014-000	Frederich Salathe	12/31/38	Township 29 North, Range 113 West Section 14: SE/4NE/4 (As to the Mesaverde formation only)	31	333

1/18/95

275

50014-000
Big Piney Shallow
BF 43-14

ASSIGNMENT

RECORDED April 10, 1995 10:00 AM
IN BOOK 101 Misc PAGE 275
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sanders

251668

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in the Amoco Building, 1670 Broadway, Denver, Colorado 80202, hereinafter referred to as "Assignor" or as "Amoco," hereby does assign, transfer and convey unto Enron Oil and Gas Company whose address is P.O. Box 4362, Houston, TX 77210-4362 its successors and assigns, hereinafter referred to as "Assignee," all of its right, title and interest in and to the oil and gas lease(s) described on Exhibit "A," attached and made a part hereof insofar as said lease(s) cover the oil and gas mineral rights in the land described on Exhibit "A", subject to any depth limitations described on said Exhibit "A," said land being situated in Sublette County, State of Wyoming, all other depths, zones and formations being expressly reserved herein to Amoco, (said lease(s) and land insofar as said lease(s) cover the oil and gas mineral rights lying in and under said land as to the subsurface depths assigned hereby are sometimes referred to herein as "lease acreage") subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. The Assignor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) The difference between existing burdens and twenty two percent of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said lease(s), which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on said lease acreage or, at the Assignor's option, to the credit of the Assignor into the pipe line to which said well or wells may be connected;

(b) The difference between existing burdens and twenty two percent of the proceeds from the sale or if no sale, the market value at the well, of all gas and casinghead gas produced and saved from said lease acreage under said lease(s), which shall be paid to the Assignor free of all on lease costs and expense, except taxes on production.

3. With respect to the overriding royalty herein excepted and reserved by the Assignor, the Assignor and the Assignee agree, as follows:

(a) That said overriding royalty shall extend to any extensions or renewals of said lease(s).

(b) That oil and gas used in drilling and operations on said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(c) That said overriding royalty is subject to the right of Assignor to convert said overriding royalty to a proportionate undivided 35 % of the interest originally assigned to Farmee in the leasehold, operating and working interest in the lease acreage attributable to the drillsite spacing unit at payout as is more particularly described in that Farmout Contract dated August 3, 1993 by and between Assignor and Assignee or increase the overriding royalty to the difference between existing burdens and 25 %.

(d) That in the event said lease(s) or interest herein assigned cover less than the entire leasehold estate or oil and gas mineral rights in and to the land covered by this assignment, said overriding royalty as to such lease(s) shall be proportionately reduced.

(e) That in the event any drilling and spacing unit established by governmental authority for production from the lease acreage embraces land in addition to the land covered by this assignment, said overriding royalty shall be proportionately reduced so as to be equal to that proportion of said production which the number of surface acres covered by this assignment and placed in said unit bears to the total number of surface acres included in such drilling or spacing unit.

(f) That said overriding royalty interest shall be reduced by any overriding royalties, net profits interests, production payments or other burdens on production in excess of the Lessor's royalty, which burden the lease acreage and which are of record as of August 13, 1993.

4. Assignee shall furnish to Assignor authentic itemized monthly reports of all production from or attributable to the lease acreage as well as the documented operating costs incurred in connection with such production. Such reports shall be mailed to Assignor no later than the fifteenth day of the month following that for which the reports are made.

5. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall, prior to the commencement of drilling operations, give Assignor notice thereof and shall give the Assignor access to said wells and the derrick floor at all reasonable times, and, upon request of the Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made.

6. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease(s) to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

7. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

8. This assignment is made without warranty of any kind, either express or implied.

9. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:

Amoco Production Company
P. O. Box 800
Denver, Colorado 80201

Assignee:

Enron Oil an d Gas Company
(At the address shown on Page 1 hereof)

10. The terms and conditions hereof shall be binding upon and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

11.. Amoco reserves and excepts unto itself, its successors and assigns, the option and exclusive right at any time, at all times and from time to time, to purchase all oil, distillate, condensate, and other liquid hydrocarbons produced and saved from said Farmor's pre-farmout interest in the lease acreage or allocated to said Farmor's pre-farmout interest in the lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at Amoco's posted price or if Amoco does not have a posted price for such field, the prevailing price for production of similar kind and quality prevailing in the field where produced on date of delivery.

Amoco further reserves and excepts unto itself, its successors and assigns, the following option and right to purchase all gas and casinghead gas ("gas") produced and saved from said Farmor's pre-farmout interest in the lease acreage or allocated to said lease acreage ("call"). Assignee shall provide to Amoco a copy of the completion report of each well drilled on the lease acreage or land pooled therewith when it is filed with the applicable state agency. Such copy shall be sent to Amoco at P.O. Box 3092, Houston, Texas 77253 to the attention of the Natural Gas Supply Manager (West). Amoco shall have a period of one hundred and twenty (120) days from receipt of this copy within which to exercise its call on gas or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failure to so notify Assignee within the one hundred and twenty (120) day period shall be deemed an election by Amoco not to exercise this call. In exercising its call on gas, Amoco will purchase such gas at an equivalent value considering the terms and conditions, including price, which exist in the field at that time. To the extent that such information is known or discoverable, the parties shall consider the price and terms of contracts entered into between non-affiliated purchasers and producers in the field in which the well is located during the six (6) months immediately preceding the date Amoco notifies assignee that it desires to exercise its call on gas as well as any such contracts entered into while these negotiations are being held.

If Amoco does not elect to purchase the gas at the price and terms which are finally determined to exist in the field at that time or if Amoco and Assignee have not agreed on such price and terms within one hundred and twenty (120) days after Amoco has received a copy of the completion report, then Amoco reserves the following right of first refusal as to any bona fide offer received by Assignee which Assignee is willing to accept. If Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give written notice thereof to Amoco, furnishing the terms of such offer including, but not limited to, the name and address of the prospective purchaser, the price offered, connection terms of the well or wells, redetermination provisions and processing provisions to the address shown above. Amoco shall have a period of thirty (30) days from receipt of this notice within which to exercise its call on gas by matching the offer of the prospective purchaser or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failure to so notify Assignee within the thirty (30) day period shall be deemed an election by Amoco not to exercise this call. If Amoco does not exercise this call, Assignee may accept said offer and complete the sale in accordance with said offer within thirty (30) days after the expiration of Amoco's call. If, however, Assignee fails to accept said offer or to complete the sale (at the price and under the terms and conditions specified in the notice to Amoco) within said period of thirty (30) days, Amoco's right of first refusal shall be revived and Assignee shall not complete such sale to said prospective purchaser or to any other purchaser unless or until the offer has again been presented to Amoco and Amoco has released its call as hereinabove provided.

Notwithstanding anything in the preceding paragraph to the contrary, if, during the one hundred and twenty (120) day period after Amoco has received a copy of the completion report Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from Farmor's pre-farmout interest in the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give the above described notice to Amoco. The terms of the preceding paragraph regarding Amoco's response and possible revival of Amoco's right of first refusal shall then apply.

12. Amoco reserves unto itself, its successors and assigns, the right to use the surface of the lease acreage assigned herein to conduct operations in those depths, zones and formations not assigned herein.

13. Other provisions:

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 23rd day of January, 19 95, effective as of the 16th day of November, 19 94.

AMOCO PRODUCTION COMPANY

By R. B. Wilson

Its Attorney-in-fact

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

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 19 95, by R. B. WILSON, Attorney-in-fact for AMOCO PRODUCTION COMPANY, a Delaware corporation.

WITNESS my hand and official seal.

Notary Public
1670 Broadway
Denver, Colorado 80202

My Commission expires:
Jan 31, 1999

Form 1049G Feb-91
(Part 1)

EA
Contract #:

_12-Jan-95
Filename: LABARGE.XCF

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
202204	USA W-10674 50014-000	Frederich Salathe	12/31/38	Township 29 North, Range 113 West Section 14: NE/4SE/4 (As to the Mesaverde formation only)	31	333

474

1/18/95

Form 3000-3a
(June 1988)

[redacted]

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

[redacted]PPROVED
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.

WYW100925

75576-000
Chimney Buttes

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil & Gas Company
   Street P.O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 113 West, 6th P.M. Section 2: Lots 3, 4, S½NW, SW¼ containing 320.04 acres m/l Sublette County, Wyoming operating rights from the surface of the ground to the stratigraphic equivalent of 3850 feet as shown on the electric log of the North Ruben #48-2 Well (T. 30N., R. 113W., Sec. 2: SESW, Sublette Co., Wyo.)only.	100%	65%	35%	none	2% of 8/8

251697 RECORDED April 12, 1995 8:40AM
IN BOOK 101 Oro PAGE 278
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

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 3rd day of February, 19 95, before me personally appeared John P. Wold, to me personally known, who, being by me duly sworn, did say that he is the President of Wold Oil Properties, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John P. Wold acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of February, 19 95.

Notary Public

My Commission Expires: 11/1/96

Judith A. Hightail Notary Public State of Wyoming My Commission Expires Nov 1, 1996

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 l 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 associat 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 w 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, 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 Ala 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 pa 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) T feree 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 he 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 condition 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 mai 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 roy 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 3rd day of February, 19 95

Name of Transferor Wold Oil Properties, Inc.
Please type or print

Transferor WOLD OIL PROPERTIES, INC. (Signature)
or
Attorney-in-fact John P. Wold (Signature) John P. Wold, President

139 West 2nd Street, Suite 200
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 3rd day of April, 19 95

Transferee ENRON OIL & GAS COMPANY
Agent &
Attorney-in-fact D. Weaver (Signature)

ATTEST: Karen J. Wold, Secretary

SEAL

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 frau 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 24 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

Lease Serial No.
WYW120775

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

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. 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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T.029N, R.109W, 06th PM, WY Sec. 002 Lots 1-4 002 S2N2 318.480 Acres Sublette County, Wyoming 251712	100%	100%	None	4% of 8/8ths	None

RECORDED April 13, 1995 1:15 PM
IN BOOK 101 Misc PAGE 280
FEES $ 10.00 Mary L. McGuire COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Section

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.

By /s/ THERESA M. STEVENS (Authorized Officer)

LAND LAW EXAMINER (Title)

MAR 16 1995 (Date)

280

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 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 lea 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 30th day of August, 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)

8216 Bues Point Rd.
(Assignor's Address)

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

Executed this 19TH day of OCTOBER, 19 94

Assignee Thomas D Noonan
(Signature)

or

Attorney-in-fact _____
(Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-018/85011

STATE OF WISCONSIN

COUNTY OF DOOR

The foregoing and attached instruments were acknowledged before me this 30th day of August, 1994 by Lynn A. Sawyer, Assignor.

My Commission Expires:
Jan 25 98

MARK R. ANDERSON NOTARY PUBLIC STATE OF WISCONSIN

Mark R. Anderson
Notary Public in and for
Said County and State.

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN, THIS 19TH DAY OF OCTOBER, 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

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
94 OCT 24 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.: WYW120776
Lease Effective Date (Anniversary Date): 7-1-94
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. 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)* X☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest: Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests: Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T.029N, R.109W, 06th PM, WY Sec. 035 All 640 Acres Sublette County, Wyoming	100%	100%	None	4% of 8/8ths	None

251713
RECORDED April 13, 1995 1:15p M
IN BOOK 101 Of 6 PAGE 283
FEES $ 10.00 Mary O. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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 NOV 01 1994

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

By /s/ THERESA M. STEVENS (Authorized Officer)
LAND LAW EXAMINER (Title)
MAR 16 1995 (Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease [illegible] he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the law of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States; association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State; or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 30th day of August, 19 94

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

SS# 388-40-3645

Assignor Lynn A. Sawyer (Signature)

or

Attorney-in-fact _____ (Signature)

8216 Bues Point Road (Assignor's Address)

Baileys Harbor, WI 54202

(City) (State) (Zip Code)

Executed this 19TH day of OCTOBER, 19 94

Assignee Thomas D Doman (Signature)

or

Attorney-in-fact _____ (Signature)

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

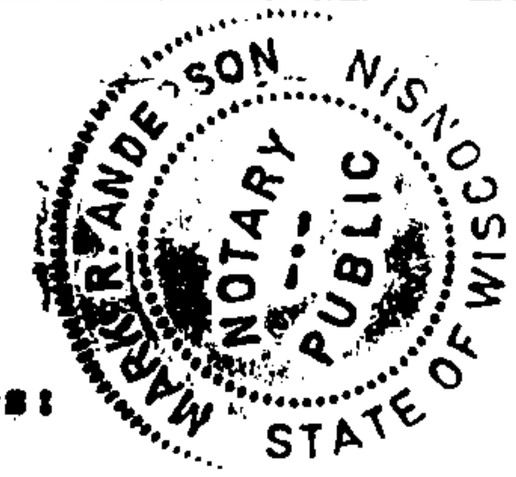
☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—573-016/9501

284

STATE OF WISCONSIN

COUNTY OF DOOR

The foregoing and attached instruments were acknowledged before me this 30th day of August, 1994 by Lynn A. Sawyer, Assignor.



Mark R. Anderson

Notary Public in and for
Said County and State.

My Commission Expires:
Jan 25 98

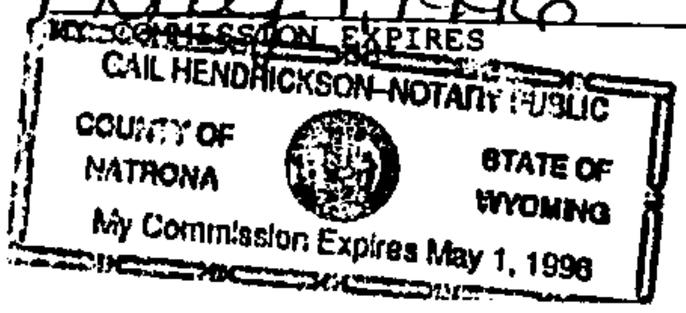
STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. NOONAN, THIS 19TH DAY OF OCTOBER, 1994
WITNESS MY HAND AND OFFICIAL SEAL.

Gail R Hendrickson

NOTARY PUBLIC

May 1, 1996



Form 3000-3
(October 1992)

[redacted]

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

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT 24 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-[illegible])
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-130968

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* THOMAS J. NOONAN
Street 1300 MANOR DRIVE
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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 19: LOTS 1,3, NW¼NE¼, SE¼NE¼, SE¼NW¼, SE¼SW¼, NW¼SE¼, SE¼SE¼ 326.92 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING	100.00	100.00	0	4.00	0

251714

RECORDED April 13, 1995 1:15 pM
IN BOOK 101 R46 PAGE 284
FEES $ 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 01 1994

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

By /s/ THERESA M. STEVENS
(Authorized Officer)

LAND LAW EXAMINER (Title)

MAR 16 1995 (Date)

284

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

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DONALD J. WALTERS, BRUCE L. BUMMER AND THOMAS J. NOONAN, THIS 12TH DAY OF SEPTEMBER, 1994.
WITNESS MY HAND AND OFFICIAL SEAL.

July 27, 1996
MY COMMISSION EXPIRES

Elizabeth J Stevens
NOTARY PUBLIC

ELIZABETH J. STEVENS NOTARY PUBLIC MY COMMISSION EXPIRES JULY 27, 1996 Natrona County, Wyoming

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 12TH day of SEPTEMBER, 19 94

Name of Assignor as shown on current lease TIMBERLINE PRODUCTION COMPANY

Please type or print

Assignor PARTNER
or
Attorney-in-fact

DONALD J. WALTERS (Signature)

PARTNER
Attorney-in-fact

BRUCE L. BUMMER (Signature)

2377 MELODI LANE
(Assignor's Address)

CASPER, WY 82601
(City) (State) (Zip Code)

Executed this 12TH day of SEPTEMBER, 1994

Assignee
or
Attorney-in-fact

THOMAS J. NOONAN (Signature)

(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

[redacted] [redacted] [redacted]

AFFIDAVIT OF MERGERS AND NAME CHANGES

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

On this date personally appeared before me David W. Copeland, who, upon being by me first duly sworn, did depose and say:

1. I am David W. Copeland, a Vice President of (a) Parker & Parsley Petroleum USA, Inc. (f/k/a Parker & Parsley Oil & Gas Company), the sole general partner of Parker & Parsley Development L.P., a Texas limited partnership (f/k/a MidPar L.P. and successor in interest to Parker & Parsley Development Company, a Delaware corporation ("PPDC"), P&P Producing, Inc., a Delaware corporation ("Producing") and Spraberry Development Corporation, a Delaware corporation ("SDC")), and (b) Parker & Parsley, Inc. (f/k/a Bridge Oil Texas, Inc.), the sole general partner of Parker & Parsley Producing L.P., a Delaware limited partnership (f/k/a Parker & Parsley Development L.P. f/k/a Bridge Oil Company, L.P. and successor in interest to Bridge Oil Pipeline Company, Inc., a Delaware corporation ("BOPC"), Bridge Oil P.N.G., Inc., a Delaware corporation ("BOPNG") and Bridge Oil Philippines, Inc., a Delaware corporation ("BOP")), each having their principal place of business at 303 West Wall, Suite 101, Midland, Texas 79701. I am over the age of 18 years and have personal knowledge of all the matters set forth in this Affidavit.

2. Effective at 12:01 a.m., Dallas, Texas time, on September 1, 1994, Bridge Oil Company, L.P., a Delaware limited partnership, changed its name to Parker & Parsley Development L.P. Attached hereto as Exhibit A is a true and correct copy of the Certificate of the Secretary of State of Delaware attaching the Amended and Restated Certificate of Limited Partnership, which evidences the name change from Bridge Oil Company, L.P. to Parker & Parsley Development L.P.

3. Effective at 11:59 p.m., Dallas, Texas time, on December 31, 1994, PPDC, Producing and SDC were merged into and survived by MidPar L.P., a Texas limited partnership ("MidPar"), with a change of name to Parker & Parsley Development L.P. ("PPDLP", together with PPDC, Producing and SDC, the "P&P Constituent Entities"), pursuant to that certain Agreement and Plan of Merger dated December 20, 1994, among the P&P Constituent Entities (the "P&P Merger Agreement"), Section 2.11(a) of the Texas Revised Limited Partnership Act and Section 263 of the General Corporation Law of the State of Delaware (the "DGCL") (the "P&P Merger"). The P&P Merger Agreement was duly authorized, approved, executed and delivered by each of the P&P Constituent Entities in accordance with each P&P Constituent Entity's governing documents and applicable law. Attached hereto as Exhibit B is a true and correct copy of the Articles of Merger filed with the Secretary of State of Texas evidencing the merger of PPDC, Producing and SDC into MidPar and the name change to PPDLP. Attached hereto as Exhibit C is a true and correct copy of the Certificate of Merger issued by the Secretary of State of Delaware evidencing the merger of PPDC, Producing and SDC into MidPar.

4. Effective at 11:59 p.m., Wilmington, Delaware time, on December 31, 1994, BOPC, BOPNG and BOP were merged into and survived by Parker & Parsley Development L.P., a Delaware limited partnership ("PPD"), with a change of name to Parker & Parsley Producing L.P. ("PPPLP", together with BOPC, BOPNG and BOP, the "Bridge Constituent Entities"), pursuant to that certain Agreement and Plan of Merger dated December 20, 1994, among the Bridge Constituent Entities (the

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RECORDED April 13, 1995 2:35 pM
IN BOOK 101 Rec'd PAGE 288
FEES 32.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

30113FF

"Bridge Merger Agreement"), and Section 17-211 of the Revised Uniform Limited Partnership Act of the State of Delaware and Section 263 of the DGCL (the "Bridge Merger"). The Bridge Merger Agreement was duly authorized, approved, executed and delivered by each of the Bridge Constituent Entities in accordance with each Bridge Constituent Entity's governing documents and applicable law. Attached hereto as Exhibit D is a true and correct copy of the Certificate of Merger issued by the Secretary of State of Delaware evidencing the merger of BOPC, BOPNG and BOP into PPD and the name change to PPPLP.

5. A complete copy of any of the foregoing described merger documents may be requested in writing from Parker & Parsley Petroleum USA, Inc., P. O. Box 3178, Midland, Texas 79702; Attention: David W. Copeland.

DATED January 9, 1995.

WITNESSES:

Becky Roberts
Becky Roberts

Marquita Potter
Marquita Potter

David W. Copeland
David W. Copeland

STATE OF TEXAS §
§ SS.
COUNTY OF MIDLAND §

BE IT REMEMBERED that the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certifies that, on this 9th day of January, 1995, there appeared before me David W. Copeland, and that:

[COLORADO, KANSAS, MICHIGAN, NEW MEXICO, OKLAHOMA, TEXAS, UTAH, WYOMING]

The foregoing instrument was acknowledged before me on this date by David W. Copeland and at the same time the Affiant was duly sworn to the foregoing affidavit.

ALABAMA; ARKANSAS — David W. Copeland, who, being duly sworn to the foregoing instrument, has signed the foregoing instrument, and who is known to me, has acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily for the consideration and purposes therein mentioned and set forth.

CALIFORNIA; MONTANA; NORTH DAKOTA — On this day before me, a Notary Pu' lic of said State, duly commissioned and sworn, personally appeared such person, known to me, and, being duly sworn to the foregoing instrument, acknowledged to me that he executed the within instrument.

LOUISIANA — Before me appeared the above named person to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing instrument, who signed said document before me and in the

presence of the two witnesses whose names are hereto subscribed as such, being competent witnesses, and who, being duly sworn to the foregoing instrument, acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.

WITNESSES:

Becky Roberts
Becky Roberts

Marquita Potter
Marquita Potter

APPEARER:

David W. Copeland

MISSISSIPPI

Personally appeared before me the undersigned authority in and for the said county and state on this day within my jurisdiction such person, who, being by me duly sworn, that as his voluntary act and deed he signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned.

Given under my hand and official seal this 9th day of January, 1995.

Notary Public, State of Texas

My Commission Expires:_____

LETA COLLINS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/20/95

PREPARED BY AND AFTER
RECORDING RETURN TO:

David W. Copeland
P. O. Box 3178
Midland, Texas 79702

lg\grp\lhe\corpentities\corprestructuring\affidavit of merger\6

291

EXHIBIT

A

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 RESTATED CERTIFICATE OF "BRIDGE OIL COMPANY, L.P.", CHANGING ITS NAME FROM "BRIDGE OIL COMPANY, L.P." TO "PARKER & PARSLEY DEVELOPMENT L.P.", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 1994, AT 10 O'CLOCK A.M.

Edward J. Freel, Secretary of State

2113296 8100

944165305

AUTHENTICATION: 7229332

DATE: 09-01-94

AMENDED AND RESTATED CERTIFICATE OF
LIMITED PARTNERSHIP OF
BRIDGE OIL COMPANY, L.P.

This Amended and Restated Certificate of Limited Partnership of Bridge Oil Company, L.P. (the "Partnership"), dated as of August 30, 1994, has been duly executed and is being filed by the undersigned in accordance with the provisions of Section 17-210 of the Delaware Revised Uniform Limited Partnership Act, to amend and restate the original Certificate of Limited Partnership of the Partnership, which was filed on December 30, 1986, with the Secretary of State of the State of Delaware, as amended thereafter on December 19, 1988, to change the name and address of the General Partner and on January 3, 1990, to change the name of the Partnership from Petrus Oil Company, L.P. to Bridge Oil Company, L.P. (the "Certificate").

The Certificate is hereby amended and restated in its entirety to read as follows:

1. The name of the limited partnership is Parker & Parsley Development L.P. (the "Limited Partnership").

2. The registered office of the Limited Partnership in the State of Delaware shall be the Corporate Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and its registered agent for service of process at such registered office shall be The Corporation Trust Company.

3. Bridge Oil Texas, Inc., a Delaware corporation, is the sole general partner of the Limited Partnership. The business and mailing address of Bridge Oil Texas, Inc. is 303 West Wall, Suite 101, Midland, Texas 79701.

4. This Amended and Restated Certificate of Limited Partnership shall supersede the Limited Partnership's initial Certificate of Limited Partnership, as amended, and shall be effective on September 1, 1994, at 12:01 a.m., Dallas, Texas time.

DATED: August 30, 1994.

BRIDGE OIL TEXAS, INC., General Partner

By: David W. Copeland, Vice President

[redacted]

Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

EXHIBIT

B

ENTITY:

PARKER & PARSLEY DEVELOPMENT L.P.
formerly MIDPAR L.P.

CHARTER NUMBER: 09498-11

DOCUMENT FILED:

ARTICLES OF MERGER

FILE DATE: December 08, 1994

EFFECTIVE DATE: December 31, 1994
11:59 p.m.

This letter will acknowledge the receipt and filing of the above referenced document. The relevant statutory provision does not provide for a certificate of filing for this type of document and, therefore, this letter may be used as evidence of filing. Should you require further information or assistance, please call 512/463-5581.

Very truly yours,

Lorna Wassdorf

Deputy Assistant Secretary
Statutory Filings Division

The Office of the Secretary of State does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

FILED
In the Office of the
Secretary of State of Texas

DEC 28 1994

Corporations Section

ARTICLES OF MERGER -
COMBINATION OF MULTIPLE ENTITIES

Pursuant to the provisions of Section 2.11 of the Texas Revised Limited Partnership Act (the "Act"), the undersigned limited partnership and other entities adopt the following articles of merger for the purpose of effecting a merger in accordance with the provisions of Section 2.11 of the Act.

1. An Agreement and Plan of Merger dated December 21, 1994, and adopted in accordance with the provisions of Section 2.11 of the Texas Revised Limited Partnership Act, providing for the combination of Parker & Parsley Development Company, P&P Producing, Inc., Spraberry Development Corporation and MidPar L.P. and resulting in MidPar L.P. being the surviving limited partnership, is attached hereto as Exhibit A and hereby incorporated herein by reference.

2. The name of each of the undersigned corporation(s) and other entities, the type of such corporation or other entity and the laws under which such corporation or other entity was organized are:

Name of Corporation or Other Entity	Type of Entity	State
Parker & Parsley Development Company	Corporation	Delaware
P&P Producing, Inc.	Corporation	Delaware
Spraberry Development Corporation	Corporation	Delaware
MidPar L.P.	Limited partnership	Texas

3. The merger will become effective on December 31, 1994, at 11:59 p.m., Dallas, Texas time, in accordance with the provisions of Section 2.12A of the Act.

4. The approval of the Agreement and Plant of Merger was duly authorized by all action required by the laws under which all entities were formed or organized and by their constituent documents.

5. Section 1 of the Certificate of Limited Partnership of MidPar L.P. shall be amended in its entirety to read as follows:

1. The name of the limited partnership is Parker & Parsley Development L.P.

Dated: December 21, 1994

PARKER & PARSLEY DEVELOPMENT COMPANY

By: _____
David W. Copeland, Vice President

P&P PRODUCING, INC.

By: _____
David W. Copeland, Vice President

MIDPAR L.P.

By: Parker & Parsley Oil & Gas Company,
its General Partner

By: _____
David W. Copeland, Vice President

c:\grp\the\corporations\sdc\articles\merger

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SPRABERRY DEVELOPMENT CORPORATION

By: _____

Mark L. Withrow, Vice President

[redacted] [redacted] [redacted]

EXHIBIT A TO THE FOREGOING ARTICLES OF MERGER - COMBINATION OF MULTIPLE ENTITIES AMONG PARKER DEVELOPMENT COMPANY, P&P PRODUCING, INC., SPRABERRY DEVELOPMENT CORPORATION AND MIDPAR L.P. HAS BEEN OMITTED FROM THIS AFFIDAVIT OF DAVID W. COPELAND. A COPY MAY BE OBTAINED AS PROVIDED BY PARAGRAPH 5 OF THIS AFFIDAVIT.

EXHIBIT

C

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:

"PARKER & PARSLEY DEVELOPMENT COMPANY", A DELAWARE CORPORATION,

"P&P PRODUCING, INC.", A DELAWARE CORPORATION,

"SPRABERRY DEVELOPMENT CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "MIDPAR L.P." UNDER THE NAME OF "MIDPAR L.P.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1994, AT 12:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

Edward J. Freel, Secretary of State

AUTHENTICATION: 7353665

DATE: 12-27-94

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[redacted] [redacted] [redacted]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED [illegible] PM [illegible] 1994
[illegible]

CERTIFICATE OF MERGER
WITH RESPECT TO THE MERGER OF
PARKER & PARSLEY DEVELOPMENT COMPANY,
P&P PRODUCING, INC., AND
SPRABERRY DEVELOPMENT CORPORATION
WITH AND INTO
MIDPAR L.P.

(Pursuant to Section 263 of the
General Corporation Law of the State of Delaware)

MIDPAR L.P., a Texas limited partnership (the "Partnership"), for the purpose of merging PARKER & PARSLEY DEVELOPMENT COMPANY, P&P PRODUCING, INC., and SPRABERRY DEVELOPMENT CORPORATION (the "Companies") with and into the Partnership, hereby certifies as follows:

FIRST: The name of the Partnership is MidPar L.P., and the Partnership was formed under the laws of the State of Texas. The names of the Companies are Parker & Parsley Development Company, P&P Producing, Inc., and Spraberry Development Corporation, and the Companies are each incorporated under the laws of the State of Delaware.

SECOND: The Partnership owns all of the capital stock of the Companies.

THIRD: An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the Companies and the Partnership.

FOURTH: The merger of the Companies with and into the Partnership shall become effective on December 31, 1994, at 11:59 p.m., Dallas, Texas time, in accordance with Section 103(d) of the General Corporation Law of the State of Delaware.

FIFTH: The name of the surviving limited partnership is MidPar L.P.

SIXTH: The executed agreement of merger is on file at the principal place of business of the Partnership, 303 W. Wall, Suite 101, Midland, Texas 79701, and a copy of such will be furnished by the Partnership, on request and without cost, to any partner or stockholder of or other holder of an interest in any constituent entity.

SEVENTH: The Partnership agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of the State of Delaware, as well as for enforcement of any obligation of the surviving limited partnership arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in

appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and hereby irrevocably appoints the Secretary of the State of Delaware as its agent to accept service of process in any such suit or other proceeding, and specifies 303 W. Wall, Suite 101, Midland, Texas 79701 "Attention: Legal Department", as its address to which a copy of any such process shall be mailed by the Secretary of State of Delaware.

IN WITNESS WHEREOF, the Partnership has caused this Certificate to be signed on the 21st day of December, 1994.

MIDPAR L.P.
By Parker & Parsley Oil & Gas Company, its General Partner

By: _____
David W. Copeland, Vice President

EXHIBIT

D

PAGE 1

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:

"BRIDGE OIL PHILIPPINES, INC.", A DELAWARE CORPORATION,

"BRIDGE OIL PIPELINE COMPANY, INC.", A DELAWARE CORPORATION,

"BRIDGE OIL P.N.G., INC.", A DELAWARE CORPORATION,

WITH AND INTO "PARKER & PARSLEY DEVELOPMENT L.P." UNDER THE NAME OF "PARKER & PARSLEY PRODUCING L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1994, AT 12:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

Edward J. Freel, Secretary of State

2113296 8100M

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AUTHENTICATION: 7353723

DATE: 12-27-94

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 12-27-1994
944258958 - 2770239

CERTIFICATE OF MERGER
WITH RESPECT TO THE MERGER OF
BRIDGE OIL PIPELINE COMPANY, INC.,
BRIDGE OIL P.N.G., INC., AND
BRIDGE OIL PHILIPPINES, INC.
WITH AND INTO
PARKER & PARSLEY DEVELOPMENT L.P.

Pursuant to Section 17-211 of the
Revised Uniform Limited Partnership Act of the State of Delaware)

PARKER & PARSLEY DEVELOPMENT L.P., a Delaware limited partnership (the "Partnership"), for the purpose of merging BRIDGE OIL PIPELINE COMPANY, INC., BRIDGE OIL P.N.G., INC. and BRIDGE OIL PHILIPPINES, INC. (the "Subsidiaries") with and into the Partnership, hereby certifies as follows:

FIRST: The name of the Partnership is Parker & Parsley Development L.P., and the Partnership was formed under the laws of the State of Delaware. The names of the Subsidiaries are Bridge Oil Pipeline Company, Inc., Bridge Oil P.N.G., Inc. and Bridge Oil Philippines, Inc., and the Subsidiaries are each incorporated under the laws of the State of Delaware.

SECOND: The Partnership owns all of the capital stock of the Subsidiaries.

THIRD: An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the Subsidiaries and the Partnership in accordance with Section 263(c) of the General Corporation Law of the State of Delaware and Section 17-211 of the Revised Uniform Limited Partnership Act of the State of Delaware.

FOURTH: The merger of the Subsidiaries with and into the Partnership shall become effective on December 31, 1994, at 11:59 p.m., Wilmington, Delaware time, in accordance with Section 103(d) of the General Corporation Law of the State of Delaware and Section 17-211(c)(4) of the Revised Uniform Limited Partnership Act of the State of Delaware.

FIFTH: The surviving business entity shall be the Partnership; provided, that paragraph 1 of its Amended and Restated Certificate of Limited Partnership shall be amended to read as follows:

> 1. The name of the limited partnership is Parker & Parsley Producing L.P. (the "Limited Partnership").

SIXTH: The executed agreement of merger is on file at the principal place of business of the Partnership, 303 W. Wall, Suite 101, Midland, Texas 79701, and a copy of such will be furnished by the Partnership, on request and without cost, to any partner or stockholder of or other holder of an interest in any constituent entity.

IN WITNESS WHEREOF, the Partnership has caused this Certificate to be signed on the 22nd day of December 1994.

PARKER & PARSLEY DEVELOPMENT L.P.
By Parker & Parsley, Inc., General Partner

By: _____
David W. Copeland, Vice President

'gigrp/inc/corpcmtes/bridge/certmerger

07629 [redacted]

OIL AND GAS LEASE

Recorded April 13, 95 [redacted]5 2:50pm
In Book 101 O&G Page 302
Fees $10.00 Mary L.Lankford
Sublete County Clerk By Cathy Sexton

251719

THIS LEASE AGREEMENT is made as of the 28th day of March, 1995, between James Ranches, Inc.
a Wyoming Corporation
260 E. 19th, Idaho Falls, ID 83404 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):

see Exhibit "A" attached hereto and made a part hereof

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 Bank of Commerce at P. O. Box 1887, Idaho Falls, ID 83403 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. **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.~~

W.J.
CVJ

~~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.

ATTEST:

Wayne James

by:

Title: Vice Pres.

JAMES RANCHES, INC., a Wyoming corporation

Carroll V. James

Carroll V. James, aka Carroll James
President

Tax ID #: 555-26-0750

State of _____ }
County of _____ } S.S.

INDIVIDUAL 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 _____ 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 stated.

My Commission Expires _____

_____
Notary Public

State of Idaho }
County of Bonneville } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this 3rd day of April, 1995, before me, the undersigned Notary Public in and for said county and state, personally appeared Carroll V. James, aka Carroll James personally known, who being by me duly sworn, did say that he is the President of James Ranches, Inc., a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Carroll V. James, aka Carroll James acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of April, A.D., 1995

My Commission Expires 10/23/2000

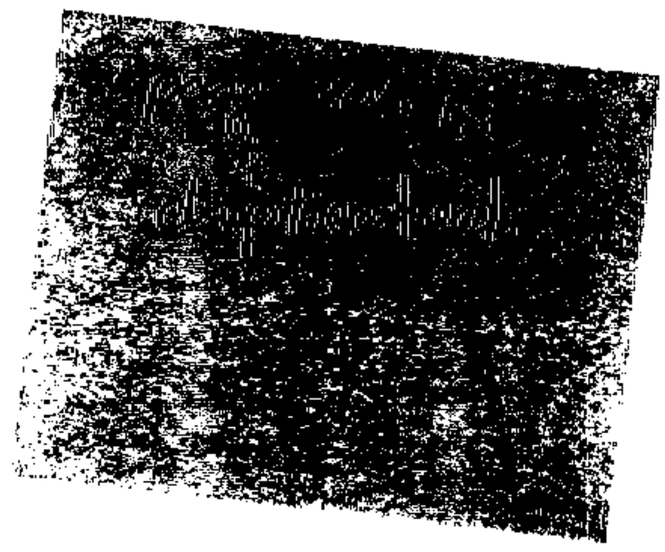
[redacted] Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

**to that certain oil and gas lease dated March 28, 1995
by and between James Ranches, Inc., a Wyoming corporation, as Lessor,
and High Plains Associates, Inc., as Lessee**

<u>Township 35 North, Range 113 West, 6th P. M.</u>
Section 17: W2SW4
Section 18: N2SE4, SW4SE4
Section 19: Lots 2 (31.21), 3 (31.41), SE4NW4, NE4SW4, NW4NE4, S2NE4, W2SE4
Section 20: W2NW4



305

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of March, 19 95, by and between Bert Sargent, aka Bert L. Sargent, and Renate M. Sargent, husband and wife whose post office address is 2798 "O" Street, Hotchkiss, CO 81419 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1600 Broadway, Suite 1565, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, 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 35 North, Range 113 West, 6th P. M.
Section 14: W½NW¼, NW¼SW¼
Section 15: NE¼NE¼, S½N½, S½

251731

RECORDED April 14, 1995 2:10 PM
IN BOOK 101 PAGE 305
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Gordon

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 640.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, 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 reworking operations thereof, 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 reworking 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

will be made available to Lessor at all reasonable times to verify Lessor's royalty pay[redacted]

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

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

Bert Sargent, aka Bert L. Sargent

SS#: 551 34 7997

Renate M. Sargent

SS#: 565-48-9439

STATE OF COLORADO
COUNTY OF DELTA } 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 31st day of March, 19 95 personally appeared Bert Sargent, aka Bert L. Sargent, and Renate M. Sargent

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 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 4-10-98

NOTARY PUBLIC STATE OF COLORADO

Notary Public.

Address: 1340 Hwy 92
Hotchkiss CO 81419

STATE OF _____
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

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(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 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

CORPORATE
(For use in all states)

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____.

My Commission Expires _____

Notary Public.

Address: _____

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Red Hill 1-18

ASSIGNMENT OF OIL AND GAS LEASES WITHOUT WARRANTY

Return to:EBCO U.S.A.,Inc.
P.O. Box 22177
Oklahoma City,OK 73123

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, MANNING INVESTMENTS, Inc., a corporation, 100 West 5th Street, Suite 610, Tulsa, OK 74103, hereinafter referred to as "Assignor," for and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and sell unto:

Willis Enterprises Corp
13101 Preston Rd Stello
Dallas, TX 75240

Assignee, all of assignor's right, title and interest in and to the oil and gas lease(s) covering the property described in Exhibit "A" attached hereto and incorporated by references, together with all improvements thereon and hereditaments and appurtenenaces thereunto belonging.

Assignor further sells, assigns and transfers all personal property and equipment whether movable or as fixtures, used in the production, storage and sales of oil and gas from the lease(s) without warranty or guarantee, express or implied, and in "as is," "where is" condition.

By this instrument, Assignor intends to sell, assign and transfer all of Assignor's right, title and interest in such oil and gas lease(s) more fully described and set out in Exhibit "A" which may include one or more pages, attached hereto and incorporated by references, including Assignor's interest in personal property, equipment and well(s) thereon.

Assignor further does hereby assign, transfer and sell to Assignee all of Assignor's right, title and interest, if any, in and to all operating agreements, purchase, exchanges or processing contracts and agreements, oil, casinghead gas, and gas purchase contracts, and all other contracts, agreements and instruments which relate to any of the leases or properties described in Exhibit "A", including, but not limited to, all rights and causes of action associated with the contracts and interest assigned.

Assignor also does hereby assign, transfer and sell to Assignee all of Assignor's right, title and interest to any underproduction, if any, associated with the leases and properties described in Exhibit "A."

Effective for production purposes as of 7:00 a.m., Central Standard Time, Aril 1, 1995.

Executed this 6th day of March, 1995.

Thomas Manning, President
Manning Investments, Inc.

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on March 1, 1995 by Thomas C Manning, the for Manning Investments, Inc. Oklahoma corporation, on behalf of said Corporation.

251745

Notary Public Sharon Oklahoma
My Commission Expires Feb 28, 1998

RECORDED April 17, 1995 11: PM
IN BOOK 1016 PAGE 307
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

[redacted] ORIGINAL 103 [redacted]

[redacted] [redacted] [redacted]

EXHIBIT A

This exhibit is part of the assignment from MANNING INVESTMENTS, INC. to Willis Enterprises Corp., dated on the 6th day of March, 1995.

Red Hill 1-18
S/2 of the NE/4,
Section 18, T-27-N, R-112-W
Sublette County, WY

FORM TA-21-3 REV. 3-18-84

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 28, 1995 **, from** James Ranches, Inc., a Wyoming corporation **, as Lessors, to** High Plains Associates, Inc. **, as Lessee, recorded in Book** 101 **, Page** 302 **, of the** O&G **Records of** Sublette **County,** Wyoming **, is owned by**

in so far as it covers the following described land in Sublette **County,** Wyoming **, to-wit:**

Township 35 North, Range 113 West, 6th P. M.
Section 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼
Section 19: Lots 2 (31.21), 3 (31.41), SE¼NW¼, NE¼SW¼, NW¼NE¼, S½NE¼, W½SE¼
Section 20: W½NW¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned **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** High Plains Associates, Inc. **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
James Ranches, Inc., a Wyoming corporation	Bank of Commerce P. O. Box 1887 Idaho Falls, ID 83403	$155.66
Carroll V. James as Trustee of the Carroll V. James and Hazel James Charitable Remainder Unitrust, dated September 19, 1994		-0-

251802

RECORDED April 21, 1995 4:00 PM
IN BOOK 101 O+G PAGE 309
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saydon

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** April **,** 1995

JAMES RANCHES, INC., a Wyoming corporation
By Carroll V. James (SEAL)
Carroll V. James, aka Carroll James
President

CARROLL V. JAMES AND HAZEL JAMES CHARITABLE REMAINDER UNITRUST DATED SEPTEMBER 19, 1994
By Carroll V. James (SEAL)
Carroll V. James, Trustee

(SEAL)

ATTEST: Secretary

Printed by P&M Pr[redacted] 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

STATE OF Idaho }
COUNTY OF Bonneville } 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 3rd day of April, 1995, personally appeared Carroll V. James as Trustee of the Carroll V. James and Hazel James Charitable Remainder Unitrust, dated September 19, 1994

and

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

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

My Commission Expires 10/23/2000

Cathy Hickman
Notary Public

STATE OF IDAHO NOTARY PUBLIC CATHY HICKMAN

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 Idaho }
County of Bonneville } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 3rd day of April, A. D. 1995, before me personally appeared Carroll V. James, aka Carroll James, to me personally known, who, being by me duly sworn, did say that he is the President of James Ranches, Inc., a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Carroll V. James, aka Carroll James acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of April, A. D. 1995

(SEAL)

My Commission expires 10/23/2000

Cathy Hickman
Notary Public.

STATE OF IDAHO NOTARY PUBLIC CATHY HICKMAN

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

PARTIAL RELEASE OF LIEN

Recitals:

1. Reference is made to that certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (the "Mortgage"), dated June 1, 1994, from National Energy Group, Inc. ("NEG") to Texas Gas Fund I ("TGF") (a counterpart of which is recorded in Book 97, Page 28, O&G Records of Sublette County, Wyoming) which covers certain properties more particularly described therein, including the properties conveyed by NEG to Enron Oil & Gas Company under that certain Assignment (the "Assignment"), a copy of which is attached hereto and made a part hereof as Annex I (such properties conveyed by NEG under the Assignment being hereinafter referred to as the "Subject Property"); and

2. TGF is a current beneficiary of the liens and security interest created by the Mortgage; and

3. Den Norske Bank AS ("Den Norske") is the holder of a Collateral Assignment of Notes and Liens (the "Collateral Assignment") with respect to the Mortgage; and

4. Each of the undersigned has received consideration from NEG and desires to release the liens and security interests it holds insofar as the same specifically relate to the Subject Property.

Partial Release:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the undersigned have RELEASED and DISCHARGED, and by these presents do hereby RELEASE and DISCHARGE, the Subject Property and all "Collateral" and "proceeds of Collateral" (as such terms are defined in the Mortgage) attributable to the Subject Property from the liens and security interests created by the Mortgage, and further hereby terminate the assignment of "Production" and "Production Proceeds" made in favor of the undersigned under Article III of the Mortgage, insofar as said assignment relates to the Subject Property.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS IS A PARTIAL RELEASE RELATING SOLELY TO THE SUBJECT PROPERTY (AND ANY COLLATERAL OR PROCEEDS OF COLLATERAL ATTRIBUTABLE THERETO) AND SHALL IN NO WAY RELEASE, AFFECT OR IMPAIR THE UNDERSIGNED'S RIGHTS, TITLE, INTEREST, SECURITY INTERESTS AND LIENS AGAINST ANY OTHER INTERESTS OR PROPERTY DESCRIBED IN AND/OR COVERED BY THE MORTGAGE.

Reference is hereby made to the Mortgage and the recordation thereof for all purposes in connection herewith.

Executed by the parties hereto on the dates of their respective acknowledgments.

TEXAS GAS FUND I

By: Tenneco Ventures Corporation,
General Partner

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

251815
251815

RECORDED April 24, 1995 10:25 AM
IN BOOK 101 036 PAGE 311
FEES $ 22.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soxton

21224 00895 01L&GAS 6390

K34.164

[redacted] [redacted] [redacted]

By: Encap Ventures 1993 Limited Partnership, General Partner

By: Encap Ventures L.C., General Partner

By: _____
D. Martin Phillips
Managing Director

DEN NORSKE BANK AS

By: _____
Name: Nel Farstad
Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Fran Meyers
FRAN MEYERS
VICE PRESIDENT

This instrument was acknowledged before me on January 4, 1995, by Michael V. Ronca, Vice President of Tenneco Ventures Corporation, General Partner of Texas Gas Fund I, a Texas general partnership, on behalf of such corporation acting as general partner of such partnership and on behalf of such partnership.

CHARLES A. JAMES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
SEPT. 9, 1995

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on Jan. 3rd, 1995, by D. Martin Phillips, Managing Director of Encap Ventures 1993 Limited Partnership, general partner of Texas Gas Fund I, a Texas general partnership, on behalf of said corporation acting as general partner of such limited partnership which is acting as general partner of such general partnership, and on behalf of such general partnership.

_____
Notary Public in and for the State of Texas

JO ANNE ELIZABETH KEENE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 29, 1995

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 6, 1995, by Nelvin Farstad, Senior Vice President and Fran Meyers, Vice President of Den Norske Bank AS, a Norwegian banking corporation, on behalf of such corporation.

_____
Notary Public in and for the State of New York N. Y.

ALBERTO CACEDA
Notary Public, State of New York
No. 01CA5023087
Qualified in Queens County
Commission Expires January 31, 1996

NOTARY PUBLIC STATE OF NEW YORK

21224 00895 OIL&GAS 6390

ANNEX I

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):

[redacted] [redacted] [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 ___ ____ day of _____, 1994, but shall be effective as of August 1, 1994, at 12:01 a.m., Mountain Standard Time.

ASSIGNOR:

ATTEST:

NATIONAL ENERGY GROUP, INC.

_____

Sandra K. Woods
Assistant Secretary

_____

Miles D. Bender
President & CEO

ASSIGNEE:

ATTEST:

ENRON OIL & GAS COMPANY

_____

By: _____

By: _____

D. Weaver
Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF DALLAS

On this ____ 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: _____

_____
Notary Public

STATE OF COLORADO

COUNTY OF DENVER

On this 11th day of ~~December~~ January, 1995, ~~1994~~, 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

96

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]

ASSIGNMENT

251816

RECORDED April 24 1995 10:25 AM
IN BOOK 102 016 PAGE 320
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in the Amoco Building, 1670 Broadway, Denver, Colorado 80202, hereinafter referred to as "Assignor" or as "Amoco," hereby does assign, transfer and convey unto Enron Oil and Gas Company whose address is 1625 Broadway, Suite 1300, Denver, Colorado 80202, its successors and assigns, hereinafter referred to as "Assignee," all of its right, title and interest in and to the oil and gas lease(s) described on Exhibit "A," attached and made a part hereof insofar as said lease(s) cover the oil and gas mineral rights in the land described on Exhibit "A", subject to any depth limitations described on said Exhibit "A," said land being situated in Sublette County, State of Wyoming, all other depths, zones and formations being expressly reserved herein to Amoco, (said lease(s) and land insofar as said lease(s) cover the oil and gas mineral rights lying in and under said land as to the subsurface depths assigned hereby are sometimes referred to herein as "lease acreage") subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. The Assignor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) The difference between existing burdens and twenty two percent of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said lease(s), which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on said lease acreage or, at the Assignor's option, to the credit of the Assignor into the pipe line to which said well or wells may be connected;

(b) The difference between existing burdens and twenty two percent of the proceeds from the sale or if no sale, the market value at the well, of all gas and casinghead gas produced and saved from said lease acreage under said lease(s), which shall be paid to the Assignor free of all on lease costs and expense, except taxes on production.

3. With respect to the overriding royalty herein excepted and reserved by the Assignor, the Assignor and the Assignee agree, as follows:

(a) That said overriding royalty shall extend to any extensions or renewals of said lease(s).

(b) That oil and gas used in drilling and operations on said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(c) That said overriding royalty is subject to the right of Assignor to convert said overriding royalty to a proportionate undivided 35 % of the interest originally assigned to Farmee in the leasehold, operating and working interest in the lease acreage attributable to the drillsite spacing unit at payout as is more particularly described in that Farmout Contract dated August 13, 1993 by and between Assignor and Assignee or increase the overriding royalty to the difference between existing burdens and 25%.

(d) That in the event said lease(s) or interest herein assigned cover less than the entire leasehold estate or oil and gas mineral rights in and to the land covered by this assignment, said overriding royalty as to such lease(s) shall be proportionately reduced.

(e) That in the event any drilling and spacing unit established by governmental authority for production from the lease acreage embraces land in addition to the land covered by this assignment, said overriding royalty shall be proportionately reduced so as to be equal to that proportion of said production which the number of surface acres covered by this assignment and placed in said unit bears to the total number of surface acres included in such drilling or spacing unit.

(f) That said overriding royalty interest shall be reduced by any overriding royalties, net profits interests, production payments or other burdens on production in excess of the Lessor's royalty, which burden the lease acreage and which are of record as of August 13, 1993.

4. Assignee shall furnish to Assignor authentic itemized monthly reports of all production from or attributable to the lease acreage as well as the documented operating costs incurred in connection with such production. Such reports shall be mailed to Assignor no later than the fifteenth day of the month following that for which the reports are made..

5. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall, prior to the commencement of drilling operations, give Assignor notice thereof and shall give the Assignor access to said wells and the derrick floor at all reasonable times, and, upon request of the Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made.

6. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease(s) to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

7. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

8. This assignment is made without warranty of any kind, either express or implied.

9. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:

Amoco Production Company
P. O. Box 800
Denver, Colorado 80201

Assignee:

Enron Oil and Gas Company
(At the address shown on Page 1 hereof)

320

BF/2 NW 24
50171-000
Chimney Buttes

10. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

11.. Amoco reserves and excepts unto itself, its successors and assigns, the option and exclusive right at any time, at all times and from time to time, to purchase all oil, distillate, condensate, and other liquid hydrocarbons produced and saved from said Farmor's pre-farmout interest in the lease acreage or allocated to said Farmor's pre-farmout interest in the lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at Amoco's posted price or if Amoco does not have a posted price for such field, the prevailing price for production of similar kind and quality prevailing in the field where produced on date of delivery.

Amoco further reserves and excepts unto itself, its successors and assigns, the following option and right to purchase all gas and casinghead gas ("gas") produced and saved from said Farmor's pre-farmout interest in the lease acreage or allocated to said lease acreage ("call"). Assignee shall provide to Amoco a copy of the completion report of each well drilled on the lease acreage or land pooled therewith when it is filed with the applicable state agency. Such copy shall be sent to Amoco at P.O. Box 3092, Houston, Texas 77253 to the attention of the Natural Gas Supply Manager (West). Amoco shall have a period of one hundred and twenty (120) days from receipt of this copy within which to exercise its call on gas or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failure to so notify Assignee within the one hundred and twenty (120) day period shall be deemed an election by Amoco not to exercise this call. In exercising its call on gas, Amoco will purchase such gas at an equivalent value considering the terms and conditions, including price, which exist in the field at that time. To the extent that such information is known or discoverable, the parties shall consider the price and terms of contracts entered into between non-affiliated purchasers and producers in the field in which the well is located during the six (6) months immediately preceding the date Amoco notifies assignee that it desires to exercise its call on gas as well as any such contracts entered into while these negotiations are being held.

If Amoco does not elect to purchase the gas at the price and terms which are finally determined to exist in the field at that time or if Amoco and Assignee have not agreed on such price and terms within one hundred and twenty (120) days after Amoco has received a copy of the completion report, then Amoco reserves the following right of first refusal as to any bona fide offer received by Assignee which Assignee is willing to accept. If Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give written notice thereof to Amoco, furnishing the terms of such offer including, but not limited to, the name and address of the prospective purchaser, the price offered, connection terms of the well or wells, redetermination provisions and processing provisions to the address shown above. Amoco shall have a period of thirty (30) days from receipt of this notice within which to exercise its call on gas by matching the offer of the prospective purchaser or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failrue to so notify Assignee within the thirty (30) day period shall be deemed an election by Amoco not to exercise this call. If Amoco does not exercise this call, Assignee may accept said offer and complete the sale in accordance with said offer within thirty (30) days after the expiration of Amoco's call. If, however, Assignee fails to accept said offer or to complete the sale (at the price and under the terms and conditions specified in the notice to Amoco) within said period of thirty (30) days, Amoco's right of first refusal shall be revived and Assignee shall not complete such sale to said prospective purchaser or to any other purchaser unless or until the offer has again been presented to Amoco and Amoco has released its call as hereinabove provided.

Notwithstanding anything in the preceding paragraph to the contrary, if, during the one hundred and twenty (120) day period after Amoco has received a copy of the completion report Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from Farmor's pre-farmout interest in the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give the above described notice to Amoco. The terms of the preceding paragraph regarding Amoco's response and possible revival of Amoco's right of first refusal shall then apply.

12. Amoco reserves unto itself, its successors and assigns, the right to use the surface of the lease acreage assigned herein to conduct operations in those depths, zones and formations not assigned herein.

13. Other provisions:

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 23rd day of January, 1995, effective as of the 2nd day of August, 1994.

AMOCO PRODUCTION COMPANY

By R. B. Wilson

Its Attorney-in-fact

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

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 1995, by R. B. WILSON, Attorney-in-fact for AMOCO PRODUCTION COMPANY, a Delaware corporation.

WITNESS my hand and official seal.

Sharyl A White
Notary Public
1670 Broadway
Denver, Colorado 80202

My Commission expires:
Jan 31, 1999

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
223241	USA W-10682	Merin Morgan	2/1/50	Township 29 North, Range 113 West Section 24: SW/4NW/4 (As to the Mesaverde formation only)		

322

1/18/95

ASSIGNMENT

251817

RECORDED April 24 1995 10:25AM
IN BOOK 101 Pg 16 PAGE 323
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Gordon

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in the Amoco Building, 1670 Broadway, Denver, Colorado 80202, hereinafter referred to as "Assignor" or as "Amoco," hereby does assign, transfer and convey unto Enron Oil and Gas Company whose address is 1625 Broadway, Suite 1300, Denver, Colorado 80202, its successors and assigns, hereinafter referred to as "Assignee," an undivided 65 percent of its right, title and interest in and to the oil and gas lease(s) described on Exhibit "A," attached and made a part hereof insofar as said lease(s) cover the oil and gas mineral rights in the land described on Exhibit "A", subject to any depth limitations described on said Exhibit "A," said land being situated in Sublette County, State of Wyoming, all other depths, zones and formations being expressly reserved herein to Amoco, (said lease(s) and land insofar as said lease(s) cover the oil and gas mineral rights lying in and under said land as to the subsurface depths assigned hereby are sometimes referred to herein as "lease acreage") subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. Assignee shall furnish to Assignor authentic itemized monthly reports of all production from or attributable to the lease acreage as well as the documented operating costs incurred in connection with such production. Such reports shall be mailed to Assignor no later than the fifteenth day of the month following that for which the reports are made.

3. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall, prior to the commencement of drilling operations, give Assignor notice thereof and shall give the Assignor access to said wells and the derrick floor at all reasonable times, and, upon request of the Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made.

4. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease(s) to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

5. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

6. This assignment is made without warranty of any kind, either express or implied.

7. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor: Amoco Production Company
P. O. Box 800
Denver, Colorado 80201

Assignee: Enron Oil and Gas Company
(At the address shown on Page 1 hereof)

8. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

9. Amoco reserves and excepts unto itself, its successors and assigns, the option and exclusive right at any time, at all times and from time to time, to purchase all oil, distillate, condensate, and other liquid hydrocarbons produced and saved from said lease acreage or allocated to said Assignor's pre-farmout interest in the lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at Amoco's posted price or if Amoco does not have a posted price for such field, the prevailing price for production of similar kind and quality prevailing in the field where produced on date of delivery.

Amoco further reserves and excepts unto itself, its successors and assigns, the following option and right to purchase all gas and casinghead gas ("gas") produced and saved from said Assignor's pre-farmout interest in the lease acreage or allocated to said lease acreage ("call"). Assignee shall provide to Amoco a copy of the completion report of each well drilled on the lease acreage or land pooled therewith when it is filed with the applicable state agency. Such copy shall be sent to Amoco at P.O. Box 3092, Houston, Texas 77253 to the attention of the Natural Gas Supply Manager (West). Amoco shall have a period of one hundred and twenty (120) days from receipt of this copy within which to exercise its call on gas or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failure to so notify Assignee within the one hundred and twenty (120) day period shall be deemed an election by Amoco not to exercise this call. In exercising its call on gas, Amoco will purchase such gas at an equivalent value considering the terms and conditions, including price, which exist in the field at that time. To the extent that such information is known or discoverable, the parties shall consider the price and terms of contracts entered into between non-affiliated purchasers and producers in the field in which the well is located during the six (6) months immediately preceding the date Amoco notifies assignee that it desires to exercise its call on gas as well as any such contracts entered into while these negotiations are being held.

If Amoco does not elect to purchase the gas at the price and terms which are finally determined to exist in the field at that time or if Amoco and Assignee have not agreed on such price and terms within one hundred and twenty (120) days after Amoco has received a copy of the completion report, then Amoco reserves the following right of first refusal as to any bona fide offer received by Assignee which Assignee is willing to accept. If Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee

[redacted] [redacted] [redacted]

BF12NW24
30171-000

shall immediately give written notice thereof to Amoco, furnishing the terms of such offer including, but not limited to, the name and address of the prospective purchaser, the price offered, connection terms of the [redacted] wells, redetermination provisions and proce[redacted]visions to the address show[redacted] Amoco shall have a period of thirty (30) days [redacted]eipt of this notice within which to exercise its call on gas by matching the offer of the prospective purchaser or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failrue to so notify Assignee within the thirty (30) day period shall be deemed an election by Amoco not to exercise this call. If Amoco does not exercise this call, Assignee may accept said offer and complete the sale in accordance with said offer within thirty (30) days after the expiration of Amoco's call. If, however, Assignee fails to accept said offer or to complete the sale (at the price and under the terms and conditions specified in the notice to Amoco) within said period of thirty (30) days, Amoco's right of first refusal shall be revived and Assignee shall not complete such sale to said prospective purchaser or to any other purchaser unless or until the offer has again been presented to Amoco and Amoco has released its call as hereinabove provided.

Notwithstanding anything in the preceding paragraph to the contrary, if, during the one hundred and twenty (120) day period after Amoco has received a copy of the completion report Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from Assignor's pre-farmout interest in the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give the above described notice to Amoco. The terms of the preceding paragraph regarding Amoco's response and possible revival of Amoco's right of first refusal shall then apply.

10. Amoco reserves unto itself, its successors and assigns, the right to use the surface of the lease acreage assigned herein to conduct operations in those depths, zones and formations not assigned herein.

11. Other provisions:

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 23rd day of January, 1995, effective as of the 2nd day of August, 1994.

AMOCO PRODUCTION COMPANY

By R. B. Wilson
Its Attorney-in-fact

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

The foregoing instrument was acknowledged before me this 23rd day of January, 1995, by R. B. Wilson, Attorney-in-fact for AMOCO PRODUCTION COMPANY, a Delaware corporation.

WITNESS my hand and official seal.

Sheryl A White
Notary Public
1670 Broadway
Denver, Colorado 80202

My Commission expires:
Jan 31, 1999

Form 1049G Feb-91
(Part 2)

EA:
Contract #:

12-Jan-95
Filename: LABARGD XEF

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
223241	US W-10682	Merin Morgan	2/1/50	Township 29 North, Range 113 West Section 24: SW/4, NW/4SE/4 (As to the Mesaverde formation only)		

325

1/18/95

Cheyenne, WY 82002-0600

[redacted] STATE OF WYOMING [redacted]

BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 0-847, effective June 16, 19 36.
described completely as follows:

Township 27 North, Range 113 West, 6th P.M.
Section 16: All

251818

RECORDED April 24 1995 10:35AM
IN BOOK 101 PAGE 326
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

County Sublette Total Acres 640.00

ASSIGNOR, Western Oil Refining Company

with address at P.O. Box 391, Kemmerer, WY 83101

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

Township 27 North, Range 113 West, 6th P.M.
Section 16: All

Insofar as lease covers rights from the surface to the stratigraphic zone 1500' above the top of the Frontier Formation.

for good and valuable consideration, hereby assigns to:

(1) Enron Oil & Gas Company
P.O. Box 4362, Houston, TX 77210-4362, assignee, with address at:
100 percent interest in the lease: -0- percent overriding royalty

(2) N/A, assignee, with address at:
_____ percent interest in the lease: _____ percent overriding royalty

(3) N/A, assignee, with address at:
_____ percent interest in the lease: _____ percent overriding royalty

(totaling 100 percent of full leasehold interest), insofar as it covers the following described land:

Township 27 North, Range 113 West, 6th P.M.
Section 16: All

Insofar as lease covers rights from the surface to the stratigraphic zone 1500' above the top of the Frontier Formation.

containing 640.00 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: None

subject to: 2.5% previously reserved override and subject to that certain Plan of Reorganization and Purchase and Sale Agreement dated November 23, 1994, as amended, by and between Assignor and Assignee. Also subject to the North LaBarge Shallow Unit Agreement and Unit Operating Agreement dated March 10, 1939 effective January 1, 1940.
This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO HOLD unto assignee, its successors and assigns subject tot he terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 22ND day of December, 19 94
effective Agust 1, 1994

Western Oil Refining Company
Assignor - Lessee

WITNESS:

Carolyn D Kirkwood

By: P. J. Quealy
Title Patrick J. Quealy
President

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of WYOMING _____)
) ss.
County of LINCOLN _____)

On this 22ND day of December, 19 94, before me personally appeared Patrick J. Quealy, III, to me personally know, who, being by me duly sworn, did say that he is the President of Western Oil Refining Company and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Patrick J. Quealy, III acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of December, 19 94.

Carolyn Gunter
Notary Public

Carolyn Gunter
County of Lincoln
My Commission Expires:
Mar. 29, 1995
Notary Public
State of Wyoming

My Commission expires: ___ _____

Assignment approved by the Director, State Land and Farm Loan Office:

APR 07 1995

APR 07 1995

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. U-84/

[redacted] [redacted]

STATE [redacted]OMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an ____ Individual ____X____ Corporation

____ General Partnership Other (Describe) _____

____ Limited Partnership

Enron Oil & Gas Company

Assignee's Signature D. Weaver
Agent & Attorney-in-Fact
P.O. Box 4362, Houston, TX 7721--4362
Assignee's Address
December 1994
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: Enron Oil & Gas Company
Address: P.O. Box 4362
Houston, TX 77210-4362
Telephone: 713-853-7439

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

ASSIGNMENT REQUIREMENTS

NOTE: Assignments are not valid until approved by the State Land and Farm Loan Office as per State Oil and Gas Lease Terms and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1. This form must be completed and submitted for any assignment of State Oil and Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and overriding royalty interest. (Leasehold interest is considered synonymous with "working interest" and "operating interest".)

   a. Assignments of 100% leasehold interest in separate tracts, formations, or deposits in any part of the lease segregate that part from the original leasehold interest, and a separate (reissue) lease will be issued therefor with the assignee becoming the lessee responsible for all lease obligations thereon unless both assignor and assignee agree that separate obligations are created for each by the assignment and that they are responsible therefor, as evidenced by their signatures on Page 3 hereof. Such assignments do not preempt assignor's development rights in any unassigned formations, zones or deposits thereunder.

   b. Assignments of less than 100% leasehold interest undivided or divided, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease or this assignment. (All lessees are ultimately responsible for performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any preformation obligation considered to be in default.)

2. This form may be used only for a maximum of three (3) assignees in the assignment of leasehold and overriding royalty interest for the same lease.

3. A signed original and one copy of each assignment, including "Assignee Certification and Agreement" page, must be filed with the Wyoming State Land and Farm Loan Office. A $25.00 nonrefundable filing fee must accompany each assignment form. Copies should be directed to the Assignment Division, State Land and Farm Loan Office.

4. Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. If a bond is necessary, it must be furnished before assignment approval, and in no case can drilling operations begin without the lessee of record first providing a bond.

5. If there is more than one party in interest to this assignment, then all such parties in interest must sign the "Assignee Certification and Agreement" page before assignment approval.

6. The appropriate description of the conveyed lands must be given.

7. Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil and Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease.

8. Lease copies pertaining to this assignment may be obtained from the assignor.

9. When there is more than one lessee of partial interest in the assigned lease, a designation on page 3 hereof naming one of them to act on behalf of the others for rental payment, royalty payment, and correspondence must be furnished prior to assignment approval.

10. Corporations and limited partnerships must be qualified with the Secretary of State's Office. General Partnership Papers are required to be filed with the State Land and Farm Loan Office.

11. Assignments will not be considered for approval where assignor currently has a delinquent (late) royalty or rental payment obligation.

12. Assignments must be received by the Director for approval within ninety (90) days of the date of execution.

(July 1961)

[redacted]

[redacted]

[redacted]

DO NOT TO BE FILLED IN BY LESSEE
Lease No. 024956

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

New Serial No. .....

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston, Wyoming
Serial No. 024956
Date of Lease Dec. 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BIG PINEY OIL AND URANIUM COMPANY
(Name and address)

.....

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

1. Lands affected by this assignment:

The East half (E½) of Sec. 35, Twp. 30 North, Range 113 West, 6th P.M. Wyoming. Area 320 acres all in Sublette County, Wyoming.

251819

RECORDED April 24, 1995 10:25AM
IN BOOK 101 216 PAGE 330
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sorton

2. Interest of assignor in such lands all of leasehold interest
3. Extent of such interest conveyed to assignee all
4. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved none (State percentage only)

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

Executed and witnessed this 20th day of ~~November~~ December 1955

WITNESS:
Wesley E. Wootton
658 Kensington Ave. Salt Lake City

Stove Creek Dome Oil ~~and~~ & Refining Company
by J. Chase Smith (Operator's signature), President
306 Phillips Petroleum Bldg., Salt Lake City, Utah (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) a Utah corporation.
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

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

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

Executed and witnessed this 20th day of ~~November~~ December 1955

WITNESSES:
L. C. Larsen, Salt Lake City
(Name and address)
Wesley E. Wootton Salt Lake City, Utah
(Name and address)

BIG PINEY OIL AND URANIUM COMPANY
J. Chase Smith (Assignee's signature), President
306 Phillips Petroleum Bldg.
Salt Lake City, Utah (Address)

Assignment approved effective FEB 1 1956

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Manager, Land Office
Box 578, Cheyenne, Wyoming
(Title)

CERTIFIED
to be a true and comparative copy
of the original on file
APR 14 1995
BUREAU OF LAND MANAGEMENT

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

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

16-00004-1

75549-000
Middle Piney Creek

330

(July 1951)

331

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DO NOT TO BE FILLED IN BY LESSEE
Receipt No. C-5078

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

New Serial No. _____

RECEIVED
DEC 29 1955
Bureau of Land Management
Land Office
Cheyenne, Wyoming
OFFICE STAMP

Office Evanston, Wyoming
Serial No. 024956
Date of Lease Dec. 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BIG PINEY OIL AND URANIUM COMPANY
(Name and address)

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

1. Lands affected by this assignment:

The East half (E½) of Sec. 35, Twp. 30 North, Range 113 West, 6th P.M. Wyoming.
Area 320 acres all in Sublette County, Wyoming.

251820

RECORDED April 24 1995 10:25 AM
IN BOOK 101 Misc PAGE 331
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
by Cathy Sexton

2. Interest of assignor in such lands all of leasehold interest
3. Extent of such interest conveyed to assignee all
4. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved none (State percentage only)

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

Executed and witnessed this 20th day of December 1955

WITNESS:
Wesley C. Walcott
650 Kensington Ave, Salt Lake City

Stone Creek Dome Oil and Refining Company
by J. Gracey Scott (Assignor's signature), President
306 Phillips Petroleum Bldg., Salt Lake City, Utah (Address)

CERTIFIED
to be a true and comparative copy
of the original filed
APR 14 1995
Adele A. Lewalski
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) a Utah corporation.
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

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

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

Executed and witnessed this 20th day of December 1955

WITNESSES:
L. La Fairmark, Salt Lake City
(Name and address)
Wesley C. Walcott, Salt Lake City
(Name and address)

BIG PINEY OIL AND URANIUM COMPANY
By _____, President
(Assignee's signature)
306 Phillips Petroleum Bldg.
Salt Lake City, Utah
(Address)

Assignment approved effective JAN 1 1956

THE UNITED STATES OF AMERICA

By _____
(Signing officer)
Manager, Land Office
Cheyenne, Wyoming
(Title)

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

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16—62804-1

75549-000
Middle Piney Creek

(July 1951)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP — RECEIVED FEB - 1 1952 — Land Office Wyoming

NOT TO BE FILLED IN BY LESSEE
[redacted] No. 31987
The following to be filled in by land office when new serial number is required:
New Serial No. .....

[redacted]

Office Evanston
Serial No. 024956
Date of Lease Dec. 1, 1948.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to STOVE CREEK DOME OIL & REFINING COMPANY,
(Name and address)

a corporation of the State of Utah, 306 Wasatch Oil Bldg., Salt Lake City, Utah

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

1. Lands affected by this assignment:

251821

RECORDED April 24 1995 10:25 a
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FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

The East one half of Section 35, Township No. 30 North, Range 113 West, 6th P.M. Wyoming.

The assignor is the sole distributee of the estate of Thomas J. Upton, the lessee, as particularly shown by a certified copy of the Decree made and entered in his estate, hereunto attached and made a part hereof.

2. Interest of assignor in such lands: the entire interest.
3. Extent of such interest conveyed to assignee: the entire interest.
4. Overriding royalty reserved herein to assignor: NONE. (State percentage only)
(See item 5 of Instructions.)
5. Overriding royalties previously reserved: NONE. (State percentage only)

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

Executed and witnessed this 3rd day of December, 19 51.

WITNESS:
Dennis K. Watkins

Adline S. Upton
(Assignor's signature)

#30 Sylvia Drive, Ogden, Utah
(Address)

CERTIFIED
to be a true copy
of the original

APR 14 1995
Adelle L. Swalstad
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) Corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

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

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

Executed and witnessed this 30th day of January, 1952.

WITNESSES:
Wesley C. Wootton 1358 Yale Ave. Salt Lake City
(Name and address)
Gladys Wray 167 M St. " "
(Name and address)

Stove Creek Dome Oil & Refining Co
By Tracey Wootton - President
(Assignee's signature)
1358 Yale Ave Salt Lake City.
(Address)

Assignment approved effective March 1, 1952

THE UNITED STATES OF AMERICA

By [signature]
(Signing officer)

Manager, Land and Survey Office.
(Title)

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

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

16—60000-1

75549-000
Middle Piney Creek

QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT, dated this 24th day of April, 1995, but effective as of January 1, 1993 (the "Effective Time"), is among **APACHE CORPORATION**, a Delaware corporation; **APC OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership (also sometimes known as APC Operating Company); **APACHE PETROLEUM PARTNERSHIP 1974-I, LTD.**, a Minnesota limited partnership; **APCO-PROGRAM 1975-II PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1977-I PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1977-II PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1977-IV PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1979-II PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1979-III PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1979-IV PARTNERSHIP**, a Minnesota limited partnership; **APACHE PETROLEUM PARTNERSHIP 1980-I, LTD.**, a Minnesota limited partnership; **APCO-PROGRAM 1980-I PARTNERSHIP**, a Minnesota limited partnership; **APACHE PETROLEUM PARTNERSHIP 1980-II, LTD.**, a Minnesota limited partnership; **APCO-PROGRAM 1980-II PARTNERSHIP**, a Minnesota limited partnership; **APACHE PETROLEUM PARTNERSHIP 1980-III, LTD.**, a Minnesota limited partnership; **APCO-PROGRAM 1980-III PARTNERSHIP**, a Minnesota limited partnership; **APCO-PROGRAM 1981-I PARTNERSHIP**, a Texas limited partnership; **APACHE PETROLEUM PARTNERSHIP 1984-I, LTD.**, a Delaware limited partnership, all with an address of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (collectively "Assignor") and **KEY PRODUCTION COMPANY, INC.**, a Delaware corporation doing business in the State of Texas as Key Energy of Colorado, Inc. and in the State of South Dakota as Key Production Company of Colorado, Inc., with an office at 1700 Lincoln Street, Suite 2050, Denver, Colorado 80203 ("Assignee") and **APACHE CORPORATION**, a Delaware corporation with an office at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, as the assignee of the Remainder Interests, as defined in Section 2 below.

PREAMBLE TO INSTRUMENT

A. This instrument consists of two sections. The first section quitclaims a portion of Assignor's interests in certain properties from Assignor to Assignee. The second section quitclaims the remainder of Assignor's interests in those properties to Apache Corporation.

B. All transfers of interests are made pursuant to the terms and conditions of a Dissolution Agreement and Quitclaim Assignment dated as of January 1, 1993, among Apache Corporation, APC Operating Partnership L.P. and Assignee.

C. The following is a brief description of the purpose of each Exhibit attached hereto.

(1) Exhibit A contains a description of non-producing leases, orders, licenses, permits or other documents in which Assignee will acquire a working interest

FORM 4

251907

RECORDED May 1 1995 4:20PM
IN BOOK 101 PAGE 333
FEES 52.50
SUBLETTE COUNTY CLERK
By Cathy Sexton

pursuant hereto. To calculate the interest in each lease assigned to Assignee, multiply the "Key Working Interest" (decimal number) by the "Lease Net Acres" for each lease.

(2) Exhibit B describes the NPI Overrides to which Assignee's interests will not be subject.

SECTION 1

QUITCLAIM ASSIGNMENT OF INTERESTS TO ASSIGNEE

2.1 **Quitclaim Assignment**. Assignor, in consideration of $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim and assign to Assignee all of the following:

(a) **Partial Assignment of Undivided Working Interests in Non-Producing Leases**. An undivided interest equal to the "Key Working Interest" multiplied by the "Lease Net Acres" shown for each of the leases, orders, licenses, permits, or other documents described in Exhibit A attached hereto, INSOFAR AND ONLY INSOFAR as they cover and relate to the land (the "Land") described in Exhibit A (the "Leases"); together with a like percentage of all overriding royalty interests, production payments and other payments described in Exhibit A out of or measured by the value of oil and gas production. To calculate the interest in each lease assigned to Assignee, multiply the "Key Working Interest" (decimal number) by the "Lease Net Acres" for each lease.

(b) **Incidental Rights**. All the property and rights incident to the Lands and the Leases, including, to the extent transferrable, all agreements, product purchase and sale contracts, surface leases, gas gathering contracts, salt water disposal leases and wells, processing agreements, compression agreements, equipment leases, permits, gathering lines, rights-of-way, easements, licenses, farmouts and farmins, options, orders, pooling, spacing or consolidation agreements, unit agreements, operating agreements and other agreements relating thereto.

(c) **Personal Property**. All of the personal property, fixtures, and improvements as of the Effective Time appurtenant to the Leases, or used or obtained in connection with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.

All of the foregoing are collectively referred to as the "Interests."

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever, subject to the following:

(i) Assignee, from and after the Effective Time, hereby assumes and agrees to perform and be bound by all provisions of the Leases. Assignee shall, at its sole expense, insofar as such expense is attributable to the Interests, comply with all laws, rules, regulations, orders, and ordinances (collectively the "laws") of any governmental authority claiming jurisdiction over the Leases, including, but not limited to, those laws pertaining to the abandonment of wells, the plugging of inactive wells, and the restoration of the surface.

(ii) Assignor does not in any manner warrant the condition, serviceability, or recoverability of any equipment, and personal property hereby conveyed, and Assignee accepts all such property in its present condition.

(iii) **THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, AND WITHOUT RECOURSE, EVEN AS TO THE RETURN OF ANY PURCHASE PRICE OR OTHER CONSIDERATION PAID HEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

(iv) Assignor reserves the right to use as much of the surface of the Leases as may be necessary in the conduct of operations on adjacent lands owned by Assignor as of the date hereof or in those zones, formations, and depths not assigned to Assignee herein, provided such usage shall be exercised in such fashion as not to interfere unreasonably with Assignee's use of or unreasonably cause damage to the Leases. Assignor further reserves the right to drill through the depths, zones, and formations herein assigned to Assignee (by use of wellbores drilled by Assignor and not through wells conveyed herein) in conducting such operations in the depths, zones, and formations not assigned herein.. Assignor reserves the joint right to use any easements and rights-of-way for its operations on the land covered hereby or on other adjacent lands owned by Assignor as of the date hereby, provided such usage shall be exercised in such fashion as not to interfere unreasonably with Assignee's use of or unreasonably cause damage to the Interests, easements and rights-of-way.

(v) This Quitclaim is expressly made and accepted subject to the terms and conditions of a Dissolution Agreement and Quitclaim Assignment dated as of January 1, 1993, among Apache Corporation, APC Operating Partnership L.P., and Assignee. In the event of any conflict or inconsistency between the provisions of this Quitclaim and such terms and conditions, such terms and conditions shall control. Copies of the Dissolution Agreement and Quitclaim Assignment are retained in the office of Assignor and Assignee.

(vi) Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenant

and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

(vii) Certain of Assignor's properties (the "NPI Properties") are burdened or encumbered by and subject to (a) those Assignments of Overriding Royalty described on Exhibit "C" hereto (collectively the "NPI Overrides') and (b) by a Loan Agreement dated December 30, 1986, among APC Operating Partnership L.P. ("APCOP"), the State of Wisconsin Investment Board, and Norwest Bank Minneapolis, National Association, as agent, and various security instruments and mortgages executed pursuant thereto (the "State of Wisconsin Financing"). Apache Corporation ("Apache") and APCOP own additional interests in the NPI Properties which are neither burdened nor encumbered by and are not subject to the NPI Overrides or the State of Wisconsin Financing (the "Unencumbered Interests"). The Interests in the NPI Properties assigned to Assignee pursuant to this Quitclaim shall be assigned by APCOP and Apache from the Unencumbered Interests and Assignee shall take its Interests free and clear of all burdens or encumbrances created pursuant to the NPI Overrides and the State of Wisconsin Financing.

(viii) Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the jurisdiction in which the Interests are located.

(ix) Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights to enforce covenants and warranties (if any) against Assignor's predecessors in title, rights, titles, power, and privilege set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the Interests conveyed herein.

(x) This Quitclaim may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, a counterpart to be recorded in a given county or parish may contain only those portions of the Exhibits hereto that describes property located in that county or parish. Assignor and Assignee have each retained a counterpart of this Quitclaim with a complete set of Exhibits.

SECTION 2

QUITCLAIM ASSIGNMENT TO APACHE CORPORATION

2.1 Quitclaim Assignment; Remainder to Apache Corporation. Assignor, in consideration of $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby quitclaim and assign

to Apache Corporation any remaining interest it may have in the Interests subsequent to the quitclaim assignments and bills of sale made in Sections 1 of this Quitclaim (the "Remainder Interests"), it being the intent of Assignor (other than Apache Corporation) to completely divest itself of all interests in the Interests.

TO HAVE AND TO HOLD the Remainder Interests unto Apache Corporation and its successors and assigns forever, subject to the same provisions applicable to Assignee as contained in subparagraphs (i) through (x) other than subparagraph (vii) of Section 2 above, provided, however, that, for purposes of this Section 3, the references in each such subparagraph to Assignee shall be deemed to be references to Apache Corporation and the references to Interests shall be deemed to be references to Remainder Interests.

EXECUTED as of the day and year first written above.

ATTEST:

APACHE CORPORATION

BALLARD E. HARRIS
Assistant Secretary

James R. Bauman
Senior Vice President

APC OPERATING PARTNERSHIP L.P.,
(also sometimes known as APC Operating Company)
By **APACHE CORPORATION**
General Partner

ATTEST:

BALLARD E. HARRIS
Assistant Secretary

James R. Bauman
Senior Vice President

APACHE PETROLEUM PARTNERSHIP 1974-I, LTD.
APCO-PROGRAM 1975-II PARTNERSHIP
APCO-PROGRAM 1977-I PARTNERSHIP
APCO-PROGRAM 1977-II PARTNERSHIP
APCO-PROGRAM 1977-IV PARTNERSHIP
APCO-PROGRAM 1979-II PARTNERSHIP
APCO-PROGRAM 1979-III PARTNERSHIP
APCO-PROGRAM 1979-IV PARTNERSHIP
APACHE PETROLEUM PARTNERSHIP 1980-I, LTD.
APCO-PROGRAM 1980-I PARTNERSHIP
APACHE PETROLEUM PARTNERSHIP 1980-II, LTD.
APCO-PROGRAM 1980-II PARTNERSHIP
APACHE PETROLEUM PARTNERSHIP 1980-III, LTD.
APCO-PROGRAM 1980-III PARTNERSHIP
APCO-PROGRAM 1981-I PARTNERSHIP
APACHE PETROLEUM PARTNERSHIP 1984-I, LTD.

By APACHE CORPORATION
General Partner

ATTEST:

APACHE CORPORATION SEAL DELAWARE

Assistant Secretary

James R. Bauman
Senior Vice President

ATTEST:

PRODUCTION SEAL DELAWARE

Assistant Secretary

KEY PRODUCTION COMPANY, INC.

Monroe W. Robertson
Senior Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO §
§
CITY AND COUNTY OF DENVER §

This instrument was acknowledged before me this 17 day of April, 1995, by **MONROE W. ROBERTSON** as **Senior Vice President** of **KEY PRODUCTION COMPANY, INC.**, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Avis M. Clark
NOTARY PUBLIC

My Commission expires: 7-15-98

Avis M. Clark
1700 Lincoln Street, Suite 2050
Denver, Colorado 80203

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 24 day of April, 1995, by **JAMES R. BAUMAN** as **Senior Vice President** of **APACHE CORPORATION**, a Delaware limited corporation, on behalf of said corporation.

DEBBIE J. BALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1996

Debbie J. Balmer
NOTARY PUBLIC

My Commission expires:

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 24 day of April, 1995, by **JAMES R. BAUMAN as Senior Vice President of APACHE CORPORATION AS GENERAL PARTNER OF APACHE PETROLEUM PARTNERSHIP 1974-I, LTD., a Minnesota limited partnership; APCO-PROGRAM 1975-II PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1977-I PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1977-II PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1977-IV PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1979-II PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1979-III PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1979-IV PARTNERSHIP, a Minnesota limited partnership; APACHE PETROLEUM PARTNERSHIP 1980-I, LTD., a Minnesota limited partnership; APCO-PROGRAM 1980-I PARTNERSHIP, a Minnesota limited partnership; APACHE PETROLEUM PARTNERSHIP 1980-II, LTD., a Minnesota limited partnership; APCO-PROGRAM 1980-II PARTNERSHIP, a Minnesota limited partnership; APACHE PETROLEUM PARTNERSHIP 1980-III, LTD., a Minnesota limited partnership; APCO-PROGRAM 1980-III PARTNERSHIP, a Minnesota limited partnership; APCO-PROGRAM 1981-I PARTNERSHIP, a Texas limited partnership; APACHE PETROLEUM PARTNERSHIP 1984-I, LTD., a Delaware limited partnership APACHE PETROLEUM PARTNERSHIP 1974-I, LTD., APCO-PROGRAM 1975-II PARTNERSHIP, APCO-PROGRAM 1977-I PARTNERSHIP, APCO-PROGRAM 1977-II PARTNERSHIP, APCO-PROGRAM 1977-IV PARTNERSHIP, APCO-PROGRAM 1979-II PARTNERSHIP, APCO-PROGRAM 1979-III PARTNERSHIP, APCO-PROGRAM 1979-IV PARTNERSHIP, APACHE PETROLEUM PARTNERSHIP 1980-I, LTD., APCO-PROGRAM 1980-I PARTNERSHIP, APACHE PETROLEUM PARTNERSHIP 1980-II, LTD., APCO-PROGRAM 1980-II PARTNERSHIP, APACHE PETROLEUM PARTNERSHIP 1980-III, LTD., APCO-PROGRAM 1980-III PARTNERSHIP, APCO-PROGRAM 1981-I PARTNERSHIP, APACHE PETROLEUM PARTNERSHIP 1984-I, LTD.**, on behalf of said partnerships.

DEBBIE J. PALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1996

Debbie J Palmer
NOTARY PUBLIC

My Commission expires:

A:\KEY4.100

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 24 day of April, 1995, by **JAMES R. BAUMAN as Senior Vice President of APACHE CORPORATION** as general partner of **APC OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership (also sometimes known as APC Operating Company), on behalf of said partnership.

DEBBIE J. BALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1998

Debbie J. Balmer
NOTARY PUBLIC

My Commission expires:

EXHIBIT A

DATE 01/01/93 PAGE 1

STATE WY WYOMING
COUNTY 035 SUBLETTE

LEASE NUMBER	LESSOR / STATUS	PROSPECT	LESSEE	STATE/COUNTY	LSE NET ACS	LSE DTE RECORDED	EXPIRE DTE	KEY WORKING INTEREST
18016	USA W-0320797		MARGARET E ALLEN	WY SUBLETTE	800.000	12/01/1965	10/19/1989	
TRACT 01	HP	SUGAR LOAF PROSPECT						.00680559 OPR RTS
								.01701398 OPR RTS
TRACT 02	HP	SUGAR LOAF PROSPECT		WY SUBLETTE				
								.01701398 OPR RTS

T 27 N R 110 W
SEC 23 SW/4, W/2SE/4
SEC 26 W/2, W/2E/2, SE/4NE/4, NE/4SE/4
DEPTH A - SURFACE TO 14,892'
DEPTH B - BELOW 14,892'

T 27 N R 110 W
SEC 23 E/2 SE/4
SEC 26 NE/4 NE/4
DEPTH . - BELOW 14,892'

342

Exhibit B

Description of "NPI Overrides"

(a) a Non-operating Interest Purchase Agreement dated November 24, 1986, between Apache, APCOP and Chase Investors Management Corporation New York, as agent for Pitt & Co., Leeway & Co., Howard Hughes Medical Institute, Bost & Co., Kane & Co,. Orth & Co., and How & Co. and Overriding Royalty Conveyance dated November 24, 1986, as amended by a First Amendment of Non-operating Interest Purchase Agreement dated December 30, 1986, and First Amendment and Correction of Overriding Royalty Conveyance dated December 26, 1986, as amended by Letter Agreement dated June 25, 1991, and Assignment of Overriding Royalty Interest, effective as of May 1, 1991, all as recorded, among other places, at the entries shown on Schedule 1 to this Exhibit B;

(b) a Non-operating Interest Purchase Agreement dated December 23, 1986, between Apache, APCOP, Pitt & Co. and Chase Investors Management Corporation New York, as investment manager and Overriding Royalty Conveyance dated December 23, 1986, as amended by Letter Agreement dated June 25, 1991, and Assignment of Overriding Royalty Interest, effective as of May 1, 1991, all as recorded, among other places, at the entries shown on Schedule 2 to this Exhibit B;

(c) a Non-operating Interest Purchase Agreement dated December 23, 1986 between Apache, APCOP, Trustees of Princeton University and Chase Investors Management Corporation New York, as investment manager and Overriding Royalty Conveyance dated December 23, 1986, as amended by Letter Agreement dated June 25, 1991, and Assignment of Overriding Royalty Interest, effective as of May 1, 1991, all as recorded, among other places, at the entries shown on Schedule 3 to this Exhibit B ;

(d) a Non-operating Interest Purchase Agreement dated December 30, 1986 between Apache, APCOP, and the Minnesota State Board of Investment and Overriding Royalty Conveyance dated December 19, 1986, all as recorded, among other places, at the entries shown on Schedule 4 to this Exhibit B; and

Description of "State of Wisconsin Financing"

(e) a Loan Agreement dated December 30, 1986, between APCOP, the State of Wisconsin Investment Board and Norwest Bank Minneapolis, National Association, as agent and the mortgages and security agreements recorded, among other places, at the entries shown on Schedule 5 to this Exhibit B.

[redacted] [redacted] [redacted]

Schedule 1 to Exhibit B

County/ Parish	State	1986 Conveyance Book/Page or Entry No.	1986 Amendment Book/Page or Entry No.	1991 Conveyance Book/Page or Entry No.
Calcasieu	LA	1917208	1921203	2255/726
Iberville	LA	143	128	444/231
Lafayette	LA	86039781	86043223	91-020090
Lafourche	LA	965	968	1116/38
Lincoln	LA	601/156	605/58	772/67
Orleans	LA	813B	813D	862/436
St. Martin	LA	1024/377	1026/159	1144/782
Terrebone	LA	1077	1081	883698
Vermillon	LA	8613256	8614282	9105871
Sberidan	MT	552/1382	553/861	567/605
Divide	ND	207/380	164M/769	221/562
McKenzie	ND	283625	284099	311153
Williams	ND	497281	498243	539940
Nye	NV	555/540	559/454	286575
Beckham	OK	916/51	929/1	1214/077
Blaine	OK	515/97	518/76	619/478
Caddo	OK	1258/1	1268/1	1650/127
Candaian	OK	1442/280	1448/793	1691/833
Custer	OK	706/594	709/593	840/148
Dewey	OK	693/208	698/87	906/322
Garfield	OK	1017/876	1022/289	1163/1119
Grady	OK	1768/1	1784/194	2335/1
Kingfisher	OK	928/89	935/192	1229/215
Logan	OK	1114/691	1118/464	1243/676
Major	OK	936/1	941/167	1217/301
Oklahoma	OK	5556/806	5569/787	6185/2246
Roger Mills	OK	843/158	853/75	1222/1
Washita	OK	700/62	701/624	773/823
Woods	OK	606/556	609/51	710/534
Woodward	OK	1013/267	1019/62	1256/319
Harding	SD	76/535	77/216	82/53

Schedule 1 to Exhibit B
Page 2

County/ Parish	State	1986 Conveyance Book/Page or Entry No.	1986 Amendment Book/Page or Entry No.	1991 Conveyance Book/Page or Entry No.
Anderson	TX	1144/804	1149/49	1297/604
Harrison	TX	11 29	1134/757	1280/315
Jefferson	TX	101/64/1713	101/68/1026	103/74/0434
Uintah	UT	419/198	421/597	510/598
Cambell	WY	919/1	927/46	1152/254
Carbon	WY	818/334	820/71	875/55
Converse	WY	906/321	907/386	1005/159
Crook	WY	255/164	256/465	303/612
Sweetwater	WY	776/992	777/1118	817/1567

exhibitc.sc1

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Schedule 2 to Exhibit B

County/ Parish	State	1986 Conveyance Book/Page or Entry No.	1991 Conveyance Book/Page or Entry No.
Calcasieu	LA	1921200	2255/720
Iberville	LA	129	444/229
Lafayette	LA	86043221	91-020089
Lafourche	LA	968	1116/32
Lincoln	LA	604/247	772/61
Orleans	LA	813D	862/443
St. Martin	LA	1026/68	1144/776
Terrebone	LA	1081	883697
Vermillon	LA	8614279	9105870
Sheridan	MT	553/743	567/599
Divide	ND	207/646	221/569
McKenzie	ND	284084	311152
Williams	ND	498214	539939
Nye	NV	559/411	286574
Beckham	OK	928/182	1214/109
Blaine	OK	517/495	619/340
Caddo	OK	1266/155	1650/1
Candaian	OK	1448/271	1691/825
Custer	OK	709/333	840/1
Dewey	OK	697/277	907/1
Garfield	OK	1022/1	1163/1015
Grady	OK	1782/202	2334/180
Kingfisher	OK	935/62	1229/127
Logan	OK	1118/245	1243/658
Major	OK	941/52	1217/289
Oklahoma	OK	5568/350	6185/2269
Roger Mills	OK	851/229	1223/132 & 1224/1
Washita	OK	701/500	773/840
Woods	OK	608/514	710/549
Woodward	OK	1018/224	1256/330
Harding	SD	77/167	82/38

Schedule 2 to Exhibit B
Page 2

County/ Parish	State	1986 Conveyance Book/Page or Entry No.	1991 Conveyance Book/Page or Entry No.
Anderson	TX	1148/839	1297/611
Harrison	TX	1134/583	1280/303
Jefferson	TX	101/68/27	103/74/0428
Uintah	UT	421/358	510/632
Cambell	WY	926/72	1152/241
Carbon	WY	819/741	875/62
Converse	WY	901/230	1005/166
Crook	WY	256/290	303/606
Sweetwater	WY	777/935	817/1561

exhibitc.sc1

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Schedule 3 to Exhibit B

County/ Parish	State	1986 Conveyance Book/Page or Entry No.	1991 Conveyance Book/Page or Entry No.
Calcasieu	LA	1921201	2255/733
Iberville	LA	130	444/230
Lafayette	LA	86043220	91-020091
Lafourche	LA	969	1116/45
Lincoln	LA	604/190	772/74
Orleans	LA	813D	862/449
St. Martin	LA	1026/17	1144/789
Terrebone	LA	1081	883699
Vermillon	LA	8614280	9105872
Sheridan	MT	553/697	567/593
Divide	ND	207/687	221/575
McKenzie	ND	284083	311151
Williams	ND	498213	539938
Nye	NV	559/368	286573
Beckham	OK	928/130	1214/140
Blaine	OK	517/608	619/409
Caddo	OK	1267/1	1649/134
Candaian	OK	1448/228	1691/817
Custer	OK	709/256	839/804
Dewey	OK	697/208	907/43
Garfield	OK	1021/991	1163/1067
Grady	OK	1782/1	2334/1
Kingfisher	OK	935/1	1229/171
Logan	OK	1118/196	1243/667
Major	OK	941/1	1217/277
Oklahoma	OK	5568/506	6185/2291
Roger Mills	OK	851/115	1222/217 & 1223/1
Washita	OK	701/456	773/856
Woods	OK	608/463	710/563
Woodward	OK	1018/162	1256/340
Harding	SD	77/118	82/23

Schedule 3 to Exhibit B
Page 2

County/ Parish	State	1986 Conveyance Book/Page or Entry No.	1991 Conveyance Book/Page or Entry No.
Anderson	TX	1148/887	1297/617
Harrison	TX	1134/641	1280/309
Jefferson	TX	101/68/111	103/74/0422
Uintah	UT	421/450	510/565
Cambell	WY	926/125	1152/254
Carbon	WY	819/823	875/68
Converse	WY	907/320	1005/172
Crook	WY	256/374	303/600
Sweetwater	WY	777/879	817/1555

exhibitc.sc1

[redacted] [redacted] [redacted]

Schedule 4 to Exhibit B

County/ Parish	State	1986 Conveyance Book/Page or Entry No.
Calcasieu	LA	1921202
Iberville	LA	131
Lafayette	LA	86043222
Lafourche	LA	968
Lincoln	LA	605/1
Orleans	LA	813D
St. Martin	LA	1026/118
Terrebone	LA	1081
Vermillion	LA	8614281
Sheridan	MT	553/651
Divide	ND	207/728
McKenzie	ND	284082
Williams	ND	498212
Nye	NV	559/325
Beckham	OK	928/78
Blaine	OK	517/412
Caddo	OK	1266/1
Candaian	OK	1448/185
Custer	OK	709/179
Dewey	OK	697/139
Garfield	OK	1021/935
Grady	OK	1781/17
Kingfisher	OK	934/264
Logan	OK	1118/147
Major	OK	940/293
Oklahoma	OK	5568/428
Roger Mills	OK	851/1
Washita	OK	701/412
Woods	OK	608/412
Woodward	OK	1018/100
Harding	SD	77/69

Schedule 4 to Exhibit B
Page 2

County/ Parish	State	1986 Conveyance Book/Page or Entry No.
Anderson	TX	1149/1
Harrison	TX	1134/699
Jefferson	TX	101/68/69
Uintah	UT	421/404
Cambell	WY	926/125
Carbon	WY	819/782
Converse	WY	907/725
Crook	WY	256/332
Sweetwater	WY	777/991

exhibitc.sc4

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Schedule 5 to Exhibit B

County/ Parish	State	1986 Mortgage Book/Page or Entry No.
Calcasieu	LA	1921457
Iberville	LA	127/129
Lafayette	LA	87000342
Lafourche	LA	969
Lincoln	LA	605/291 & 235/281
Orleans	LA	2557
St. Martin	LA	1026/406 & 524/270
Terrebone	LA	1082/729
Vermillion	LA	870004/8700080
Sheridan	MT	553/823
Divide	ND	206/269
McKenzie	ND	284098
Williams	ND	498242
Nye	NV	559 & 480/515
Beckham	OK	928/308
Blaine	OK	518/1
Caddo	OK	1167/222
Candaian	OK	1448/757
Custer	OK	709/524
Dewey	OK	698/26
Garfield	OK	1022/241
Grady	OK	1784/1
Kingfisher	OK	935/221
Logan	OK	1118/423
Major	OK	941/124
Oklahoma	OK	5569/717
Roger Mills	OK	852/269 & 853/1
Washita	OK	701/588
Woods	OK	609/8
Woodward	OK	1019/8
Harding	SD	72/161

Schedule 5 to Exhibit B
Page 2

County/ Parish	State	1986 Conveyance Book/Page or Entry No.
Anderson	TX	1149/82
Harrison	TX	425/72
Jefferson	TX	101/68/990
Uintah	UT	421/559/623
Cambell	WY	927/1
Carbon	WY	820/38
Converse	WY	912/400
Crook	WY	256/431
Sweetwater	WY	777/1070

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

RECORDED May 4, 1995 1:00 PM
IN BOOK 101 Oil & Gas PAGE 354
FEES 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

251955

THIS AGREEMENT, made and entered into this 20th day of March, 1995, by and between Richard F. Tanner and Nancy Espenscheid, individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73, and amended 12/10/80, together with any executory rights heretofore created of P. O. Box 748 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: SWNW, W2SW, SESW, SWSE
Section 27: SENE, NESE
Section 35: NW, S2NE, NWNE, NESW, NWSE

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 20th day of March, 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 Six hundred forty and no/100 DOLLARS ($ 640.00), 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.

NE
RF.T.

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.

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREOF witness our hands as of the day and year first above written.

Nancy Espenscheid
NANCY ESPENSCHEID

Tax ID#

Richard F Tanner
RICHARD F. TANNER

both individually and as Co-Trustees of the Helen D. Tanner, Joseph L. Budd, and Ruth F. Budd Mineral Trust dated 5/23/73, and amended 12/10/80, together with any executory rights heretofore created

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 11th day of April, 19 95, before me personally appeared Richard F. Tanner and Nancy Espenscheid,

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 day of April, 19 95.

My commission expires:
Nov. 4, 1996

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, Wyoming
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 _____

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 20th day of March, 1995, by and between Richard F. Tanner and Nancy Espenscheid, individually and as Co-Trustees, 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.

4. Lessee shall pay Lessor 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. All of Lessee's 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 said lands to as near to its original condition found prior to lessee's operation as is practicable.

5. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas operations, Lessee and surface owners will mutually agree, such agreement not being unreasonably withheld, as to the direction and placement of same. Lessee shall also consult with the surface owner as to the location of any drillsites, pipelines, tank battery installations, or installation of other equipment on the leased premises before installing same.

Signed for Identification:

Richard F. Tanner

Nancy Espenscheid

357

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

251956

RECORDED May 4, 1995 1:00p. M
IN BOOK 101 OPR PAGE 357
FEES 10.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sayler

THIS AGREEMENT, made and entered into this 20th day of March 19 95, by and between Betty Louise Fear and Nancy Espenscheid, individually and as Trustees of the Joseph ' . Budd Testamentary Trust

of P. O. Box 748 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, W2NF 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)~~ Four (4) years from this date (h .ein 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 oth 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 20th day of March, 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 [redacted] ormations hereunder, to pool or unitize the leasehold [redacted] the mineral estate co ed by this lease with other l [redacted] leases in the immediate vicinity for the [redacted] on of oil and gas, or separately for the production of eith [redacted] essee's judgment it is necessary or advisable to do so, a [redacted] ve of whether~~

authority similar to [redacted] with respect to such other land, lease or leases. Likew[redacted]reviously 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.

14. 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.

Nancy Espenscheid
NANCY ESPENSCHEID

Betty Louise Fear
BETTY LOUISE FEAR

both individually and as Trustees of the Joseph L. Budd Testamentary Trust
Tax ID# 520-42-4334

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 12th day of March, 19 95, before me personally appeared Betty Louise Fear and Nancy Espenscheid 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 12th day of March, 19 95.

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 _____

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease dated the 20th day of March, 1995, by and between Betty Louise Fear & Nancy Espenscheid, individually and as Trustees, 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.

4. Lessee shall pay Lessor 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. All of Lessee's 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 said lands to as near to its original condition found prior to lessee's operation as is practicable.

5. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas operations, Lessee and surface owners will mutually agree, such agreement not being unreasonably withheld, as to the direction and placement of same. Lessee shall also consult with the surface owner as to the location of any drillsites, pipelines, tank battery installations, or installation of other equipment on the leased premises before installing same.

Signed for Identification:

Betty Louise Fear
Betty Louise Fear

Nancy Espenscheid
Nancy Espenscheid

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

251957

RECORDED May 4 1995 1:00 PM
IN BOOK 101 PAGE 360
FEES 10.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

THIS AGREEMENT, made and entered into this 20th day of March 1995, by and between Richard F. Tanner and Nancy Espenscheid, individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73, and amended 12/10/80, together with any executory rights heretofore created of P. O. Box 748 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 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E2NW, NE
Section 20: NW, S½NE, N2SE, SESE
Section 29: NENE

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 20th day of March, 1996, 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 --- Seven hundred thirty-four and 10/100 --- DOLLARS ($ 734.10), 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.

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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 [illegible] 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.

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREOF witness our hands as of the day and year first above written.

Nancy Espenscheid
NANCY ESPENSCHEID

Tax ID#

Richard F. Tanner
RICHARD F. TANNER

both individually and as Co-Trustees of the Helen D. Tanner, Joseph L. Budd, and Ruth F. Budd Mineral Trust dated 5/23/73, and amended 12/10/80, together with any executory rights heretofore created

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 11th day of April, 19 95, before me personally appeared Richard F. Tanner and Nancy Espenscheid

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 day of April, 19 95.

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
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 the 20th day of March, 1995, by and between Richard F. Tanner and Nancy Espenscheid, individually and as Co-Trustees, 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.

4. Lessee shall pay Lessor 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. All of Lessee's 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 said lands to as near to its original condition found prior to lessee's operation as is practicable.

5. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas operations, Lessee and surface owners will mutually agree, such agreement not being unreasonably withheld, as to the direction and placement of same. Lessee shall also consult with the surface owner as to the location of any drillsites, pipelines, tank battery installations, or installation of other equipment on the leased premises before installing same.

Signed for Identification:

Richard F. Tanner
Richard F. Tanner

Nancy Espenscheid
Nancy Espenscheid

OIL & GAS DEED OF TRUST, SECURITY AGREEMENT--FINANCING STATEMENT

THE STATE OF WYOMING }
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE }

Date:
April 25th, 1995

Grantor:
JAMES H. DAVIS d/b/a JD MINERALS

Grantor's Mailing Address:
Post Office Box 1520, Palestine,
Anderson County, Texas 75802

Trustee:
LEE GILLIAM

Trustee's Mailing Address:
Post Office Box 770, Palestine,
Anderson County, Texas 75802

Beneficiary:
EAST TEXAS NATIONAL BANK of Palestine, Texa.

Beneficiary's Mailing Address:
207 West Spring Street, Palestine,
Anderson County, Texas 75801

251982

RECORDED May 5, 1995 4:25PM
IN BOOK 101 O&G PAGE 363
FEES $ 18.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Note

Date:
August 15th, 1994

Amount:
$50,000.00

Maker:
James H. Davis d/b/a JD Minerals

Payee:
East Texas National Bank of Palestine, Texas

Final Maturity Date:
February 15th, 1996

Property:
Being all of Grantor's undivided royalty interests, in and to all the oil, gas and other minerals in, on and under, and that may be produced at the wellhead, including all the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals in and to all those certain tracts or parcels of land out of T-27-N, R-113-W, 6th P.M. Section 28: S/2 NW/4, SW/4 NE/4, NW/4 SE/4, N/2, SW/4, SW/4, SW/4, SW/4 Sublette County, Wyoming.

ARTICLE I.

GRANTOR'S OBLIGATIONS

For value received, the receipt and sufficiency of which Grantor confesses and acknowledges and to secure payment of the note, Grantor grants, bargains, conveys, transfers and assigns the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. Grantor warrants and covenants he is the lawful owner and holder of the mortgaged properties and has the good right to transfer, assign and mortgage the mortgaged properties.

For the same consideration, Grantor does hereby grant a continuing security interest in all personal property, including accrued royalty runs, production taken in kind and production accrued to Grantor's interest, whether now owned or hereafter acquired or arising, including all the oil, gas, casinghead gas, condensate, distillate liquid hydrocarbons, gaseous hydrocarbons and all refined products and all other minerals produced and saved for the account of Grantor from such property described above, including oil in tanks and all other income from or attributable to Grantor's interest, including but not limited to those liens and security interests provided for in the Texas Business and Commerce Code Annotated (Tex. UCC.) as the Code now stands or may hereafter be amended.

The oil, gas and other minerals will be financed at the wellhead of the oil and gas wells.

If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

ARTICLE II.

GRANTOR'S AGREEMENTS

Grantor agrees to:

1. Proceed with reasonable diligence to correct any defect in the title to the mortgaged property as well as any defect in the creation and delivery of this mortgage; and
2. Pay all taxes and assessments on the property when due; and
3. Preserve the lien's priority as it is established in this deed of trust; and
4. Pay that certain Promissory Note described above to Beneficiary as and when due; and
5. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
6. Execute, acknowledge and deliver division orders, transfer orders and other assurances necessary or proper to convey and assign to the Trustee all of the mortgaged property; and
7. Without prior written consent Grantor shall not sell, mortgage, pledge, transfer or assign or otherwise encumber any of the mortgaged property; and
8. Grantor shall notify Beneficiary in writing in the event of the institution of any suit against Grantor with respect to the mortgaged properties; and
9. Grantor shall allow and permit Beneficiary to inspect and copy Grantor's books and accounts regarding the mortgaged properties, and Grantor will furnish monthly reports, acceptable to Beneficiary upon request regarding monthly revenues attributable to the mortgaged properties.

ARTICLE III.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee; and
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid; and
3. Upon default by Grantor in performance of Grantor's obligations, Beneficiary may receive the proceeds attributable to the runs derived from the property described above; and
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the date of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust; and
5. If grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
6. Beneficiary is absolved from any and all liability for failure to enforce collection of the runs until such collection efforts are begun.

ARTICLE IV.

SECURITY AGREEMENT

Grantor hereby grants unto Beneficiary a security interest in each, every and all properties described above, to the extent of Grantor's ownership in same. In the event of default by Grantor, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a secured party under the Texas UCC. In exercising its remedies, Beneficiary may proceed against the items of real or personal property separately or together.

The rights, powers and remedies granted herein shall be cumulative. In the event of default, Grantor covenants and agrees with Beneficiary as follows:

1. Grantor waives any notice of sale or other disposition of the mortgaged property, except as to any notice which cannot be waived, Grantor agrees that a notice mailed at least five days before the time of sale and disposition shall be deemed reasonable and fully satisfy any requirement for the giving of notice; and
2. Grantor is given the right to transfer, at any time, to itself or its nominee, the mortgaged property and any income, proceeds or benefits attributable thereto and hold the same as security; all rights to the marshalling of assets of Grantor are expressly waived by Grantor; and
3. All expenses of preparing for sale or other disposition, selling or disposing incurred by Beneficiary, including attorney's fees shall be added to the indebtedness and Grantor shall be liable for payment of same; and

4. Beneficiary may exercise its rights under the Uniform Commercial Code, but such election shall not preclude Beneficiary from exercising other remedies; and
5. Any copy of this Deed of Trust, Security Agreement and Financing Statement may serve as a Financing Statement, under the Uniform Commercial Code.

ARTICLE V.

ASSIGNMENT OF PRODUCTION

1. In addition to the conveyance to the Trustee herein made, Grantor does hereby transfer, assign, deliver and convey unto Beneficiary, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the mortgaged property and attributable to the interest of Grantor; Grantor hereby directs any purchaser now or hereafter taking any production from the mortgaged property to pay to Beneficiary such proceeds derived from the sale thereof and to continue to make payment directly to Beneficiary until notified in writing by Beneficiary to discontinue the same; and the purchaser shall not be required to see to the application of such proceeds. Grantor further agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Beneficiary, or any other party to have such proceeds paid to Beneficiary.
2. Grantor authorizes and empowers Beneficiary to receive, hold and collect all sums of money paid to Beneficiary in accordance with this Assignment, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Beneficiary, save and except as to good faith in receiving and applying said sums. All payments shall be paid promptly to Mortgagee, and any provision contained in any note evidencing said indebtedness or any part thereof to the contrary notwithstanding, Beneficiary may apply the same or so much thereof as it elects to the payment of the indebtedness secured hereby; application to be made in such manner as it may elect.
3. It is understood and agreed that should payments provided for by this Assignment be less than the sum or sums due on said indebtedness, such sum or sums then due shall be paid by Grantor.
4. Grantor remit to Beneficiary all the proceeds of any sale of oil, gas and other minerals produced, saved or sold from the mortgaged property, which under the terms hereof should have been remitted to Beneficiary, if, as and when received by Grantor.

ARTICLE VI.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
   a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

ARTICLE VII.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; and interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context required, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:
    The debt evidenced by the note described above is secured by this Deed of Trust, Security Agreement and Financing Statement.

14. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of Trust immediately payable. In that event, Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty (30) days after notice to Grantor; Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or creation of a purchase-money security interest for household appliances; (b) transfer by devise, descent, or operation of law on the death of a joint tenant; and (c) grant of a leasehold interest of three years or less without an option to purchase.

15. This conveyance is also made in trust to secure and enforce the payment of all other indebtedness of the maker of said note to Beneficiary presently existing or which may in any manner or means hereafter be incurred by the maker of said note and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries or any other method or means, it being expressly agreed and understood that any and all sums now owed to or hereafter advanced by said Beneficiary to the maker of said note shall be payable at **EAST TEXAS NATIONAL BANK of Palestine, Texas**, and shall bear interest as may be provided in such notes or other evidences of indebtedness given by the maker of said note to said Beneficiary, and this instrument is also executed for the purpose of securing and enforcing the payment of any renewal and extension of any note, and including any further loans and advancements made by said Beneficiary to the maker or makers of this note under the provisions hereof. The fact of repayment of all indebtedness of the maker of said note to said Beneficiary shall not terminate this mortgage unless the same be so released by said Beneficiary at the request of the maker or makers of this note, but otherwise it shall remain in full force and effect to secure all future advances and indebtedness, regardless of any additional security that may be taken as to any past or future indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder.

16. In addition to creating a deed of trust lien on all the real and other property described above, Grantor also grants to Beneficiary a security interest in all property other than the realty pursuant to the Texas Uniform Commercial Code.

17. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the property may be sold as a whole at Beneficiary's option and that the property need not be present at the place of sale.

18. Grantor will be in default under the terms of this note and the deed of trust securing such if any one or more of the following events occur: (a) Grantor fails to make a payment on this note in full when due; (b) Grantor fails to make a payment in full when due on any other debt owed to the Payee; (c) Grantor (both or all of them if more than one individual Grantor, but not applicable if Grantor is not a natural person) dies or is declared incompetent; (d) Grantor generally fails to pay Grantor's (any Grantor if more than one subscribes hereinbelow) debts as they become due; (e) Grantor fails to keep any other promise contained in this note, any other note, any other written agreement with the Payee, including any security agreement; (f) Any statement of fact made on an application for credit or any other written agreement with the Payee appears to be untrue at the time it was made; (g) Any other creditor attempts, with or without legal process, to gain possession or control of any property or money of Grantor (any Grantor if more than one scribes hereinbelow); (h) Grantor transfers a significant part of Grantor's (any Grantor if more than one subscribes hereinbelow) money or property; (i) Grantor (any Grantor if more than one subscribes hereinbelow) files for relief from Grantor's debts (or an application is filed against Grantor for involuntary relief) under the UNITED STATES BANKRUPTCY CODE; (j) Grantor deems itself insecure for any reason whatsoever; (k) If at any time the property is utilized for the storage of hazardous waste products or is being polluted or there is engagement in any type of hazardous activity which could incur liability upon Grantor or subsequently upon Payee, under the Superfund Act, 42 U.S.D. Sec. 9601, et seq, the

Resource, Conservation, and Recovery Act of 1976, or by other similar federal or state laws; or (l) If a fact appears or any event occurs which causes the Payee to consider Payee insecure. PAYEE HEREIN IN NO WAY REPRESENTS TO GRANTOR THAT PAYEE HAS THE RIGHT TO EXERCISE ANY FORECLOSURE REMEDIES OR LEGAL REMEDIES SHOULD AN AUTOMATIC STAY ORDER BE ISSUED BY A BANKRUPTCY COURT. PAYEE ACKNOWLEDGES THAT ANY ISSUED STAY ORDER FROM A BANKRUPTCY COURT WOULD SUPERSEDE THE TERMS OF THIS DOCUMENT.

THE WRITTEN "LOAN AGREEMENTS" (AS HEREINAFTER DEFINED) REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

The term "Loan Agreements" as used above includes the following documents of even date herewith: Oil and Gas Promissory Note, together with all other written promises, agreements, undertakings, commitments or other documents, or any combination of those actions or documents that Borrower may have signed or received with respect to the loan from the financial institution evidenced by the Note; but the term "Loan Agreements" expressly excludes any promise, promissory note, agreement, undertaking, document or commitment relating to (a) a credit card or charge card; or (b) an open-end account (as defined in Article 5069-1.01, Vernon's Texas Civil Statutes) intended or used primarily for personal, family or household use.

EXECUTED this 25th day of April, 1995.

JAMES H. DAVIS
d/b/a JD MINERALS

THE STATE OF TEXAS }
COUNTY OF ANDERSON }

This instrument was acknowledged before me on the 25th day of April, 1995, by James H. Davis, in the capacity stated.

JEAN E. MUDDERMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 23, 1996

Notary Public in and for the State of Texas

After recording, please return to:
JACKSON HANKS, P.C.
Post Office Box 2458
Palestine, Texas 75802

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, HOLMES P. MCLISH, also known as H. P. MCLISH, individually as d/b/a SECURITY RESOURCES CORPORATION (hereinafter "Assignor"), 633 17th St., Suite 1910, Denver, CO 80202, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, provisions, conditions and/or limitation set forth herein, does hereby sell, transfer and assign unto HS RESOURCES, INC., a Delaware Corporation, 1999 Broadway, Suite 3600, Denver, CO 80202 an undivided 60% of Assignors' right, title and interest in and to the oil and gas leases described in Exhibit "1", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming. Assignor covenants and agrees to forever warrant and defend the title to all leases described on Exhibit "1" against the lawful claims and demands of all persons whomsoever claiming or to claim the same, by, through or under Assignors, but not otherwise.

ASSIGNOR hereby excepts, reserves, and retains an undivided 6.25% of 8/8ths overriding royalty, free and clear of any liens, mortgages or other encumbrances, from the Oil and Gas Leases described on Exhibit "1" attached hereto. If Assignor's interest in the above described Oil and Gas Leases is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately. This Assignment is made subject to the terms and conditions of that certain Participation Agreement dated February 15, 1995 by and between HS Resources, Inc. and Holmes P. McLish.

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, their 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 interest the terms and provisions thereof.

ASSIGNEE, by acceptance of this Assignment, hereby assumes and agrees to pay, perform or carry, as the case may be, its proportionate part of any existing royalties, overriding royalties, rentals, production payments, other payments out of or with respect to production and all other liens, lease burdens and encumbrances to the extent of its proportionate interest.

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 16th day of February, 1995.

"ASSIGNORS"

HOLMES P. MCLISH
aka H. P. MCLISH

SECURITY RESOURCES CORPORATION

By: _____

"ASSIGNEE" 251983

HS RESOURCES, INC.

By: Janet W. Pasque
Janet W. Pasque
Attorney-in-fact

RECORDED May 5, 1995 4:35 PM
IN BOOK 121 PAGE 370
FEES 5.00
SUBLETTE COUNTY CLERK
By Cathy Sosston

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of February, 1995 by Holmes P. McLish, aka H. P. McLish.

Witness my hand and official seal.

W. Clifton Arbuckle
Notary Public

My commission expires 1-9-96

W. Clifton Arbuckle
3237 SO. Richfield St.
Aurora, CO 80013

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of February, 1995 by Holmes P. McLish of Security Resources Corporation a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

W. Clifton Arbuckle
Notary Public

My commission expires 1-9-96

W. Clifton Arbuckle
3237 SO. Richfield St.
Aurora, CO 80013

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 16th day of February, 1995, personally appeared before me Janet W. Pasque who being by me duly sworn did say that she is the Attorney-in-fact of HS Resources, Inc. and by its authority said Janet W. Pasque acknowledged to me that HS Resources, Inc. executed the same.

Connie A Lungren
Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

My Commission Expires: 8/27/97

EXHIBIT "1"

Attached to and made a part of that certain Partial Assignment of Oil & Gas Leases dated February 16, 1995 from Holmes P. McLish, as Assignor and HS Resources, Inc., as Assignee

N. PINEDALE PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
WYW130234	H. P. MCLISH	09/01/93	08/31/03	Township 33 North, Range 109 West Sec. 5: SW/4, SW/4SE/4 Sec. 6: SE/4 Sec. 7: Lots 2-4, E/2, E/2W/2 Sec. [redacted] Sec. 17: N/2NE/4	1,669.79	1,669.79		
WYW128254	ANN M. TRUJILLO	01/01/93	12/31/02	Township 33 North, Range 110 West Sec. 1: Lots 2-4, S/2N/2, SW/4, N/2SE/4, SW/4SE/4,N/2SE/4SE/4 SW/4SE/4SE/4 Sec. 2: Lots 1-4,S/2N/2,S/2 Sec. 3: Lots 1-4,S/2NE/4,SE/4NW/4,NE/4SW/4,SE/4 Sec. 10: E/2E/2, Sec. 11: All	2,519.83	2,519.83		
WYW128255	ANN M. TRUJILLO	01/01/93	12/31/02	Township 33 North, Range 110 West Sec. 12: S/2NE/4NE/4,W/2NE/4 SE/4NE/4,W/2,SE/4 Sec. 13: All Sec. 14: All Sec. 15: E/2E/2	2,060.00	2,060.00		
WYW130969	ANN M. TRUJILLO	12/01/93	11/30/03	Township 33 North, Range 110 West Sec. 24: All Sec. 25: All	1,280.00	1,280.00		
MARION K. COLE	H. P. MCLISH	09/12/94	09/12/99	Township 33 North, Range 109 West Sec. 6: Lot 2(39.84) Township 34 North, Range 109 West Sec. 31: NE/4SW/4, SE/4 Sec. 32: SW/4	399.84	66.64	11/15/94	99/696
BARBARA JEAN SELLS	H. P. MCLISH	09/12/94	09/12/99	Township 33 North, Range 109 West Sec. 6: Lot 2(39.84) Township 34 North, Range 109 West Sec. 31: NE/4SW/4, SE/4 Sec. 32: SW/4	(399.84)	66.64	11/15/94	99/698

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EXHIBIT "1"

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
EDWARD F. STEELE, JR.	H. P. MCLISH	09/12/94	09/12/99	Township 33 North, Range 109 West Sec. 6: Lot 2(38.94) Township 34 North, Range 109 West Sec. 31: NE/4SW/4, SE/4 Sec. 32: SW/4	(399.84)	199.92	11/15/94	99/694
RUTH ANN STEELE	H. P. MCLISH	09/12/94	09/12/99	Township 33 North, Range 109 West Sec. 6: Lot 2(38.94) Township 34 North, Range 109 West Sec. 31: NE/4SW/4, SE/4 Sec. 32: SW/4	(399.84)	66.64	11/15/94	99/721
WYW130970	ANN M. TRUJILLO	12/01/93	11/30/03	Township 34 North, Range 109 West Sec. 4: Lot 4 Sec. 9: E/2SW/4,SE/4	281.85	281.85		
WYW131468	ANN M. TRUJILLO	04/01/94	03/31/04	Township 34 North, Range 109 West Sec. 17: W/2NW/4,SE/4NW/4,SW/4,W/2SE/4 Sec. 18: E/2E/2,NW/4SE/4 Sec. 19: NE/4SE/4 Township 34 North, Range 110 West Sec. 24: NE/4NE/4 Sec. 27: W/2W/2	800.00	800.00		
WYW128256	ANN M. TRUJILLO	01/01/93	12/31/02	Township 34 North, Range 110 West Sec. 33: N/2NE/4,SE/4NE/4,NE/4SE/4 Sec. 34: NW/4NE/4,S/2N/2,NW/4NW/4,S/2 Sec. 35: NW/4NE/4,S/2N/2,S/2	1,240.00	1,240.00		
WYW133769	ANN M. TRUJILLO	10/01/94	09/30/04	Township 35 North, Range 109 West Sec. 19: Lots 2-4,6,7,SE/4NW/4,E/2SW/4,S/2SE/4	399.48	399.48		

373

EXHIBIT "1"

MERNA PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
WYW131475	ANN M. TRUJILLO	02/01/94	01/31/2004	Township 34 North, Range 112 West Sec. 3: NE/4SE/4 Sec. 12: NE/4SE/4 Sec. 14: NW/4NE/4,N/2NW/4 Sec. 18: E/2SE/4 Sec. 19: Lots 2-4,E/2,SE/4NW/4,E/2SW/4 Sec. 29: All Sec. 30: Lots 1-4,E/2,E/2W/2 Sec. 31: Lots 1-4,E/2,E/2W/2	2,750.37	2,750.37		
WYW131553	ANN M. TRUJILLO	04/01/94	03/31/2004	Township 35 North, Range 110 West Sec. 1: Lots 1-4,S/2N/2,S/2 Sec. 2: Lots 1-4,S/2N/2,S/2	1,273.12	1,273.12		
WYW131469	ANN M. TRUJILLO	02/01/94	01/31/2004	Township 35 North, Range 110 West Sec. 3: Lots 1-4,S/2N/2,S/2 Sec. 4: Lots 1-4,S/2N/2,N/2SW/4,SE/4SW/4,SE/4 Sec. 5: Lot 4,SW/4NW/4,W/2SW/4 Sec. 6: Lots 1-7,S/2NE/4,SE/4NW/4,E/2SW/4,SE/4	1,992.14	1,992.14		
WYW131472	ANN M. TRUJILLO	02/01/94	01/31/2004	Township 35 North, Range 111 West Sec. 6: NE/4SW/4,W/2SE/4,SE/4SE/4 Sec. 8: W/2SW/4 Sec. 17: N/2NW/4	320.00	320.00		
WYW131555	ANN M. TRUJILLO	04/01/94	03/31/2004	Township 35 North, Range 112 West Sec. 8: SE/4NW/4	40.00	40.00		
WYW131473	ANN M. TRUJILLO	02/01/94	01/31/2004	Township 35 North, Range 112 West Sec. 20: NE/4NW/4,S/2NW/4,SW/4 Sec. 28: N/2 Sec. 29: NE/4	760.00	760.00		
WYW134439	ANN M. TRUJILLO	11/01/94	10/31/2004	Township 36 North, Range 110 West Sec. 20: S/2NE/4 Sec. 26: S/2 Sec. 27: SE/4 Sec. 33: N/2,N/2SW/4,SE/4SW/4,SE/4 Sec. 34: All Sec. 35: W/2,SE/4	2,280.00	2,280.00		

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EXHIBIT "1"

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
WYW131474	ANN M. TRUJILLO	02/01/94	01/31/2004	Township 36 North, Range 112 West Sec. 2: Lots 3,4,SW/4NE/4,S/2NW/4 Sec. 3: Lots 1,2,S/2NE/4 Sec. 4: Lots 2-4,S/2NW/4 Sec. 23: NE/4 Sec. 25: SE/4SW/4,SW/4SE/4 Sec. 27: E/2NE/4 Sec. 30: SE/4 Sec. 31: E/2NW/4,SE/4	1,267.46	1,267.46		

375

EXHIBIT "1"

Attached to and made a part of that certain Participation Agreement dated February 10, 1995 by and between HS Resources, Inc. and Holmes P. McLish

S. JONAH PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DAT	BK/PAGE	
WYW133762	ANN M. TRUJILLO	10/01/94	09/30/2004	Township 27 North, Range 109 West Sec. 1: Lots 1-4,S/2N/2,S/2 Sec. 2: Lots 1-4,S/2N/2,S/2 Sec. 11: NE/4NE/4,S/2NE/4,SE/4 Sec. 24: NW/4	1,721.76	1,721.76			
WYW133764	ANN M. TRUJILLO	10/01/94	09/30/2004	Township 27 North, Range 109 West Sec. 13: SW/4,N/2SE/4 Sec. 14: NE/4,E/2NW/4,SW/4 Sec. 23: E/2W/2 Sec. 25: W/2,SE/4 Sec. 26: All	1,920.00	1,920.00			
WYW133765	ANN M. TRUJILLO	10/01/94	09/30/2004	Township 27 North, Range 109 West Sec. 13: S/2SE/4 Sec. 24: E/2	400.00	400.00			

37a

EXHIBIT "1"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated February 16, 1995 from Holmes P. McLish, as Assignor to HS Resources, Inc. , as Assignee

S. JONAH PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
WYW133063	ANN M. TRUJILLO	08/01/94	07/31/2004	Township 27 North, Range 108 West Sec. 21: All Sec. 27: All Sec. 28: N/2 Sec. 29: NW/4 Sec. 34: N/2	2,080.00	1,040.00		
WYW133064	ANN M. TRUJILLO	08/01/94	07/31/2004	Township 27 North, Range 108 West Sec. 25: All Sec. 26: NE/4NE/4,S/2NE/4,NW/4,S/2 Sec. 35: N/2,SW/4	1,720.00	860.00		

377

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, SECURITY RESOURCES CORPORATION (hereinafter "Assignor"), 633 17th St., Suite 1910, Denver, CO 80202, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, provisions, conditions and/or limitation set forth herein, does hereby sell, transfer and assign unto HS RESOURCES, INC., a Delaware Corporation, 1999 Broadway, Suite 3600, Denver, CO 80202 an undivided 60% of Assignors' right, title and interest in and to the oil and gas leases described in Exhibit "1", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming. Assignor covenants and agrees to forever warrant and defend the title to all leases described on Exhibit "1" against the lawful claims and demands of all persons whomsoever claiming or to claim the same, by, through or under Assignors, but not otherwise.

ASSIGNOR hereby excepts, reserves, and retains an undivided 4.75% of 8/8ths overriding royalty, free and clear of any liens, mortgages or other encumbrances, from the Oil and Gas Leases described on Exhibit "1" attached hereto. If Assignor's interest in the above described Oil and Gas Leases is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately. This Assignment is made subject to the terms and conditions of that certain Participation Agreement dated February 15, 1995 by and between HS Resources, Inc. and Holmes P. McLish, individually and d/b/a Security Resources Corporation.

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, their 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 interest the terms and provisions thereof.

ASSIGNEE, by acceptance of this Assignment, hereby assumes and agrees to pay, perform or carry, as the case may be, its proportionate part of any existing royalties, overriding royalties, rentals, production payments, other payments out of or with respect to production and all other liens, lease burdens and encumbrances to the extent of its proportionate interest.

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 16th day of February, 1995.

"ASSIGNOR"

HOLMES P. MCLISH
aka H. P. MCLISH

"ASSIGNEE"

HS RESOURCES, INC.

By: Janet W. Pasque
Janet W. Pasque

251984

RECORDED May 5, 1995 4:25 PM
IN BOOK 101 OR PAGE 378
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Attorney-in-fact

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of February, 1995 by Holmes P. McLish, aka H. P. McLish.

Witness my hand and official seal.

W. Clifton Arbuckle
Notary Public

My commission expires 1-9-96

W. Clifton Arbuckle
3237 SO. Richfield St.
Aurora, CO 80013

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 16th day of February, 1995, personally appeared before me Janet W. Pasque who being by me duly sworn did say that she is the Attorney-in-fact of HS Resources, Inc. and by its authority said Janet W. Pasque acknowledged to me that HS Resources, Inc. executed the same.

Connie R. Wagers
Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

My Commission Expires: 8/27/97

EXHIBIT "1"

Attached to and made a part of that certain Partial Assignment of Oil & Gas Leases dated February 16, 1995 from Holmes P. McLish, as Assignor and HS Resources, Inc., as Assignee

S. JONAH PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE	
WYW133763	HIGH PLAINS ASSOC.	10/01/94	09/30/2004	Township 27 North, Range 109 West Sec. 12: SE/4	160.00	160.00			

380

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, HOLMES P. MCLISH, also known as H. P. MCLISH, individually as d/b/a SECURITY RESOURCES CORPORATION (hereinafter "Assignor"), 633 17th St., Suite 1910, Denver, CO 80202, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, pro visions, conditions and/or limitation set forth herein, does hereby sell, transfer and assign unto HS RESOURCES, INC., a Delaware Corporation, 1999 Broadway, Suite 3600, Denver, CO 80202 an undivided 60% of Assignors' right, title and interest in and to the oil and gas leases described in Exhibit "1", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming. Assignor covenants and agrees to forever warrant and defend the title to all leases described on Exhibit "1" against the lawful claims and demands of all persons whomsoever claiming or to claim the same, by, through or under Assignors, but not otherwise.

ASSIGNOR hereby excepts, reserves, and retains an undivided 3.33% of 8/8ths overriding royalty, free and clear of any liens, mortgages or other encumbrances, from the Oil and Gas Leases described on Exhibit "1" attached hereto. If Assignor's interest in the above described Oil and Gas Leases is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately. This Assignment is made subject to the terms and conditions of that certain Participation Agreement dated February 15, 1995 by and between HS Resources, Inc. and Holmes P. McLish.

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, their 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 interest the terms and provisions thereof.

ASSIGNEE, by acceptance of this Assignment, hereby assumes and agrees to pay, perform or carry, as the case may be, its proportionate part of any existing royalties, overriding royalties, rentals, production payments, other payments out of or with respect to production and all other liens, lease burdens and encumbrances to the extent of its proportionate interest.

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 16th day of February, 1995.

"ASSIGNORS"

HOLMES P. MCLISH
aka H. P. MCLISH

SECURITY RESOURCES CORPORATION

By: _____

"ASSIGNEE"

HS RESOURCES, INC.

By: Janet W. Pasque
Janet W. Pasque
Attorney-in-fact

251985

RECORDED May 5, 1995 4:25 PM
IN BOOK 101 Dtb PAGE 381
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sapton

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of February, 1995 by Holmes P. McLish, aka H. P. McLish.

Witness my hand and official seal.

W. Clifton Arbuckle
Notary Public

My commission expires 1-9-96

W. Clifton Arbuckle
3237 SO. Richfield St.
Aurora, CO 80013

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of February, 1995 by Holmes P. McLish of Security Resources Corporation a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

W. Clifton Arbuckle
Notary Public

My commission expires 1-9-96

W. Clifton Arbuckle
3237 SO. Richfield St.
Aurora, CO 80013

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 16th day of February, 1995, personally appeared before me Janet W. Pasque who being by me duly sworn did say that she is the Attorney-in-fact of HS Resources, Inc. and by its authority said Janet W. Pasque acknowledged to me that HS Resources, Inc. executed the same.

Connie R Wagers
Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

My Commission Expires: 8/27/97

EXHIBIT "1"

Attached to and made a part of that certain Partial Assignment of Oil & Gas Leases dated February 16, 1995 from Holmes P. McLish, as Assignor and HS Resources, Inc., as Assignee

N. PINEDALE PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
ST OF WYOMING 94-00296	ANN M. TRUJILLO	06/02/94	06/02/99	Township 34 North, Range 109 West Sec. 18: Lots 1,2,SE/4NW/4, NE/4SW/4	146.17	146.17		
ST OF WYOMING 94-00297	ANN M. TRUJILLO	06/02/94	06/02/99	Township 34 North, Range 109 West Sec. 36: All	640.00	640.00		
ST OF WYOMING 94-00295	ANN M. TRUJILLO	06/02/94	06/02/99	Township 34 North, Range 109 West Sec. 16: All	640.00	640.00		

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EXHIBIT "1"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated February 16, 1995 from Holmes P. McLish, as Assignor to HS Resources, Inc. , as Assignee

S. JONAH PROSPECT
Sublette County, Wyoming

LESSOR	LESSEE	LSEDATE	EXP DATE	DESCRIPTION	GR ACRES	NET AC	REC. DATE	BK/PAGE
ST OF WYOMING 94-00154	WLR, INC.	04/02/94	04/02/99	Township 27 North, Range 108 West Sec. 16: All	640.00	320.00		
ST OF WYOMING 94-00155	WLR, INC.	04/02/94	04/02/99	Township 27 North, Range 108 West Sec. 36: All	640.00	320.00		
ST OF WYOMING 94-00158	WLR, INC.	04/02/94	04/02/99	Township 27 North, Range 109 West Sec. 36: All	640.00	320.00		

384

385

251989

RECORDED May 8 1995 945A M
IN BOOK 101 O+G PAGE 385
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

ASSIGNMENT AND CONVEYANCE

Reference is made to all interests in real estate and oil, gas and other minerals, including, but not limited to, fee ownership therein, or any part thereof, royalties, leasehold interests and operating rights, overriding royalties, production payments, reversionary interests, contractual rights, partnership interests (including, but not limited to, Bergen Oil Company (1978), Bergen Oil Company (1981), Redfern & Herd Joint Venture, and any other partnership) and other similar interests owned by the John J. Redfern Jr. Estate.

NOW, THEREFORE, for sufficient consideration received, John J. Redfern III, Independent Executor, of the John J. Redfern Jr. Estate, P. O. Box 50896, Midland, Texas, 79710, hereinafter called Grantor, does hereby ASSIGN, GRANT, BARGAIN, SELL and CONVEY unto Rosalind Redfern, P. O. Box 2127, Midland, Texas, 79702, hereinafter called Grantee, all of Grantor's right, title and interest in and to the mineral and royalty interests, overriding royalties, production payments, oil and gas leases, working interests and operating rights, reversionary leasehold interests and contractual rights relating to such leasehold interests, fee ownership therein, or any part thereof owned by the Estate of John J. Redfern Jr., as reflected by the records of SUBLETTE COUNTY, WYOMING, and more particularly described on Exhibit "A", attached hereto and made a part hereof.

The interests in oil and gas leases assigned hereby are proportionately subject to all overriding royalty interests, operating agreements, gas purchase contracts, unitization agreements and other similar burdens which may affect the same and the oil, gas and mineral interests and/or royalty interests conveyed hereby are subject to any presently existing and valid oil, gas and mineral leases affecting the same, as reflected by the records of SUBLETTE COUNTY, WYOMING, with respect to each separate interest.

TO HAVE AND TO HOLD the Interests unto the Grantee, her heirs, personal representatives, successors and assigns, forever. This assignment is made without warranty express or implied and is subject to all valid instruments of record.

EXECUTED this 28th day of April, 1995, but effective as of March 1, 1995.

THE ESTATE OF JOHN J. REDFERN JR.

by: _____
John J. Redfern III
Independent Executor

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 28th day of April, 1995, by JOHN J. REDFERN III, in his capacity as Independent Executor of the Estate of John J. Redfern Jr., on behalf of such estate. He is known to me.

_____
Notary Public Signature

BRENDA D. BREWER
Notary's Printed or Typed Name

MY COMMISSION EXPIRES:

11-21-95

NOTARY PUBLIC STATE OF TEXAS
BRENDA D. BREWER
Notary Public, State of Texas
My Commission Expires 11-21-95

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that Assignment and Conveyance dated March 1, 1995 between John J. Redfern III, Independent Executor of the John J. Redfern Jr. Estate, as Grantor, and Rosalind Redfern, as Grantee.

1. Our File No.: SB9104
Lessor: USA #W-69890
Date: 1-01-80
Recording Data:
Description: T-30-N, R-115-W, 6th P.M., Sec. 36: Lots 1,2,3,4, W/2E/2, W/2, Sublette Co., WY

2. Our File No.: SB9105
Lessor: USA #W-69874
Date: 1-01-80
Recording Data:
Description: T-30-N, R-114-W, 6th P.M. Sec. 31: E/2E/2, Sublette Co., WY

3. Our File No.: SB9116
Lessor: USA #W-52404
Date: 12-01-75
Recording Data:
Description: T-29-N, R-114-W Sec. 12: All, Sublette Co., WY

4. Our File No.: SB9117
Lessor: USA #W-36438
Date: 10-01-72
Recording Data: Book 64, Page 168
Description: T-30-N, R-114-W Sec. 33: All Sec. 34: SW/4NE/4, W/2NW/4, SE/4NW/4, SW/4, W/2SE/4, Sublette Co., WY containing 1040 acres more or less

5. Our File No.: SB9127
Lessor: USA #W-79179
Date: 12-01-82
Recording Data:
Description: T-30-N, R-115-W Sec. 5: Lots 1,2,3,4, S/2N/2, S/2 Sec. 8: Lots 1,2,3,4, E/2, N/2NW/4, SE/4SW/4 Sec. 9: W/2 Sublette Co., WY containing 1529.21 acres more or less

6. Our File No.: SB9128
Lessor: USA #W-54161
Date: 4-01-76
Recording Data:
Description: Insofar as said lease covers T-29-N, R-114-W Sec. 19: E/2, Sublette Co., WY

7. Our File No.: SB9129
Lessor: USA #W-54162
Date: 4-04-76
Recording Data:
Description: T-29-N, R-114-W
Sec. 29: NE/4, Sublette Co., WY down to the base of the Dakota formation only.

8. Our File No.: SB9130
Lessor: USA #W-80232
Date: 4-01-79
Recording Data:
Description: T-29-N, R-115-W
Sec. 14: NE/4, E/2NW/4, S/2, Sublette Co., WY, down to the base of Dakota formation.

9. Our File No.: SB9131
Lessor: USA #W-62803
Date: 11-01-78
Recording Data:
Description: T-29-N, R-114-W
Sec. 6: Lots 3,4,5,6,7, SE/4NW/4, E/2SW/4; Sec. 7: Lots 1,2,3,4, E/2W/2; Sec. 18: Lots 1,2,3,4, E/2W/2; Sec. 26: E/2, E/2NW/4, SW/4NW/4, SW/4, Sublette Co., WY

10. Our File No.: SB9132
Lessor: USA #W-67196
Date: 4-01-79
Recording Data:
Description: T-29-N, R-115-W,
Sec. 1: All; Sec. 2: All;
Sec. 11: E/2, E/2W/2
Sublette Co., WY

11. Our File No.: SB9134
Lessor: USA #W-54163
Date: 4-01-76
Recording Data:
Description: T-29-N, R-114-W, 6th P.M.
Sec. 23: E/2
Sublette Co., WY

12. Our File No.: SB9136
Lessor: USA #W-49634
Date: 4-01-75
Recording Data:
Description: T-29-N, R-114-W
Sec. 8: All
Sublette Co., WY

13. Our File No.: SB9137
Lessor: USA #W-38887
Date: 3-31-73
Recording Data:
Description: T-29-N, R-114-W, 6th P.M.
Sec. 4: Lot 4, S/2NE/4, SW/4NW/4, S/2; Sec. 5: Lots 1,2,3, S/2N/2, S/2, Sublette Co., WY

14. Our File No.: SB9141
Lessor: USA #W-78475
Date: 5-31-74
Recording Data:
Description: T-29-N, R-114-W
Sec. 10: All; Sec. 15: E/2, Sublette Co., WY

[redacted] [redacted] [redacted]

15. Our File No.: SB9145
Lessor: USA #W-60620
Date: 4-01-76
Recording Data:
Description: T-29-N, R-114-W
Sec. 5: Lot 4; Sec. 6: Lots 1,2, S/2NE/4, SE/4; Sec. 7: E/2; Sec. 17: N/2; Sec. 18: SE/4 as to all depths in the Sections above. Sec. 9: SE/4SE/4; Sec. 17: S/2 Limited to 9340' or the base of the Dakota formation in the SE/4SE/4 of Sec. 9 & S/2 of Sec. 17 insofar as said lease covers the above lands, Sublette Co., WY

16. Our File No.: SB9146
Lessor: USA #W-59398
Date: 8-01-77
Recording Data:
Description: T-29-N, R-114-W
Sec. 18: NE/4
Sec. 20: All, insofar as said lease covers the above lands, Sublette Co., WY

17. Our File No.: SB9146
Lessor: St. of WY #76-0342
Date: 5-07-76
Recording Data:
Description: T-29-N, R-114-W
Sec. 16: All
Sublette Co., WY

18. Our File No.: SB9148
Lessor: USA #W-60621
Date: 4-01-76
Recording Data:
Description: T-29-N, R-114-W
Sec. 21: All, Sec. 28: All, Sublette Co., WY

19. Our File No.: SB9149
Lessor: USA #W-78476
Date: 4-01-75
Recording Data:
Description: T-29-N, R-114-W
Sec. 9: N/2
Sublette Co., WY

EXHIBIT "A"

20. Our File No.: 3SB9124
Lessor: USA #W-72861
Date: 10-01-81
Recording Data:
Description: T-37-N, R-113-W
Section 4: Lot 4
Section 5: Lots 1, 2
T-38-N, R-113-W
Section 29: N/2 NW/4 NW/4, S/2 SW/4 NW/4, SW/4, and S/2 SE/4
Section 30: Lot 1, 2, and E/2 NW/4
Section 33: NE/4 NE/4, SE/4 NW/4
Sublette Co. WY
535.42 acres more or less

21. Our File No.: KX402
Lessor: USA #W-69894
Date: 11-01-80
Recording Data:
Description: T-33-N, R-115-W
Sec. 23: SE/4
Sec. 24 '/2 SE/4, SW/4
Sec. 25: /2
Sublette Co. WY

22. Our File No.: 9SB9109
Lessor: USA W-74317
Date: 03-01-82
Recording Data: Book 69, Page 53
Description: T-30-N, R-113-W
Sec. 6: Lots 3, 4, 5, SE/4 NW/4, W/2 SE/4, SE/4 SE/4
Sec. 12: N/2 NW/4
Sec. 20: SW/4
Sublette Co. WY containing 525.17 acres more or less

23. Our File No.: 9SB9106
Lessor: USA #W-82343
Date: 02-01-83
Recording Data:
Description: T-30-N, R-113-W
Sec. 5: N/2 SE/4, SW/4 SE/4
Sec. 7: NE/4
Sublette Co. WY

24. Our File No.: 9SB9111
Lessor: USA #W-43213
Date: 02-01-74
Recording Data:
Description: T-30-N, R-113-W
Sec. 20: NW/4 NW'4, NE/4 NW/4
Sublette Co. WY
As to rights from the surface to the stratigraphic equivalent of 4354' as reached by the URC-Christmann Well No. 1-20 drilled in the NE/4 NW/4 of Sec. 20, T-30-N, R-113-W, Sublette Co. WY

[redacted] [redacted] [redacted]

RELEASE OF LIEN STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to Wyo. Stat. Ann., 1977, §§29-3-101 et seq., SST Energy Corporation filed a Lien Statement, dated June 25, 1993, recorded on June 30, 1993, as Instrument No. 242152, in Book 92 of Oil and Gas, at Pages 642 - 684 of the Sublette County Clerk records, against the owners named McIlnay Investments, Inc., Barry L. Snyder, Basin Exploration, Inc., John P. Albanese, W.P. Properties Corp., F.M.C. Corp., Northwest Pipeline, Williams Field Service, Bureau of Land Management and the following described real property, to-wit:

> Federal 2-31 Well in Sublette County, Wyoming, Federal Lease No. WYW 2690, located in the SE1/4, Section 31, Township 27 North, Range 111 West, Sublette County, Wyoming; Federal 1-31, Federal Lease No. WYW 2690, located in the NE1/4, Section 31, Township 27 North, Range 111 West, Sublette County, Wyoming; and Federal 3-31, Federal Lease No. WYW 2690, located in the SW1/4, Section 31, Township 27 North, Range 111 West. All three wells being located upon Federal Oil and Gas Lease No. WYW 2690 including Section 31, Lots 1 through 7 including NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4; Section 32, Lot 1, Township 27 North, Range 111 West, an area comprising 592.69 acres and accordingly this lien is also asserted against the lease and all properties to which these wells may have been communitized or pooled or included in a drilling unit or located upon the same Federal Lease.

and the parties having entered into a satisfaction of judgment and the lien claimant's lien having been paid.

NOW, THEREFORE in consideration of the satisfaction of judgment, SST Energy Corporation, as Lien Claimant, does hereby release the Lien Statement in full.

IN WITNESS WHEREOF the undersigned has executed this Release of Lien Statement on this 28th day of ~~March~~ April, 1995.

251990

RECORDED May 8 1995 9:50 AM
IN BOOK 191 OF 046 PAGE 390
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

LIEN CLAIMANT:

SST Energy Corporation

By: Kyle Swingle
KYLE SWINGLE, Manager

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Kyle Swingle this 28th day of ~~March~~ April, 1995.

Witness my hand and official seal.

DOROTHY RUTZ Notary Public
County of Natrona State of Wyoming
My Commission Expires Aug 16, 1997
My Commission Expires:
8-16-97

Notary Public

390

391

RELEASE OF LIEN STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to Wyo. Stat. Ann., 1977, §§29-3-101 et seq., SST Energy Corporation filed a Lien Statement, dated June 27, 1993, recorded on June 21, 1993, as Instrument No. 242031, in Book 92 of Oil and Gas, Pages 420 - 462 of the Sublette County Clerk Records, against the owners named McIlnay Investments, Inc., Barry L. Snyder, Basin Exploration, Inc., John P. Aibanese, W.P. Properties Corp., F.M.C. Corp., Northwest Pipeline, Williams Field Service, Bureau of Land Management and the following described real property, to-wit:

> Federal 2-31 well in Sublette County, Wyoming, Federal Lease No. WYW2690, located in the SE1/4, Section 31, Township 27 North, Range 111 West, Sublette County, Wyoming.

and the parties having entered into a satisfaction of judgment and the lien claimant's lien having been paid.

NOW, THEREFORE in consideration of the satisfaction of judgment, SST Energy Corporation, as Lien Claimant, does hereby release the Lien Statement in full.

IN WITNESS WHEREOF the undersigned has executed this Release of Lien Statement on this 28th day of ~~March~~ April, 1995.

251991

LIEN CLAIMANT:

SST Energy Corporation

By: Kyle H Swingle
KYLE SWINGLE, Manager

RECORDED MAY 8, 1995 950 AM
IN BOOK 92 OF O&G PAGE 391
FEES 6.00
SUBLETTE COUNTY CLERK
By Tracey L Fields

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Kyle Swingle this 28th day of ~~March~~ April, 1995.

Witness my hand and official seal.

Notary Public

My Commission Expires:

DOROTHY RUIZ Notary Public
County of Natrona
State of Wyoming
My commission Expires Aug 16, 1997

[redacted] [redacted] [redacted]

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (*"Assignment"*), effective as of August 1, 1994 at 7:00 a.m., Mountain Standard Time (the *"Effective Date"*), is made by WESTERN OIL REFINING COMPANY, a Wyoming corporation, whose address is P.O. Box 391, Kemmerer, Wyoming 83101 (*"Assignor"*), and ENRON OIL & GAS COMPANY, a Delaware corporation whose address is 1625 Broadway, #1300, Denver, Colorado 80202 (*"Assignee"*).

NOW THEREFORE, 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, Assignor does hereby grant, bargain, sell, assign, convey, transfer, and deliver unto Assignee, all of Assignor's right, title and interest in, to and under or derived from the following (collectively called the *"Assets"*):

1. All of Assignor's right, title and interest in and to the oil, gas and mineral leasehold, fee mineral interests and other real property and mineral interests located in T. 27, 28 and 29 N., R. 113 W. and T. 28 N., R. 114 W., Sublette County, Wyoming including, without limitation, those described in Exhibit A (*"Working Interests"*), and the royalty, overriding royalty, production payment or similar estates located in T. 27, 28 and 29 N., R. 113 W. and T. 28 N., R. 114 W., Sublette County, Wyoming including, without limitation, those described in Exhibit A (*"Royalty Interests"*), together with all of Assignor's right, title and interest in respect of any pooled, communitized or unitized acreage of which any such Working Interest or Royalty Interest is a part (collectively, the *"Subject Interests"*);

2. To the extent the same are attributable or allocable to the Subject Interests, all of Assignor's right, title and interest in and to:

a. all wells, equipment and facilities which are located on or used in connection with the production, treatment or transportation of oil and gas from the Subject Interests;

b. all oil, gas and other hydrocarbon volumes attributable to the Subject Interests on or after the Effective Date;

c. to the extent the same are assignable or transferrable by Assignor without restriction under applicable law or third-party agreements, all orders, contracts, agreements and other instruments (including, without limitation, the agreements listed on Exhibit D);

d. to the extent the same are assignable or transferrable by Assignor under the applicable agreements, all rights of Assignor under any indemnities or warranties of Assignor's predecessors in title with respect to the Subject Interests;

252030

RECORDED May 10, 1995 11:25AM
BOOK 101 Oil PAGE 392
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

e. all easements, licenses, orders, authorizations, permits and similar rights and interests; and

f. all other rights, privileges, benefits and powers conferred upon the owner and holder of the Subject Interests;

3. To the extent the same are attributable or allocable to the Subject Interests, originals, to the extent available, or copies of the following records: (i) lease, title and land records, (ii) operations, production and engineering records, (iii) facility and well records, and (iv) financial, tax and accounting records, excluding, however, any of such records subject to or relating to attorney/client privilege and any such records that are not assignable (without the payment of any funds or other consideration) pursuant to the terms of applicable law or third-party agreements (collectively, the *"Records"*);

4. All right, title and ownership interest in any seismic data, well database, mapping and exploration studies, together with any other geological and geophysical records and information that is allocable or attributable to the Subject Interests, excluding, however, any of such data subject to or relating to attorney/client privilege and any such data that are not assignable (without the payment of any funds or other consideration) pursuant to the terms of applicable law or third-party agreements (collectively, the *"Data"*);

5. All right, title and interest in the camp depicted on Exhibit B, including, without limitation, all houses, warehouses and garages (*"Camp"*); and

6. The vehicles, equipment, pipe, tools and other property owned by Assignor and listed on Exhibit C.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever.

This Assignment is made without warranty of title, either express or implied, except that Assignor warrants that there have been no transfers, exchanges, assignments, conveyances or encumbrances of the Subject Interests by, thrc- gh or under Assignor, but not otherwise. To the extent transferable, Assignor conveys to Assignee the benefit of and the right to enforce all covenants and warranties, which Assignor is entitled to enforce with respect to the Subject Interests, including full substitution and subrogation of all prior rights in warranty, and the benefit of and the right to enforce all rights accruing under statutes of limitation or prescription.

ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR,

OTHER THAN AS OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, ANY EXPRESS OR IMPLIED WARRANTY OF TITLE. ASSIGNOR ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY WITH RESPECT TO THE COMPLETENESS AND ACCURACY OF ANY INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE, CONDITION, OR STATE OF REPAIR OF ANY OF THE ASSETS OR THE PRICES WHICH ASSIGNEE WILL BE ENTITLED TO RECEIVE FROM PRODUCTION FROM THE ASSETS.

This Assignment is subject to the terms of a Plan of Reorganization and Purchase and Sale Agreement dated November 23, 1994 between Assignor and Assignee. Assignee shall assume and agree to fulfill, perform, pay and discharge all duties, obligations and liabilities of Assignor incurred or arising after the date of execution of this Assignment under all valid and existing agreements, contracts and other instruments heretofore disclosed by Assignor to Assignee or reflected of record under which Assignor was bound or liable, or to which Assignor was subject, on the date of execution of this Assignment in connection with Assignor's ownership of the Assets, other than duties, obligations and liabilities of Assignor arising under or in connection with this Assignment and the transactions contemplated hereby.

Separate assignments of the Working Interests and Royalty Interests that cover federal lands will be executed on official approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

This Assignment is expressly made subject to any and all other valid and existing contracts, easements and other instruments affecting the Subject Interests, or any part thereof as shown of record, together with any and all existing overriding royalty interests and other interests payable out of production from the Working Interests, or any part thereof, as shown of record.

Assignor agrees to execute, acknowledge and deliver all such additional deeds, assignments, division orders, transfer orders, letters in lieu of transfer orders, bills of sale and records, and take such action as Assignee may reasonably deem necessary or desirable, in order to more effectively convey and transfer to Assignee the Assets or effectuate the intent of this Assignment.

This Assignment shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the respective parties hereto.

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.

THIS ASSIGNMENT is executed on the 22nd day of December, 1994, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

ATTEST:

Spencer L. Cardin

WESTERN OIL REFINING COMPANY,
a Wyoming corporation

By: P. J. Quealy III
Patrick J. Quealy, III
President

ASSIGNEE:

ATTEST:

_____

ENRON OIL & GAS COMPANY
a Delaware corporation

By: Andrew C. Morris
Andrew C. Morris
Attorney-in-Fact

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 22nd day of December, 1994, by Patrick J. Quealy, III, as President of Western Oil Refining Company, on behalf of said corporation.

Witness my hand and official seal.

Carolyn Gunter
Notary Public

My Commission Expires:

_____
(Seal)

Carolyn Gunter
County of
Lincoln
My Commission Expires:
Notary Public
State of
Wyoming
Mar. 29, 1995

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

The foregoing instrument was acknowledged before me this 27th day of December, 1994, by Andrew C. Morris, as Attorney-in-Fact of Enron Oil & Gas Company, on behalf of said corporation.

Witness my hand and official seal.

Nancy R. Kranzow
Notary Public

My Commission Expires:

12/15/97
(Seal)

EXHIBIT "A-1"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated December 27, 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor, and Enron Oil & Gas Company, Assignee.

1) DATE: March 1, 1950
LESSOR: E-0256494
LESSEE: Western Oil Refining Co.
RECORDED: Book 89, Page 132
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 9 : W/2NE/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
RECORD TITLE: 100%
ROYALTY: 12.5%
LEASE BURDENS: 3.0%
ENRON LEASE NUMBER: 0050135-000

2) DATE: March 1, 1950
LESSOR: E-026191
LESSEE: Western Oil Refining Co.
RECORDED: Book 89, Page 132
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 4 : SE/4SW/4, SW/4SE/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
ROYALTY: 12.5%
LEASE BURDENS: 9.25%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050136-000

3) DATE: June 16, 1936
LESSOR: State of Wyoming ST-WY-0-847
LESSEE: Joseph A. Minton
RECORDED: Book 89, Page 370
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 16: All, limited in depth from the surface to 1500' above the top of the Frontier Formation.
WORKING INTEREST: 100%
ROYALTY: 12.5%
LEASE BURDENS: 2.5%
ENRON LEASE NUMBER: 0050140-000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

4) DATE: June 20, 1932
LESSOR: E-09561-A
LESSEE: Western Slope Oil & Refining Company
RECORDED: Book 89, Page 65
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 17: E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, all lands in Sections 17 & 20, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
ROYALTY: 5.0%
LEASE BURDENS: 13.91666%
ENRON LEASE NUMBER: 0050141-000

5) DATE: January 1, 1940
LESSOR: E-021978
LESSEE: Fred J. Hischier
RECORDED: Book 89, Page 119
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 4: SW/4SW/4
Section 9: NW/4, E/2SW/4, W/2SE/4, all lands in Sections 4 & 9, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
RECORD TITLE: 100%
ROYALTY: Oil: 12.5% to 32%
Gas: 12.5% to 16 2/3%
LEASE BURDENS: 3.0%
ENRON LEASE NUMBER: 0050142-000

6) DATE: January 1, 1940
LESSOR: E-07555
LESSEE: Fred J. Hischier
RECORDED: Book 89, Page 70
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 9: W/2SW/4, limited in depth from the surface to 1500'above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
RECORD TITLE: 100%
ROYALTY: Oil: 12.5% to 32%
Gas: 12.5% to 16 2/3%
LEASE BURDENS: 3.0%
ENRON LEASE NUMBER: 0050143-000

7) DATE: December 29, 1939
LESSOR: E-07671-B
LESSEE: North LaBarge Oil Company
RECORDED: Book 89, Page 125
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 8: N/2, SW/4, limited in depth from the surface to 1500'above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
RECORD TITLE: 100%
ROYALTY: Oil: 12.5% to 33 1/3% of 30 degrees Baume or greater
Oil: 12.5% to 25% less than 30 degrees Baume
Gas: 12.5% to 16 2/3%
LEASE BURDENS: 3.5%
ENRON LEASE NUMBER: 0050145-000

8) DATE: December 29, 1939
LESSOR: E-07671-A
LESSEE: North LaBarge Oil Company
RECORDED: Book 89, Page 125
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 8: SE/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
RECORD TITLE: 100%
ROYALTY: 5.0%
LEASE BURDENS: 10.0%
ENRON LEASE NUMBER: 0050144-000

9) DATE: January 1, 1940
LESSOR: W-48907
LESSEE: E.J. Long and H.A. Lewis
RECORDED: Book 89, Page 76
DESCRIPTION: **TRACT 1**
Township 27 North - Range 113 West, 6th P.M.
Section 5: S/2S/2, N/2SW/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OPERATING RIGHTS: 100%
ROYALTY: Oil: 12.5% to 32%
Gas: 12.5% to 16 2/3%
LEASE BURDENS: 3%
TRACT 2
Township 27 North - Range 113 West, 6th P.M.
Section 5: Lots 2-4, S/2NW/4, limited in depth below 1,500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 2.0%

TRACT 3:
Township 28 North - Range 113 West, 6th P.M.
Section 33: SE/4NW/4
Township 27 North - Range 113 West, 6th P.M.
Section 5: Lot 2, All Sections limited in depth from the surface to 1,500' above the top of the Frontier Formation.

OVERRIDING ROYALTY: 6.0%
PRODUCTION PAYMENT: 5.0% in Section 33 lands & S/2, SWNE of Section 5 (Deep Zones)

TRACT 4:
Township 27 North - Range 113 West, 6th P.M.
Section 5: N/2SE/4, SW/4NE/4, limited in depth from the surface to 1,500' above the top of the Frontier Formation.

OVERRIDING ROYALTY: 6.0%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050147-000

10) DATE: October 16, 1939
LESSOR: E-010270-B
LESSEE: Joseph A. Minton
RECORDED: Book 89, Page 112
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 21: N/2N/2, limited in depth from the surface to 1500' above the top of the Frontier Formation.

OPERATING RIGHTS: 100%
ROYALTY: Oil: 12.5% to 33 1/3% of 30 degrees Baume or greater
Oil: 12.5% to 25% less than 30 degrees Baume
Gas: 12.5% to 16 2/3%
LEASE BURDENS: 2.88%
ENRON LEASE NUMBER: 0050133-000

11) DATE: April 23, 1935
LESSOR: E-09561-B
LESSEE: Western Slope Oil & Refining Company
RECORDED: Book 95, Page 762
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 17: W/2NW/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.

OPERATING RIGHTS: 100%
ROYALTY: Oil: 12.5% to 33 1/3% of 30 degrees Baume or greater
Oil: 12.5% to 25% less than 30 degrees Baume
Gas: 12.5% to 16 2/3%
LEASE BURDENS: 3.6667%
ENRON LEASE NUMBER: 0050148-000

12) DATE: June 1, 1947
LESSOR: E-022209
LESSEE: Patrick J. Quealy
RECORDED: Book 88, Page 789
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 33: Lot 1, 2, N/2SW/4; limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
ENRON LEASE NUMBER: 0050138-000

13) DATE: January 1, 1940
LESSOR: W-48904
LESSEE: E.J. Long and H.A. Lewis
DESCRIPTION: TRACT 1
Township 27 North - Range 113 West, 6th P.M.
Section 5: Lot 1, SE/4NE/4
Township 28 North - Range 113 West, 6th P.M.
Section 32: NE/4, NE/4SE/4, Lot 6
Section 33: SW/4NW/4, Sections 5, 32 & 33 limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
TRACT 2
Township 27 North - Range 113 West, 6th P.M.
Section 5: Lot 1, SE/4NE/4
Township 28 North - Range 113 West, 6th P.M.
Section 32: NE/4, All Sections limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 2.0%
RECORD TITLE: 100%
PRODUCTION PAYMENT: 5.0% in all except NE/4 of Section 32
ENRON LEASE NUMBER: 0050131-000

14) DATE: March 1, 1950
LESSOR: W-9653
LESSEE: Western Oil Refining Company
RECORDED: Book 89, Page 132
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 4: Lot 4, S/2NW/4, N/2SW/4, NW/4SE/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050139-000

15) DATE: July 1, 1947
LESSOR: W-048780
LESSEE: George H. Fletcher
RECORDED: Book 89, Page 89
DESCRIPTION: Township 27 North - Range 113 West, 6th P.M.
Section 4: Lots 2, 3, SW/4NE/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
ENRON LEASE NUMBER: 0050137-000

16) DATE: January 1, 1940
LESSOR: E-07538
LESSEE: E.J. Long and H.A. Lewis
RECORDED: Book 89, Page 76
DESCRIPTION: **TRACT 1**
Township 28 North - Range 113 West, 6th P.M.
Section 33: NW/4NW/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
TRACT 2
Township 28 North - Range 113 West, 6th P.M.
Section 33: NW/4NW/4, limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 2.0%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050130-000

17) DATE: January 1, 1940
LESSOR: W-0256491
LESSEE: E.J. Long and H.A. Lewis
RECORDED: Book 94, Page 151
DESCRIPTION: **TRACT 1**
Township 28 North - Range 113 West, 6th P.M.
Section 33: NE/4NW/4, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
TRACT 2
Township 28 North - Range 113 West, 6th P.M.
Section 33: NE/4NW/4, limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 2.0%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050146-000

18) DATE: July 1, 1948
LESSOR: E-020363
LESSEE: Susan J. Quealy
RECORDED: Book 342, Page 556

TRACT 1

DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 32: Lots 2, 5, limited in depth from the surface to 1500'above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%

TRACT 2

DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 32: Lots 2, 5, limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.75%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050092-000

19) DATE: October 1, 1948
LESSOR: E-022234
LESSEE: Carl Pfaff
RECORDED: Book 94, Page 432
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 20: Lot 5
Section 29: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4; Sections 20 & 29 limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.75%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050093-000

20) DATE: October 1, 1948
LESSOR: W-48905
LESSEE: Carl Pfaff
RECORDED: Book 94, Page 432
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 16: Lots 1-7
Section 17: NW/4NE/4
Section 20: Lots 2-4, S/2NW/4
Section 29: SW/4SE/4, SE/4SW/4, All sections limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.75%
RECORD TITLE: 100%
PRODUCTION PAYMENT: 5.0% in Section 16 lands only.
ENRON LEASE NUMBER: 0050126-000

[redacted] [redacted] [redacted]

21) DATE: July 1, 1948
LESSOR: E-0256492
LESSEE: Susan J. Quealy
RECORDED: Book 342, Page 556
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 21: Lot 7, Tracts 43 A&C
Section 28: Lots 2-4, 9-11, Tracts 50 B&D, Sections 21 & 28 limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.75%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050103-000

22) DATE: July 1, 1948
LESSOR: W-48908
LESSEE: Susan J. Quealy
RECORDED: Book 94, Page 142

TRACT 1

DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 32: Tract 53, limited in depth from the surface to 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%

TRACT 2

DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 17: Lots 1, 3-6, NW/4SE/4, SW/4NE/4
Section 21: Lots 1-6, 8, S/2NE/4, N/2SE/4, SE/4SE/4, Tract 43D
Section 28: Lots 1, 5-8, S/2SE/4, Tracts 50 A&C
Section 31: Lots 7, 8
Section 32: Tract 53, All Sections limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.75%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050128-000

404

23) DATE: September 1, 1946
LESSOR: E-022261
LESSEE: Lillian Stefonick
RECORDED: Book 89, Page 59
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 19: Lot 5, NW/4NE/4, S/2NE/4, SE/4
Section 31: E/2NE/4
Section 32: Lot 1, N/2NW/4, SW/4NW/4; all Sections limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.75%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050094-000

24) DATE: November 1, 1946
LESSOR: E-024353
LESSEE: Margaret Justheim
RECORDED: Book 94, Page 132
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 20: Lots 6-8, SW/4SE/4, E/2SW/4, Tract 43B, limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 2.5%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050099-000

25) DATE: November 1, 1946
LESSOR: W-48906
LESSEE: Margaret Justheim
RECORDED: Book 94, Page 132
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 20: NW/4SW/4, limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 2.5%
RECORD TITLE: 100%
ENRON LEASE NUMBER: 0050127-000

26) DATE: July 30, 1947
LESSOR: William J. McGinnis, etal
LESSEE: Western Oil Refining Company
RECORDED: Book 2, Page 162
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 17: Tract 38 (aka NE/4SW/4), Tract 40 (aka SW/4SE/4), limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 5.0%
ENRON LEASE NUMBER: 0050110-000

27) DATE: July 30, 1947
LESSOR: Mary J. Haddenham
LESSEE: Western Oil Refining Company
RECORDED: Book 2, Page 153
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 17 and 18: Tract 39 (aka W/2SW/4, SE/4SW/4), limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 5.0%
MINERAL INTEREST: 1.0% of 1/8th
ENRON LEASE NUMBER: 0050121-000, 50122-000

28) DATE: January 17, 1950
LESSOR: Ruth A. DeGraw, etal
LESSEE: Western Oil Refining Company
RECORDED: Book 2, Page 295
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Sections 20 & 21: Tract 41 (aka E/2NE/4 of 20 & W/2NW/4 of 21), limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 5.0%
ENRON LEASE NUMBER: 0050112-000

29) DATE: July 30, 1947
LESSOR: William J. McGinnis, etal
LESSEE: Western Oil Refining Company
RECORDED: Book 2, Page 158
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 21: Tract 42 (aka SE/4NW/4), limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 5.0%
ENRON LEASE NUMBER: 0050118-000

40a

30) DATE: July 30, 1947
LESSOR: Anderson L. McGinnis, etux
LESSEE: Western Oil Refining Company
RECORDED: Book 2, Page 156
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 27 & 28: Tract 49', limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 5.0%
ENRON LEASE NUMBER: 0050120-000

31) DATE: February 1, 1950
LESSOR: E-026038
LESSEE: Richard O. Barnsley
RECORDED: Book 31, Page 206
DESCRIPTION: Township 29 North - Range 113 West, 6th P.M.
Section 21: W/2, limited in depth below 1500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 3.0%
PRODUCTION PAYMENT: 5.0%
ENRON LEASE NUMBER: 0050116-000

32) DATE: June 1, 1947
LESSOR: W-0256493
LESSEE: Patrick J. Quealy
RECORDED: Book 9, Page 122
DESCRIPTION: Township 28 North - Range 113 West, 6th P.M.
Section 33: SW/4NE/4, NW/4SE/4, Lot 3, limited in depth from the surface to 1,500' above the top of the Frontier Formation.
OVERRIDING ROYALTY: 6.0%
ENRON LEASE NUMBER: 0050134-000

End of Exhibit "A-1"

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[redacted] [redacted] [redacted]

EXHIBIT "A-2"
Sublette County, Wyoming

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated December 27, 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor, and Enron Oil & Gas Company, Assignee

WELL	LOCATION	WELL STATUS	W.I.	N.R.I.
Saddle Ridge "PA" Mesa 5th Revision		Producing	0.0%	6.000000%
Tip Top Shallow "PA"		Producing	0.0%	.004312%
BNG 6-33	SWSW 33-28-113	Producing	0.0%	6.000000%
BNG 69C-33	NWSW 33-28-113	Producing	0.0%	6.000000%
BNG 20-32	NENE 32-28-113	Producing	0.0%	6.000000%
BNG 23-32	SWSE 32-28-113	Producing	0.0%	6.000000%
Tip Top Deep PA "B" 26th Revision		Producing	0.0%	1.13465438%
Tip Top Deep PA "A" 8th Revision		Producing	0.0%	.13904825%
North LaBarge Shallow PA		Producing	100%	84.0955378%
NLB SH Unit 1-16	SWSE 16-27-113	P&A	100%	85.000000%
NLB SH Unit 2-16	SWSE 16-27-113	P&A	100%	85.000000%
NLB SH Unit 5-16	SWNE 16-27-113	P&A	100%	85.000000%
NLB SH Unit 2-21	NENE 21-27-113	P&A	100%	84.62%
NLB SH Unit 2-17	NWNE 17-27-113	P&A	100%	84.0955378%
NLB SH Unit 3-17	SESE 17-27-113	P&A	100%	81.08337%
NLB SH Unit 6-17	SENW 17-27-113	SI	100%	81.08337%
NLB SH Unit 9-17	NENW 17-27-113	Producing	100%	81.08337%
NLB SH Unit 7-9	SENW 9-27-113	P&A	100%	84.0955378%
NLB SH Unit 10A9 84.0955378%	SWSE 9-27-113	Injector	100%	

NLB SH Unit 2-8	SWSE 8-27-113	P&A	100%	84.0955378%
NLB SH Unit 3-8	SWSE 8-27-113	P&A	100%	84.0955378%
NLB SH Unit 10-8	SESW 8-27-113	P&A	100%	84.0%
NLB SH Unit 1-4	SWSW 4-27-113	P&A	100%	84.5%
NLB SH Unit 1-5	SWSE 5-27-113	P&A	100%	84.5%
NLB SH Unit 2-5	SESE 5-27-113	P&A	100%	84.5%

NOTE: 12.5% royalty is used on sliding scale royalty leases.

End of Exhibit "A-2"

EXHIBIT B

Attached to and made a part of that certain Cor[illegible]rance, Assignment and Bill of [illegible]ted December 2[illegible], 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor and Enron Oil & Gas Company, Assignee

MAP SHOWING LOCATION OF CAMP

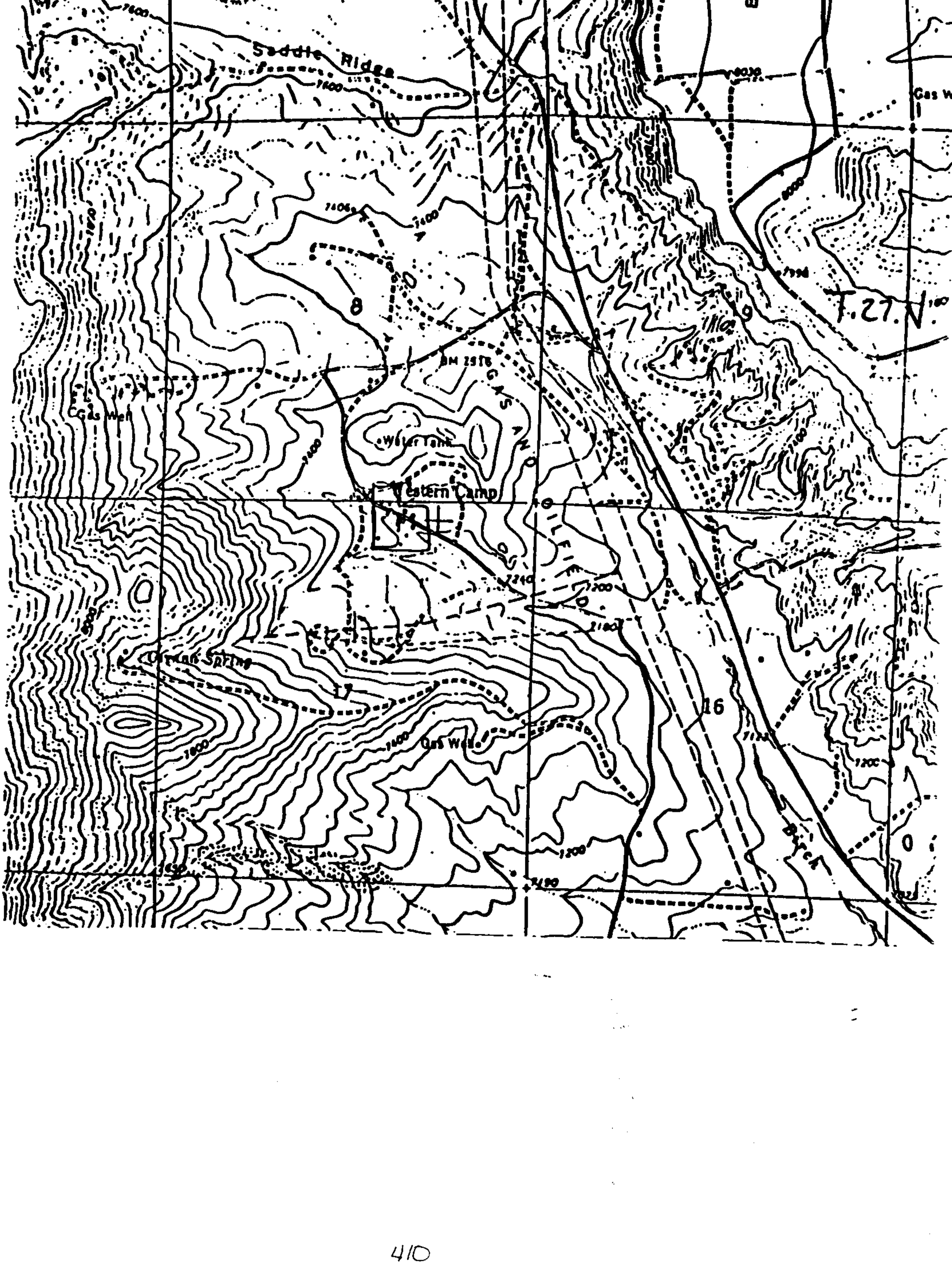

EXHIBIT "C"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated December 27, 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor, and Enron Oil & Gas Company, Assignee

QUANTITY		DESCRIPTION	COND/ COMMENTS
143 Jts.	5,500 '	5-1/2" 14# J55 8RD ST&C CSG	A
1 Jt.	12 '	5-1/2" 14# J55 8RD ST&C CSG	Cut-Off
9 Jts.	300 '	8-5/8" 24# J55 8RD ST&C CSG	A
1 Jt.	16 '	8-5/8" 24# J55 8RD ST&C CSG	Cut-Off
3 Jts.	100 '	10-3/4" - H40 8RD ST&C CSG	A
4 Jts.	80 '	10-3/4" - - 10RD ST&C CSG	A
113 Jts.	3,500 '	2-3/8" 4.7# J55 EUE 8RD TBG.	A
153 Jts.	4,750	2-3/8" 4.7# J55 EUE 8RD TBG.	B
7 Jts.	200 '	2-3/8" 4.7# J55 SQUARE THD TBG	A
78 Jts.	2,400 '	2-7/8" 6.5# J55 EUE 8RD TBG	A
107 Jts.	3,200 '	3" Hydril Drill Pipe	B
3 Jts.		Drill Collars (3")	
1		Drill Core Barrel	
4 Jts	100 '	1" Line Pipe	B
2 Jts.	40 '	2" Line Pipe	A
1 Jt.	20 '	2" Line Pipe C&W	A
2 Jts.	90 '	4" Line Pipe C&W	B
1 Lot		Misc. Junk Line Pipe, Casing, Sucker Rods, etc.	
1		1955 Ford F600 Winch Truck w/gin poles S/N F60Z5D21804	
1		1975 Chev C60 Truck w/5th wheel 19,200 GVW S/N CCE615V131879. Also, 55 BBL Tank Trailer	Trailer is Junk
1		1968 Dodge Dump Truck 49,000 GVW S/N 5881834863 w/Heil Dump Bed S/N 146069	
1		1972 Chev C60 Truck 31,000 GVW w/Flat Bed & Winch S/N CCE632V140977	
1		Miller Goose Neck Tandem Wheel Tilt Trailer Model OT Capacity 24,000 lbs. S/N 18542	
1		1972 Unimog Tractor/Truck w/Tilt Dump Bed (Rear or Side Dump) S/N 406121-10-D 14136	
1		1985 Dodge 1/2 Ton Pickup w/Hoist in bed S/N 1B7HW14T3FS618857	
1		1991 Dodge Dakota Pickup w/Motorola 2 Way Radio S/N 1B7GG26YXMS261701	
1		1991 Chev 3/4 Ton Pickup w/Hoist & 2 Way Radio S/N 1GCGK24K9ME126320	

[redacted] [redacted] [redacted]

EXHIBIT "C"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated December 27, 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor, and Enron Oil & Gas Company, Assignee

QUANTITY		DESCRIPTION	COND/ COMMENTS
1		Alloy 40' Float	
1		1972 Caterpillar Model 1480 Road Grader S/N 72G423	
1		1940's Austin-Western Model 100 Road Grader S/N PGF-4995	Probably Junk
1		1978(?) Case 580C Backhoe w/Front End Loader S/N 8991416	
1		Yr (?) Case 530 Model B530TC Backhoe w/Front End Loader S/N 8296703	
1		1946 Failing 2500 Drilling Rig mounted on 1946 International Truck (2,800 miles) Model HFA114134	
1		1970 Sno-Blower Model S3 S/N 578	
1		Promark Hydraulic Bucket - Trailer mounted Bucket Capacity 300 lbs. Model 40 PAL S/N OPA48829	
1		Champion Snow Plow (V-Plow) S/N 9900-2065	
1		Homemade Wash Trailer	
3		190 BBL. Welded Steel Tanks (1 w/Steam Coil)	B
1		500 BBL. Bolted Steel Tank @ old Tank Battery	B
2		500 Gal. Tanks - Homemade	
1		1,000 Gal. Tank - Homemade	
2		8'X16'X4' Flat Tanks	B
1		Steel Dog House 8'X12'X7'H (has some misc. plastic line coiled inside)	B
1		Set 4-1/2" Echles Power Tongs (complete) for 2-3/8" & 2-7/8" TBG	B
1		Shale Shaker	Used
1		Lincoln Shield Arc Welder Type SA200 S/N A329239	B
1		Hydril BOP Model GT8-900 S/N 13387 Flange Size 8 to 9	B
1		145 Waukesha Engine S/N None	C
1		BS&B Seperator 30" X10' 125# WP S/N 9065	B
1		Titusville Boilder 4' X 20'	Probably Junk
1		Natl. J30 Tri-Plex Pump w/1-1/2" piston S/N 3702 w/Wauk Eng. XAHU517X S/N 112609 Skid Mounted	B

EXHIBIT "C"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated December 27, 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor, and Enron Oil & Gas Company, Assignee

QUANTITY		DESCRIPTION	COND/ COMMENTS
1		Olman Heath Model 3P-2M-10-1[illegible]0 Mfg. 3/78 1000# WP S/N 30513 Production Unit	B
1		NSCO D4SN Pumping Unit W/Gear Box S/N 14564	B
1		Fairbanks Morse ZC118 Engine	C
2		Fairbanks Morse ZC118 Engine	Junk
1		EA30 7-1/4" X 8" Ajax Eng. S/N 65180	C
1		Fairbanks Morse Duplex Pump Fig 6181 S/N 785017	D
1		Wooden Framed Warehouse w/misc. fittings inside	
1		Metal Boiler Building w/misc. fittings inside	
1		1940's International Truck Model HFA 54901 w/20' Kingham Float	Junk
1		DPC 115 Ajax S/N 64940, Compresor Cylinder P98010 Type VHL 5-1/4" X 11" 1200# WP w/Murphy Switch Panel	
1		DPC 115 Ajax S/N 64632, Compresor Cylinder P97760 Type VHL 5-1/4" X 11" 1200# WP w/Murphy Switch Panel	
1		Parkersburg Steel Building 28' X 34' X 10'	
1		E42 Ajax Engine 8-1/2" X 10" S/N 79420	
1		Allis-Chalmers Ro-Flo Model 208E Compressor S/N 4006-19411-1	
1		Steel Building 24' X 16' x 10'	
		NOTE: All tubulars need inspected.	
		Inventory Performed by:	
		Andy Pfaff - Western	
		George Hook - Enron	
		Bob Wilson - Enron	

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "D"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated December 27, 1994, effective August 1, 1994, by and between Western Oil Refining Company, Assignor, and Enron Oil & Gas Company, Assignee

PERMITTED ENCUMBRANCE CONTRACTS

1.	Contract Name:	Saddle Ridge-Mesaverde Fifth Zone Unit Agreement
	Contract Number:	14-08-0001-8505
	Dated:	September 20, 1962
	Effective Date:	March 15, 1963
2.	Contract Name:	Tip Top Unit Agreement
	Contract Number:	I-Sec. No. 557
	Dated:	November 1, 1947
	Effective Date:	February 19, 1948
3.	Contract Name:	Hogsback Unit Agreement
	Contract Number:	I-Sec. No. 05656 (14-08-0001-2070)
	Dated:	November 1, 1954
	Effective Date:	May 27, 1955
4.	Contract Name:	Tip Top Shallow Unit Agreement
	Contract Number:	14-08-0001-14228
	Dated:	August 16, 1974
	Effective Date:	November 29, 1974
5.	Contract Name:	North LaBarge Shallow Unit
	Contract Number:	I-Sec. No. 320
	Dated:	March 10, 1939
	Effective Date:	January 1, 1940

agrmt\23202.acm:ebp

PLEASE RETURN TO:

ENRON OIL & GAS COMPANY
P.O. BOX 4362
HOUSTON, TX 77210-4362

ATTN: LAND ADMINISTRATION

Producers 88
Rocky Mountain 1989

415

PAID-UP

OIL AND GAS LEASE

252084

RECORDED May 15, 1995 8:15a M
IN BOOK 101 PAGE 415
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Sanders

THIS AGREEMENT, made and entered into this 30th day of December, 1994, by and between Jesslee Lewis and Ronald Max Jones, individually and as Attorneys-in-Fact for the persons described as the Lewis Heirs and listed on the attached Exhibit "A" of 1307 West Thomas, Shenandoah, Iowa 51601, 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 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, S½NE¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

containing 640.00 total 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, ~~as royalty under this lease,~~ a sum equal to ~~the annual rental last paid~~ $1.00 per acre. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the ~~rental paying~~ anniversary date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and whether or not

authority similar [redacted] with respect to such other land, lease or leases. Likewise, [redacted] 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 [illegible] reason of such suspension, lessee shall pay [illegible] and if this lease is extended beyond the primary term above stated by the anniversary dates hereof [illegible]

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.

RM J
JZ

Jesslee Lewis

Jesslee Lewis, Individually

Jesslee Lewis

Jesslee Lewis, Attorney-in-Fact for the Lewis Heirs as listed on the attached Exhibit "A"

Social Security No. 483-10-6949

Ronald Max Jones

Ronald Max Jones, Individually

Ronald Max Jones

Ronald Max Jones, Attorney-in-Fact for the Lewis Heirs as listed on the attached Exhibit "A"

Social Security No. 484-36-7967

STATE OF Iowa }
COUNTY OF Page } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 17 day of Feb, 19 95, before me personally appeared Jesslee Lewis & Ronald Max Jones, ind. & as Attorneys-in-Fact

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 free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 17 day of Feb, 19 95.

My commission expires:

April 11, 1996

Notary Public for the State of Iowa

residing at Shenandoah, Ia

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

416

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease, dated the 30th day of December, 1994, by and between Jesslee Lewis and Ronald Max Jones, as Attorneys-in-Fact for the Lewis Heirs as listed below, Lessors, and Contex Energy Company, Lessee.

Township 31 North, Range 113 West, 6th P.M.
Section 26: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4
Section 27: SE1/4NE1/4, NE1/4SE1/4
Section 35: NW1/4, S1/2NE1/4, NW1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4

Sublette County, Wyoming

said lands containing a total of 640.00 acres, more or less.

Lewis Heirs

Ronald Max Jones and
Carol A. Stanley Jones
1440 Indian Hills Rd.
Council Bluffs, Iowa 51501

Jesslee Lewis and Audry Lewis
1307 West Thomas
Shenandoah, Iowa 51601

Flossie L. Bolen
Box 212
Clarkes, Nebraska 68628

Donald B. Lewis
1607 North 73rd, Apt. 152
Omaha Nebraska 68114

George Burham
12524 S. Rinden Rd.
Burleson, Texas 76028

Eula McFarland
2639 South Sycamore
Wichita, Kansas 67216

Joan F.Torrance,
aka Joan Torrance and
Michael R.Torrance
1717 North Main
Rose Hill, Kansas 67133

Julia Schench
Clarinda, Iowa 51623

Genevieve Hunter & Richard M. Hunter
900 Calee deLos Amigos, #B-201
Santa Brabara, CA 93105

Clark M. Lewis & Francis Lewis
Box 47
Tidewater, Oregon 97390

Jerry Clark Stanley
9647 West Ohio Ave.
Lakewood, CO 80226

Robert Burham
303 Elliott
Stanton, Iowa 51573

Mildred M. Hayden & Allen A. Hayden
15861 Kingside Drive
Covina, CA 91722

Robert Gilmore
207 East Grand Ave.
Fox Lake, IL 60020

Norma Goudie
Box 271
Boulder City, Nevada 89005

Eldon Morelock
McLouth, Kansas 66054

Lewis Heirs
continued

Wanda Lewis
5936 McKinley
Omaha, Nebraska 68152

Helen Arlene Lewis
Rte. 1, RR Box 406A
Noth Platte, Nebraska 69101

Nancy Melton
204 North Chestnut, Apt. 2
Glenwood, Iowa 51534

Marvin Lewis
805 Bradford St.
Emerson, IA 51533

Arlene Lewis Alley, a widow
aka Arline Alley
2540 S.E. Clay
Portland, Oregon 97214

Patricia Cartright
704 1/2 N. 1st St.
Marshalltown, Iowa 50158

Jay Cartright
704 1/2 N. 1st St.
Marshalltown, Iowa 50158

Alvin L. Lewis
609 27th Ave.
Council Bluffs, IA 51501

It being the intent of the parties to hereby Lease for Oil and Gas to Contex Energy Company, all of the Mineral Interests of the above Oil and Gas Owners who have heretofore granted their Powers of Attorney to Lessors Jesslee Lewis and Ronald Max Jones to so conduct such Oil and Gas Leasing. It is understood that this Oil and Gas Lease is also to include any individual shares of these Attorneys-in-Fact Ronald Max Jones and Jesslee Lewis and their spouses, who have also signed Powers of Attorney.

The lease is to cover all individual Oil and Gas Interests for the above-listed Lewis Heirs as well as any and all interest they each may have as heirs, as devisees, or as successors-in-interest to the following deceased persons, to-wit:

Clark H. Lewis; Martha M. Lewis; George Truman Lewis; Grover C. Lewis; Florence Lewis; John E. Lewis; Clark D. Lewis; Charles Lewis; Leroy Lewis; Louise Lewis; Vernon Lewis; Robert Lewis; Emma Lewis; Earl J. Lewis; Clara Stanley; Clark Stanley; Helen Stanley Morelock; Martha Knittle Johnson; June Opel Ude; Lola Burham; Fleeta McFarland; and Ilean Gillis.

Signed for Identification:

Jesslee Lewis
Jesslee Lewis, Individually and as Attorney-in-Fact

Ronald Max Jones
Ronald Max Jones, Individually and as Attorney-in-Fact

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

252085

RECORDED Mar. 15, 1995 10:15a M
IN BOOK 101 OR 0
FEES 10.00
PAGE 419
SUBLETTE COUNTY CLERK
By Cathy Sowles

THIS AGREEMENT, made and entered into this 29th day of March, 1995, by and between Penny L. Chrisman, Trustee of the Charles G. Chrisman Revocable Trust dated March 2, 1992

of P.O. Box 608, Big Piney, Wyoming 83313, 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. P&C

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. P&C

~~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.~~ P&C

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. P&C

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 manner provided herein~~, a sum equal to ~~the amount of delay rental provided for in this lease~~ $1.00 per acre, 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 ~~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. Likew[redacted]reviously formed to include formations not producing [redacted]y 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 ri[illegible]s 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 bindi[illegible] 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 [redacted] and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay [redacted] anniversary dates hereof [redacted] 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 fro[illegible] 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.

PSC

PSC

Penny L. Chrisman, Trustee

Penny L. Chrisman, Trustee of the Charles G. Chrisman Revocable Trust dated 3/2/92

Tax ID #

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 28th day of April, 19 95, before me personally appeared Penny L. Chrisman, Trustee of the Charles G. Chrisman Revocable Trust, 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 28th day of April, 19 95.

My commission expires: Nov. 4, 1996

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, Wyoming
My Commission Expires
11-4-96

Lela L. Sanders
Notary Public for the State of Wyoming
residing at Big Piney, Wy 307-276-3961

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

420

on the next ensuing
r net mineral acre rental of $1.00 per

ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil & Gas Lease dated March 29, 1995, by and between Penny L. Chrisman, Trustee of the Charles G. Chrisman Revocable Trust dated March 2, 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 referenced, by 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 premises for oil and 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:

Penny L. Chrisman Trustee

Penny L. Chrisman, Trustee of the Charles G. Chrisman Revocable Trust dated 3/2/92

[redacted] [redacted] [redacted]

Producers 88 [redacted]
Rocky Mountain 1988

[redacted]

OIL AND GAS LEASE

252088

RECORDED Mar. 15 1995 10:15a M
IN BOOK 101 OR
FEES 10.00
PAGE 422
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By [illegible]

[redacted]

THIS AGREEMENT, made and entered into this 14th day of September, 19 94, by and between John J. Chrisman, a married man dealing in his sole and separate property of P.O. Box 608, 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; (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 ~~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.

~~6. If lessee has not commenced drilling operations on or before the ____ day of ____, 19____, lessee~~ shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the ____ Bank, at ____ (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of ____ DOLLARS ($ ____), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to ~~keep the lease in force during the remainder of the primary term.~~

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~[illegible]~~ a sum equal to ~~[illegible]~~ $1.00 per acre ~~[illegible]~~. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the ~~[illegible]~~ 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 thereunder, 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 or 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 this lease shall not be extended for more than [illegible] by reason of such suspension, lessee shall pay [illegible] on the anniversary dates hereof next ensuing if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay per net mineral acre rental on the

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. JJC

SS# 520 50 8039

John J. Chrisman

John J. Chrisman, a married man dealing in his sole and separate property

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 28th day of April, 19 95, before me personally appeared John J. Chrisman, a married man dealing in his sole and separate property 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 28th day of April, 19 95.

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, Wyo 307-276-3961

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] [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 John J. Chrisman, a married man dealing in his sole and separate property, 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 J. Chrisman
John J. Chrisman

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

WHEREAS, under date of October 3, 1994, a certain oil and gas mining lease was executed by Penny D. Chrisman, a single woman, as lessor, unto Contex Energy Company, as lessee, which lease is recorded in Book OG101, at Page 249, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 15: S½S½
Section 21: E½NE¼
Section 22: N½N½, S½NW¼, SW¼SE¼

252087

RECORDED May 15, 1995 10:15 A M
IN BOOK 101 OG PAGE 425
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

of Section xx, Township xx, Range xx,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately 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

of Section xx, Township xx, Range xx, and containing 520.00 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by Contex Energy Company unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this day of April, A. D., 1995.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Penny D. Chrisman

(SEAL)

Penny D. Chrisman, a single woman

(SEAL)

(SEAL)

(SEAL)

STATE OF New York
COUNTY OF New York
} 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 8 day of April May, 1995, personally appeared Penny D. Chrisman, 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 [redacted] ANGELA BERTUCELLI NOTARY PUBLIC, State of New York Qualified in [redacted] County Commission Exp. May 12, 1997

[redacted] Notary Public

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW 135138

Lease Effective Date
(Anniversary Date)
February 1, 1995

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
105 South Fourth Street
Artesia, New Mexico 88210
10%

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 2: ALL; Section 3: ALL; Section 10: ALL; Section 11: W/2,S/2SE; Containing 2320.00 acres, more or less Sublette County, Wyoming	100%	96.66%	3.34%	None	None

252105
RECORDED May 15, 1995 1:00 PM
IN BOOK 101 PAGE 426
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.

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

(Use reverse (if necessary) 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.

427

ABO PETROLEUM CORPORATION 10.00%
MYCO INDUSTRIES, INC. 6.666%
ESTATE OF LILLIE M. YATES 1.667%
SHARBRO OIL, LTD CO. 1.667%
105 South Fourth Street
Artesia, New Mexico 88210

ANDEX PARTNERS 33.33%
1001 Fannin, Suite 2000
Houston, Texas 77002-6709

APACHE CORPORATION 33.33%
1700 Lincoln Street, Suite 3600
Denver, Colorado 80203-4536

STATE OF NEW MEXICO)
):ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 26th day of April, 1995 by Randy G. Patterson, Attorney-In-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:

August 13, 1996

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 26th day of April, 19 95

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)

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

Sublette Co, WY

[redacted] [redacted] [redacted]

RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

This instrument, dated as of the 31st day of March, 1995, is by and between HOWELL PETROLEUM CORPORATION, a Delaware corporation, Federal Employer's Tax Identification No. 74-2047940, the address for which for purposes hereof is 1111 Fannin, Suite 1500, Houston, Texas 77002 ("Mortgagor"), and BANK ONE TEXAS, NATIONAL ASSOCIATION, a national banking association, the address for which for purposes hereof is P.O. Box 2629, Houston, Texas 77252-2629 ("Bank One").

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered the security instruments more particularly described in Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Security Instruments");

WHEREAS, the Security Instruments secure the payment or performance of certain indebtedness and other obligations of Mortgagor, as more fully described in the Security Instruments (the "Described Indebtedness"), which Described Indebtedness is, in part, evidenced by that certain promissory note described in the Security Instruments, executed by Mortgagor and delivered to Bank One (the "Original Note");

WHEREAS, the Described Indebtedness, the Original Note and the benefits of the mortgagee and secured party under the Security Instruments are owned and held by Bank One;

WHEREAS, pursuant to the terms and conditions of the Credit Agreement (as amended, restated, or supplemented from time to time, the "Credit Agreement") dated of even date herewith by and among Mortgagor, Bank One, as Agent, and the Lenders signatory thereto from time to time, the Lenders have agreed to extend credit to or for the benefit of Mortgagor and renew, extend, and rearrange the Described Indebtedness, including, without limitation, the indebtedness evidenced by the Original Note;

WHEREAS, pursuant to the Credit Agreement, the parties hereto desire to ratify and amend the Security Instruments as described below;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by Mortgagor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, with capitalized terms used but not defined herein having the meanings assigned to such terms in the Credit Agreement:

252205

175283.03/11:566:003566.00023:03/24/95:7:42pm

RECORDED May 22, 1995 3:00 PM
IN BOOK 101 PAGE 428
FEES $ 70.50 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

1. AMENDMENTS.

(a) AMENDMENT OF MORTGAGEE. All references to Mortgagee and Secured Party in the Security Instruments are amended to refer to Bank One, as Agent for the Lenders pursuant to the Credit Agreement, together with its successors in such capacity ("Mortgagee"), whose address is as set forth hereinabove for Bank One.

(b) AMENDMENT OF SECURED INDEBTEDNESS. The Security Instruments are hereby amended so as to secure and enforce the payment and performance of, and to substitute for the Described Indebtedness, the following:

(i) Specific Obligations. The Obligations, including, without limitation:

(A) the indebtedness evidenced by the Notes, including the following described promissory notes dated of even date herewith executed by Mortgagor, each bearing interest and being payable as provided in the Credit Agreement, with a final maturity of June 1, 2001, and evidencing, in whole or in part, a renewal, extension, and rearrangement, but not the novation or discharge, of all or a portion of the indebtedness evidenced by the Original Note:

(I) Promissory Note to the order of Bank One in the original principal amount of THIRTY-NINE MILLION ONE HUNDRED TWENTY THOUSAND DOLLARS ($39,120,000);

(II) Promissory Note to the order of Bank of Montreal in the original principal amount of ELEVEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS ($11,960,000);

(III) Promissory Note to the order of Compass Bank-Houston in the original principal amount of ELEVEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS ($11,960,000); and

(IV) Promissory Note to the order of Den norske Bank AS in the original principal amount of ELEVEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS ($11,960,000); and

(B) all other obligations and liabilities of Mortgagor to Mortgagee and the Lenders, now existing or hereafter incurred, under, arising out of or in connection with any Loan Document.

(ii) Other and Further Indebtedness. It is contemplated that Mortgagor may from time to time borrow additional sums of money from or otherwise be or become obligated to Mortgagee and the Lenders under the Credit Agreement and the other Loan Documents. The Security Instruments shall secure any and all indebtedness of Mortgagor to Mortgagee, the Lenders, or any of them, now existing or hereafter incurred, under or arising out of or in connection with the Credit Agreement or any other Loan Document. The Security Instruments shall likewise secure not only the above-described indebtedness, but any and all renewals for any period, extensions and rearrangements of all or any portion thereof; and the liens and security interests under the Security Instruments shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above-described indebtedness; provided, however, it is not the intention of the parties hereto to extend the lien and security interest of the Security Instruments so as to violate, or give rise to an allegation of violation of, any provision of TEX. REV. CIV. STAT. ANN. art. 5069-3.20(2), art. 5069-4.04(2) or art. 5069-15.07 (Vernon 1987), as amended from time to time, or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions; and, in this connection, the Security Instruments shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of TEX. REV. CIV. STAT. ANN. art. 5069-3.20(2), art. 5069-4.04(2) or art. 5069-15.07 (Vernon 1987), as amended from time to time, or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions.

(iii) Indebtedness. The word "Indebtedness" wherever used in the Security Instruments shall refer to all present and future debts, obligations and liabilities described or referred to in this Section 1(b), subject, however, to the limitations provided hereinabove in this Section 1(b).

(c) AMENDMENT OF GOVERNING AGREEMENT. All references to the Governing Agreement in the Security Instruments are hereby amended to refer to the Credit Agreement as such term is defined herein.

(d) AMENDMENT OF ADDRESS OF MORTGAGOR. The Security Instruments are hereby amended to substitute the following for the address of Mortgagor under the Security Instruments:

1111 Fannin
Suite 1500
Houston, Texas 77002

(e) INCLUSION OF ADDITIONAL MORTGAGED PROPERTY. The Security Instruments are hereby amended so as to subject to the liens and security interests thereof the oil, gas, and mineral interests described in Exhibit B and all elements of personalty

associated therewith and as to which a security interest therein may be created pursuant to the Uniform Commercial Code, including those enumerated in the Security Instruments (together with the interests presently subject to the Security Instruments, the "Mortgaged Property"). All references to the Mortgaged Property in the Security Instruments or herein shall be deemed to include the oil, gas, and mineral interests described in Exhibit B and personalty associated therewith.

2. WARRANTIES, REPRESENTATIONS AND COVENANTS. The warranties, representations and covenants of Mortgagor contained in the Security Instruments are hereby remade by Mortgagor to Mortgagee and are in full force and effect as of the date hereof. Said warranties, representations, and covenants shall apply with equal force and effect to the oil, gas, and mineral interests described in Exhibit B and personalty associated therewith.

3. REAFFIRMATION OF SECURITY INSTRUMENTS. To secure the Indebtedness (as described in the Security Instruments, as amended hereby), Mortgagor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey, unto the Trustee named in the Security Instruments ("Trustee"), for the benefit of Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property (as defined in the Security Instruments and described in the Exhibits thereto and so used herein), including, without limitation, the oil, gas, and mineral interests described in Exhibit B and personalty associated therewith.

TO HAVE AND TO HOLD the Mortgaged Property (as defined in the Security Instruments, as amended hereby), together with the rights, privileges and appurtenances now or hereafter at any time before the release of the Security Instruments in anywise belonging or appertaining thereto, unto the Trustee or Mortgagee, as the case may be, to secure the payment of the Indebtedness (as described in the Security Instruments, as amended hereby) and the performance of the agreements and covenants of Mortgagor herein and in the Security Instruments.

4. MISCELLANEOUS. This instrument shall be considered as an amendment to and ratification of the Security Instruments, and the Security Instruments, as herein expressly amended, are hereby ratified, approved and confirmed in every respect. All liens created, extended or renewed by the Security Instruments are hereby extended, renewed and carried forward by this instrument and incorporated herein. All references to the Security Instruments in any documents heretofore or hereafter executed shall be deemed to refer to the Security Instruments as amended by this instrument.

For the convenience of the parties, this instrument may be executed in multiple counterparts. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart (a) an Exhibit A containing the filing or recording data for the Security Instruments recorded in the county or state in which the particular counterpart hereof is to be recorded, (b) an Exhibit B containing only the description of the properties to be included as additional Mortgaged Property that are located in the county or state in which the particular counterpart hereof is to be recorded, and/or (c) an Exhibit C containing only the description of the Mortgaged Property that is located in the county or state in which the particular counterpart hereof is to be recorded. A complete, original counterpart of this

[redacted] [redacted] [redacted]

instrument with complete Exhibits may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this instrument as of the date first above written.

ATTEST:

HOWELL PETROLEUM CORPORATION

Printed Name: PAUL FUNKHOUSER
Title: SECRETARY

By: _____
Michael R. Drake
President

[SEAL]

ATTEST:

BANK ONE, TEXAS, NATIONAL ASSOCIATION

Printed Name: RON DIGIACOMO
Title: ASST. SECRETARY

By: _____
Stephen M. Smith
Vice President

[SEAL]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

ALABAMA

I, a Notary Public in and for said state, hereby certify that Michael R. Drake, whose name as President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

MISSISSIPPI

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 27th day of March, 1995, within my jurisdiction, the within named Michael R. Drake, who acknowledged that he is President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Michael R. Drake, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, as the act of said corporation, and in the capacity therein stated.

WYOMING

The foregoing instrument was acknowledged before me this 27th day of March, 1995, by Michael R. Drake, President of HOWELL PETROLEUM CORPORATION, a Delaware corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Houston, County of Harris, State of Texas, this 27th day of March, 1995.

Sheri L. Cromwell
Notary Public in and for the
State of Texas

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

ALABAMA

I, a Notary Public in and for said state, hereby certify that Stephen M. Smith, whose name as Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association in the capacity therein stated.

MISSISSIPPI

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 27th day of March, 1995, within my jurisdiction, the within named Stephen M. Smith, who acknowledged that he is Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, and that for and on behalf of the said banking association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said banking association so to do.

TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen M. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, as the act of said corporation, and in the capacity therein stated.

WYOMING

The foregoing instrument was acknowledged before me this 27th day of March, 1995, by Stephen M. Smith, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Houston, County of Harris, State of Texas, this 27th day of March, 1995.

SHERYL L. CROMWELL
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
AUG. 9, 1996

Sheryl L. Cromwell
Notary Public in and for the
State of Texas

EXHIBIT A

1. Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement dated as of August 29, 1988, from Howell Petroleum Corporation to Gary K. Wright, Trustee and Texas Commerce Bank National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County	Book 1029, Page 516, Photo Records
Johnson County	Book 240, Page 647
Sublette County	Book 49, Page 643, Mortgage Records

2. Sixth Renewal, Extension and Modification Agreement between Howell Petroleum Corporation and Texas Commerce Bank National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
WYOMING	
Campbell County	Book 1070, Page 550, Photo Records
Johnson County	Book 243, Page 656
Sublette County	Book 55, Page 709, Miscellaneous Records

3. Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement from Howell Petroleum Corporation to Texas Commerce Bank National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Clarke County	Deed of Trust Book 151, Page 273

[redacted] [redacted] [redacted]

TEXAS	
Shackelford County	Volume 391, Page 378, Official Public Records

4. Seventh Renewal, Extension and Modification Agreement dated as of December 26, 1989, among Howell Petroleum Corporation, Howell Corporation and Texas Commerce Bank National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Clarke County	Deed of Trust Book 152, Page 121
TEXAS	
Shackelford County	Volume 392, Page 761, Deed Records
WYOMING	
Campbell County	Book 1096, Page 468, Photo Records
Johnson County	Book 245, Page 690, Deed Records
Sublette County	Book 57 Page 74, Miscellaneous Records

The documents described in items 1-4 above were assigned to Bank One, Texas, National Association, pursuant to the Assignment of Note, Liens, Security Interests, and Other Rights effective as of December 31, 1992, from Texas Commerce Bank National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Clarke County	Deed of Trust Book 168, Page 240
TEXAS	
Shackelford County	Volume 414, Page 275, Official Public Records

WYOMING	
Campbell County	Book 1225, Page 308, Photo Records
Johnson County	Book 255, Page 1
Sublette County	Book 91, Page 570, Oil & Gas Records
Bureau of Land Management	Assignment filed January 25, 1993
State of Wyoming	Assignment filed April 27, 1993; File No. 63-13559

5. Amended and Restated Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated December 30, 1992, from Howell Petroleum Corporation to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Clarke County	Deed of Trust Book 168, Page 258
TEXAS	
Shackelford County	Volume 414, Page 295, Official Public Records
Secretary of State	Utility Security Instrument No. 93-018680, filed January 22, 1993
WYOMING	
Campbell County	Book 1225, Page 333, Photo Records
Johnson County	Book 255, Page 20
Sublette County	Book 91, Page 596, Oil & Gas Records
Bureau of Land Management	Filed January 25, 1993

State of Wyoming	Filed April 27, 1993; File No. 63-13559

6. Ratification of and Amendment to Amended and Restated Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated November 16, 1993, between Howell Petroleum Corporation and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Clarke County	Deed of Trust Record Book 174, Page 663

7. Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production dated as of November 16, 1993, from Howell Petroleum Corporation to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Brazos County	Volume 1993, Page 168, Real Property Records

EXHIBIT B

THERE IS NO EXHIBIT B

(Sublette, Wy.)
USA-W52811, W11603, W26615, W2120, W9578, W2121, W0320843, W20038, W17208, W20039
WY. STATE-66-5165

PROSPECT : LABARGE/FOGARTY CREEK
SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	DATE	RECORDING BOOK PAGE	DESCRIPTION
USA W-2811	ZAREPHA DOBBINS	12/1/75		T28N-R114W, 6TH P.M. SEC. 22: NW/4 BELOW 9,630 FEET
USA W-26615	M. R. DIGGS, JR.	12/1/70		T28N-R144W, 6TH P.M. SEC. 5: SW/4 SE/4 BELCW 8,838 FEET
USA W-9578	JOHN P. ELLBOGEN	12/1/67		T28N-R114W, 6TH P.M. SEC. 3 LOTS 7,8,9,10,15,16,17,18 SEC. 4: LOTS 5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19,20 SEC. 5: LOTS 5,6,13,20, S/2NE/4, NW/4 SE/4 SEC. 9: N/2 SEC. 10: NW/4 BELOW 8,838 FEET
USA W-0320843	C. B. WOODMAN, JR.	12/1/65		T29N-R114W, 6TH P.M. SEC. 33: LOTS 1,2,3,4, NE/4, E/2NW/4, SW/4NW/4, N/2S/2 BELOW 9,630 FEET
*USA W-17208	EDNA M. JONES	3/1/69		T28N-R114W, 6TH P.M. SEC. 32: LOTS 16,17,18,19,20 ALL DEPTHS
*WYOMING STATE LEASE 66-5165	ETTA MANDEL	3/2/66		T28N-R114W, 6TH P.M. SEC. 16: SE/4, SW/4 ALL DEPTHS

EXHIBIT C

Ohh

LESSOR	LESSEE	DATE	RECORDING BOOK PAGE	DESCRIPTION
*USA W-11603	J. E. JOUJON-ROCHE	4/1/68		T28N-R114W, 6TH P.M. SEC. 21: E/2 ALL DEPTHS
*USA W-2120	PHILADELPHIA OIL COMPANY OF CALIFORNIA	11/1/66		T28N-R114W, 6TH P.M. SEC. 15: W/2 SEC. 22: SW/4 ALL DEPTHS
*USA W-2121	BELCO PETROLEUM CORPORATION	11/1/66		T28N-R114W, 6TH P.M. SEC. 28: SW/4NE/4 ALL DEPTHS
*USA W-20038		3/1/69		T28N-R114W, 6TH P.M. SEC. 28: E/2NE/4, NW/4NE/4, NW/4SE/4 ALL DEPTHS
*USA W-20039		3/1/69		T28N-R114W, 6TH P.M. SEC. 33: SW/4NE/4 ALL DEPTHS

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*Howell Petroleum Corporation owns an overriding royalty interest only in these leases.

Subject to Unit Agreement and Unit Operating Agreement dated April 2, 1975 covering the Fogarty Creek Unit Area, including any and all rights of Howell Petroleum Corporation to interests in the Fogarty Creek Unit Area derived through the Unit Agreement and Unit Operating Agreement.

	BPO	APO
UNIT WORKING INTEREST:	5.0492%	4.448%
UNIT NET REVENUE INTEREST	4.232%	3.74755%

[redacted] [redacted] [redacted]

This Mortgage also covers and includes a security interest in contract rights of Howell Petroleum Corporation to production as extracted pursuant to the Fogarty Creek Unit Agreement and Unit Operating Agreement above referenced covering the below described properties whether or not Howell Petroleum Corporation owns record title to the leasehold estate in leases covering said properties.

FOGARTY CREEK UNIT AGREEMENT
DATED APRIL 2, 1975

TOWNSHIPS 27, 28 and 29 NORTH, RANGES 114 and 115 WEST, 6th P.M.
SUBLETTE COUNTY, WYOMING

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
	FEDERAL LANDS		
1	T28N-R114W, 6th P.M. Sec. 33: S/2SW/4	80.00	W-05689 HBP
2	T27N-R114W, 6th P.M. Sec. 5: Lots 5 & 6	53.29	W-05691 HBP
3	T28N-R114W, 6th P.M. Sec. 28: SW/4, W/2NW/4	240.00	W-0317227 HBP
4	T28N-R114W, 6th P.M. Sec. 33: NW/4, N/2SW/4	240.00	W-0317227-A HBP

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Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
5	T28N-R114W, 6th P.M. Sec. 28: E/2NW/4 Sec. 32: Lots 11,12,13,14,15	259.37	W-0317228 HBP
6	T28N-R114W, 6th P.M. Sec. 29: Lots 1,2,9,10,11,12,19,20 Sec. 32: Lots 1,2,3,4,5,6,7,8,9,10	676.33	W-0317229 HBP
7	T27N-R114W, 6th P.M. Sec. 5: Lots 7,8,9,10,11,12	165.36	W-0318990 HBP
8	T28N-R114W, 6th P.M. Sec. 20: All Sec. 29: Lots 3,4,5,6,7,8,13,14,15	1,008.39	W-0320213 HBP

hhh

Tract	Description of Land	Number of Acres	Serial No. Expiration Date of Lea
9	T28N-R114W, 6th P.M. Sec. 29: Lots 16,17,18 T28N-R115W, 6th P.M. Sec. 24: All Sec. 25: All Sec. 36: N/2, N/2S/2	1,855.28	W-0322610 HBP
10	T28N-R114W, 6th P.M. Sec. 28: SW/4NE/4	40.00	W-2121 HBP
10 contd			
11	T28N-R114W, 6th P.M. Sec. 33: SE/4 Sec. 34: N/2N/2, SW/4NW/4	360.00	W-96756 HBP
12	T28N-R114W, 6th P.M. Sec. 28: SW/4SE/4	40.00	W-15753 HBP
13	T28N-R114W, 6th P.M. Sec. 32: Lots 16,17,18, 19,20	180.42	W-17208 HBP
14	T28N-R114W, 6th P.M. Sec. 33: NW/4NE/4	40.00	W-20034 HBP
15	T28N-R114W, 6th P.M. Sec. 28: E/2NE/4, NW/4NE/4, NW/4SE/4	160.00	W-20038 HBP

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
16	T28N-R114W, 6th P.M. Sec. 33: SW/4NE/4	40.00	W-20039 HBP
17	T28N-R114W, 6th P.M. Sec. 33: E/2NE/4	80.00	W-31574 HBP
18	T28N-R115W, 6th P.M. Sec. 36: Lots 1,2,3,4	165.60	W-34477 HBP
19	T28N-R114W, 6th P.M. Sec. 28: E/2SE/4	80.00	W-103016 (KGS)
20	T28N-R114W, 6th P.M. Sec. 5: Lots 9,10,14, 15,16,17,18,19 Sec. 8: Lots 2 thru 20 Sec. 21: W/2SW/4, SE/4SW/4	1,022.24	W-0311662 HBP
21	T29N-R114W, 6th P.M. Sec. 34: Lots 1,2,3,4, N/2, N/2S/2 (All) Sec. 35: Lots 1,2,3,4, N/2, N/2S/2 (All)	1,302.04	W-0320214 HBP

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
22	T29N-R114W, 6th P.M. Sec. 33: Lots 1,2,3,4 (S/2S/2), NE/4, E/2NW/4, SW/4NW/4, N/2S/2	619.07	W-0320843 HBP
23	T29N-R114W, 6th P.M. Sec. 33: NW/4NW/4	40.00	W-032084 HBP
24	T28N-R115W, 6th P.M. Sec. 1: Lots 5,6,7,8 (N/2), S/2, (All) Sec. 12: E/2 Sec. 13: E/2, SW/4	1,252.80	W-0322083 HBP
25	T28N-R114W, 6th P.M. Sec. 27: SE/4	160.00	W-96755 HBP
26	T28N-R114W, 6th P.M. Sec. 15: NW/4, SW/4 Sec. 22: SW/4	480.00	W-2120 HBP
27	T28N-R114W, 6th P.M. Sec. 5: Lot 11	40.00	W-6317
28	T28N-R114W, 6th P.M. Sec. 3: Lots 7,8,9,10, 15,16,17,18 Sec. 4: Lots 5,6,7,8, 9,10,11,12, 13,14,15,16, 17,18,19,20 Sec. 5: Lots 5,6,13,20, S/2NE/4, NW/4SE/4 Sec. 9: N/2 Sec. 10: NW/4	1,660.69	W-9578 HBP

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
29	T28N-R114W, 6th P.M. Sec. 21: NE/4, SE/4	320.00	W-11603
30	T28N-R114W, 6th P.M. Sec. 5: SW/4SE/4	40.00	W-26615 HBP
31	T28N-R115W, 6th P.M. Sec. 12: SW/4 Sec. 13: NW/4	320.00	W-36055 HBU
32	T28N-R114W, 6th P.M. Sec 27: SW/4	160.00	W-36591 HBP
33	T28N-R114W, 6th P.M. Sec. 9: S/2 Sec. 10: SW/4	480.00	W-38076 HBU
34	T28N-R114W, 6th P.M. Sec. 5: Lots 7,8,12 Sec. 21: N/2NW/4, SE/4NW/4, NE/4SW/4	266.65	W-42791 HBU

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
35	T28N-R114W, 6th P.M. Sec. 8: Lot 1 (NE/4NE/4)	39.97	W-43217 HBU
36	T28N-R114W, 6th P.M. Sec. 21: SW/4NW/4	40.00	W-44806 HBU
37	T28N-R114W, 6th P.M. Sec. 17: Lots 1,2,3,5, 6,7,8,9,10, 11,12,13,14, 15,16,17,18, 19,20	693.05	W-51103 HBU
38	T28N-R115W, 6th P.M. Sec. 12: NW/4 T28N-R114W, 6th P.M. Sec. 17: Lot 4	200.13	W-51104 HBU

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
39	T28N-R114W, 6th P.H. Sec. 22: NW/4	160.00	W-52811 HBP
40	T28N-R114W, 6th P.H. Sec. 27: NW/4	160.00	W-88152 HBP
41	T28N-R114W, 6th P.H. Sec. 16: All	640.00	66-5165 HBP

RETU[illegible]
JACKSON & WALKER
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P. O. BOX 4771
HOUSTON, TEXAS 77210-477[illegible]
ATTN: MARIE T. HEARD

450

Rls. BK 117 O+G pg 258 2/12/97

252219

RECORDED May 03, 1995 12:30PM
IN BOOK 101 O+G PAGE 451
FEES 112.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

[Revolver Mortgage]

SECOND SUPPLEMENT TO AMENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS SECOND SUPPLEMENT TO AMENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Supplement"), dated as of May 8, 1995, is from BASIN EXPLORATION, INC., a Delaware corporation ("Debtor"), Taxpayer I.D. No. 84-1143307 [the successor by merger to Basin Operating Company, a Colorado corporation ("BOC")] and BASIN GAS LTD., a Colorado limited partnership (the "Partnership"), Taxpayer I.D. No. 84-1238956, all with an address of 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202, to NATIONSBANK OF TEXAS, N.A., ("NBT"), with an address at 901 Main Street, 64th Floor, Dallas, Texas 79202, in its capacity as the successor collateral agent ("Collateral Agent") for the benefit of Colorado National Bank ("CNB"), Union Bank ("Union"), and NBT, as more fully described in the Fourth Amended and Restated Credit Agreement (as defined below).

RECITALS

A. Debtor, BOC, CNB, Union and NBT entered into an Amended and Restated Credit Agreement dated as of May 13, 1994, as amended by a First Amendment of Credit Agreement dated as of November 22, 1994 and by a Second Amendment of Credit Agreement dated as of May 8, 1995 (such Amended and Restated Credit Agreement, as the same may heretofore have been amended or may hereafter be amended, modified, supplemented or amended and restated, being herein called the "Amended and Restated Credit Agreement"), pursuant to which a prior credit agreement was amended and restated in its entirety.

B. The following documents have been executed and delivered: (1) a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of September 26, 1991 (the "Original Mortgage"), (2) a First Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of November 21, 1991 (the "First Amendment"), (3) a Second Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of January 29, 1992 (the "Second Amendment"), (4) a Third Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of May 19, 1992 (the "Third Amendment"), (5) a Fourth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of December 15, 1992 (the "Fourth Amendment"), (6) a Fifth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of February 10, 1993 (the "Fifth Amendment"), (7) a Sixth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of March 24, 1993 (the "Sixth

Amendment"), (8) a Seventh Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of August 1, 1993 (the "Seventh Amendment"), (9) an Eighth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of September 30, 1993 (the "Eighth Amendment") (as part of the Eighth Amendment, the Partnership executed a limited ratification of and joinder in the Mortgage, as described therein), (10) a Ninth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of October 21, 1993 (the "Ninth Amendment") (as part of the Ninth Amendment, the Partnership executed a limited ratification of and joinder in the Mortgage, as described therein), and (11) a First Supplement to Amended Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of May 13, 1994 (the "First Supplement"), the terms and provisions of all of which instruments are hereby incorporated herein by this reference. CNB, as the original collateral agent, assigned its rights and interests in, to and under the foregoing documents to NBT, as successor collateral agent, by Assignment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of March 24, 1994 (the "Assignment"). Each of the aforementioned amendments, the First Supplement and the Assignment were filed and recorded as set forth in Exhibit B.

C. Unless otherwise defined herein or as otherwise provided herein, terms defined in the Original Mortgage, as amended and/or supplemented by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the First Supplement, and as assigned pursuant to the Assignment (the "Mortgage"), shall have the same meanings when used herein.

D. The parties wish to amend and supplement the Mortgage as described herein.

SUPPLEMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by CNB, Union and NBT to Debtor and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage shall be amended as follows:

1. All references in the Mortgage to the "Credit Agreement" shall be deemed to refer to the Amended and Restated Credit Agreement, as the same may hereafter be amended, modified, supplemented or restated at any time or from time to time.

2. Section 1.1 of the Mortgage shall be deleted in its entirety and the following shall be substituted therefor:

"A. Payment of and performance of all obligations of BEI and/or the Partnership under: (i) the Promissory Note dated November 22, 1994, made by Debtor in the face amount of $34,000,000, payable to the order of CNB on or before April 30, 2002, with interest at the rates specified in the Credit Agreement (all terms used in this paragraph A and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), which rates at the date hereof are the annual rates equal to: (a) prior to maturity, whether by acceleration or otherwise: (I) as to the Base Rate Portion, at a fluctuating rate annual rate, adjustable as of the day of any change, equal to the Base Rate, plus the Base Rate Spread, which ranges from 0.00 percentage points to 0.50 percentage points per annum, and (II) as to each Fixed Rate Portion, at an annual rate equal to the Fixed Rate, for such Fixed Rate Portion, plus the Fixed Rate Spread, which ranges from 0.875 percentage points to 2.00 percentage points per annum, and (b) after maturity, whether by acceleration or otherwise, at a fluctuating rate, adjustable the day of any change in such rate, equal to five percentage points above the Base Rate (such rates being collectively referred to herein as the "Note Rates"); (ii) the Promissory Note dated November 22, 1994, made by Debtor, in the face amount of $34,000,000, payable to the order of Union on or before April 30, 2002, with interest at the Note Rates; and (iii) the Promissory Note dated November 22, 1994, made by Debtor, in the face amount of $34,000,000, payable to the order of NBT on or before April 30, 2002, with interest at the Note Rates;

B. (1) All indebtedness, liabilities and obligations of Debtor and/or the Partnership to Collateral Agent, CNB, Union or NBT, of every kind and character, now existing or hereafter arising, pursuant to the Credit Agreement (including, without limitation, any and all obligations of Debtor and/or the Partnership to Collateral Agent, CNB, Union or NBT, for fees, costs and expenses pursuant to or in connection with the Credit Agreement), as such instrument may now exist or may hereafter be amended, restated or otherwise revised; and (2) all other indebtedness, liabilities and obligations of Debtor and/or the Partnership to Collateral Agent, CNB, Union or NBT, of every kind and character, now existing or

hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint, several or joint and several, similar or dissimilar, related or unrelated to any other Obligation described in this Section 1.1, howsoever evidenced and created, held or acquired by Collateral Agent, CNB, Union or NBT, whether in the ordinary course of business or otherwise (including, without limitation, any and all obligations of Debtor and/or the Partnership to Collateral Agent, CNB, Union or NBT for fees, costs and expenses pursuant to or in connection with any loan agreements other than the Credit Agreement, hedging transactions or other agreements now or hereafter in force), it being contemplated that Debtor and/or the Partnership may hereafter become indebted to the Collateral Agent, CNB, Union or NBT in such further sum or sums;

C. Payment of all other indebtedness and liabilities and performance of all other obligations of Debtor to Collateral Agent, CNB, Union or NBT arising pursuant to this Instrument; and

D. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under subsections A through C above; provided that such renewals, extensions, amendments, changes of, or substitutions or replacements for, all or any part of the foregoing:

(1) shall not together in unpaid principal amount aggregate more than $150,000,000 at any time, which amount contemplates all future advances;

(2) shall have been made on or before April 30, 2001;

(3) shall completely mature prior to April 30, 2006; and

(4) shall, prior to the due date, bear interest on the unpaid principal balance at an annual rate not exceeding the sum of the Base Rate plus 10 percentage points per year."

3. Exhibit A attached to the Mortgage shall be amended by adding thereto Exhibit A attached hereto, it being the intention of the parties that Debtor grant to Collateral Agent, for the benefit of CNB, Union and NBT, liens on and security interests in the properties described in Exhibit A attached hereto (and in certain related property, rights and interests, as more fully described in the definition of "Collateral" contained in the Mortgage) to

the same extent as if the Mortgage, as amended hereby, with Exhibit A attached hereto being added to the Exhibits A attached to the Original Mortgage, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the First Supplement were being delivered as of the date hereof. All references herein and in the Mortgage to the "Collateral" shall be deemed to refer to the Collateral described in the Mortgage and the Collateral being added to the Mortgage as described above.

RATIFICATION AND GRANT BY DEBTOR AND THE PARTNERSHIP

A. Debtor and the Partnership each hereby ratifies, confirms and adopts the Mortgage, as amended hereby, and Debtor and the Partnership hereby, for a valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and on the terms, conditions, covenants, and agreements set forth in the Mortgage, as amended hereby, grant, bargain, sell, assign, transfer, pledge, mortgage and convey, and grant a security interest in the Collateral to Collateral Agent, WITH POWER OF SALE; TO HAVE AND TO HOLD the Collateral to Collateral Agent and its respective successors and assigns forever, subject to all of the terms, conditions, covenants and agreements set forth in the Mortgage, as amended hereby, for the security and benefit of CNB, Union and NBT and their respective successors and assigns as holders of the notes contemplated by the Amended and Restated Credit Agreement or of any other Obligations secured by the Mortgage, as amended hereby.

B. Debtor and the Partnership hereby assign to Collateral Agent all of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests, together with all amounts that become payable to Debtor or the Partnership with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

C. It is expressly understood and agreed that the foregoing shall not be deemed to make the Partnership personally liable for the repayment of the indebtedness secured by the Mortgage, except to the extent that the Partnership has specifically assumed a portion of such indebtedness pursuant to a separate assumption agreement.

[redacted] [redacted] [redacted]

MISCELLANEOUS

This Supplement shall bind and inure to the benefit of the respective successors and assigns of Debtor, the Partnership, Collateral Agent, CNB, Union and NBT, including without limitation any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Supplement, it shall vest, if at all, no later than 20 years after the execution and delivery of this Supplement.

This Supplement is executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A hereto which contains descriptions of properties located in the recording jurisdiction in which that particular counterpart is to be recorded (other portions of Exhibit A shall be included in such counterparts by reference only). All of such counterparts together constitute one and the same instrument. Complete copies of this Supplement containing all exhibits have been retained by Debtor and Collateral Agent.

EXECUTED as of the date first above written.

ATTEST:

Leslie West
Assistant Secretary

(SEAL)

BASIN EXPLORATION, INC.

By: _____
Howard L. Boigon
Vice President - General Counsel

ATTEST:

Laurie West
Assistant Secretary

(SEAL)

BASIN GAS LTD.
By: Basin Exploration, Inc.
General Partner

By: _____
Howard L. Boigon
Vice President - General Counsel

ATTEST:

CAROLYN J. CASADAY
ASSISTANT SECRETARY

(SEAL)

NATIONSBANK OF TEXAS, N.A.,
as Collateral Agent

By: _____
Name: Michele L. Jones
Title: Vice President

STATE OF COLORADO §
§
CITY AND COUNTY OF DENVER §

(Colorado, North Dakota & Wyoming)

The foregoing instrument was acknowledged before me this 10th day of May, 1995, by Howard L. Keigan as Vice President of BASIN EXPLORATION, INC., a Delaware corporation, acting for itself and as general partner of BASIN GAS LTD., a Colorado Limited Partnership, on behalf of said corporation and on behalf of such Partnership.

Witness my hand and official seal.

(Montana)

On this day before me, the undersigned notary public, personally appeared: Howard L. Keigan, known to me to be the Vice President of BASIN EXPLORATION, INC., a Delaware corporation, the corporation that executed the within instrument, acting for itself and as general partner of BASIN GAS LTD., a Colorado Limited Partnership, and acknowledged to me that such corporation executed the same and that such Partnership executed the same.

Witness my hand and official seal this 10th day of May, 1995.

Janet L. Moore
Notary Public

(SEAL)

My Commission Expires: 6-28-98

STATE OF TEXAS §
§
COUNTY OF DALLAS §

(Colorado, North Dakota & Wyoming)

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Michele L. Jones, as Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, on behalf of said national banking association, in its capacity as Collateral Agent.

Witness my hand and official seal.

(Montana)

On this day before me the undersigned Notary Public, personally appeared Michele L. Jones, known to me to be the Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, the national banking association that executed the within instrument, and acknowledged to me that such national banking association executed the same, in its capacity as Collateral Agent.

Witness my hand and official seal this 12th day of May, 1995.

Wilma J. Brewer
Notary Public

My Commission Expires: 7-17-97

(SEAL)

WILMA J. BREWER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 07-17-97

[Revolver Mortgage]

EXHIBIT B

1. The Original Mortgage was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	09/27/91	3820	278
Colorado	Weld	09/27/91	1312	Rec. 02264509
			0181	Rec. U0243084

2. The First Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	11/25/91	3840	97
Colorado	Weld	11/25/91	1318	Rec. 02270172

3. The Second Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	02/04/92	3862	583
Colorado	Weld	02/05/92	1325	Rec. 02277261
Montana	Toole	04/14/92	64 Mtgs.	354

4. The Third Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	06/01/92	3909	715
Colorado	Weld	05/27/92	1337	Rec. 02289239
Montana	Toole	06/15/92	64 Mtgs.	388

5. The Fourth Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	12/28/92	4004	395
Colorado	Weld	12/28/92	1364	Rec. 02315878
Montana	Toole	12/28/92	64 Mtgs.	479

6. The Fifth Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	02/12/93	4025	838
Colorado	Weld	02/11/93	1370	Rec. 02321555
			0186	U0250011

7. The Sixth Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	04/05/93	4047	948
Colorado	Weld	04/05/93	1376	Rec. 02327581
Montana	Toole	04/15/93	64 Mtgs.	531

8. The Seventh Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	08/06/93	4126	839
Colorado	Weld	08/06/93	1396	Rec. 02345200
Wyoming	Sublette	08/10/93	93 O&G	148

9. The Eighth Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	10/12/93	4167	970
Colorado	Weld	10/07/93	1405	Rec. 02353630
Montana	Toole	10/08/93	64 Mtgs.	621
Wyoming	Sublette	10/08/93	93 O&G	708

10. The Ninth Amendment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	10/29/93	4180	49
Colorado	Mesa	11/01/93	2020	527
Colorado	Weld	10/29/93	1409	Rec. 02357263
Montana	Toole	11/08/93	64 Mtgs.	640
N. Dakota	Billings	11/01/93	78 Mtgs.	549
Wyoming	Fremont	11/01/93	586	139
Wyoming	Sublette	11/09/93	94 O&G	439

11. The First Supplement was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Converse	05/27/94	1057	419
Wyoming	Niobrara	05/31/94	381	1

12. The Assignment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	03/30/94	4286	183
Colorado	Mesa	03/31/94	2060	1
Colorado	Weld	03/30/94	1434	Rec. 02380855
Montana	Toole	04/04/94	7 Assg Mtg	713
N. Dakota	Billings	04/04/94	79 Mtg.	273
Wyoming	Fremont	03/31/94	614	191
Wyoming	Sublette	04/07/94	96 O&G	352

EXHIBIT "A" - PART I

WELL	TWN	RGE	SEC	SPOT	WORKING INTEREST GROSS	WORKING INTEREST NET	DEPTH	Rsv Cat
ADAMS 01-33	06N	65W	33	NWNW	70.77000	56.61600	COD/NIOB	PDP
ALLES 8-31	05N	63W	31	SENE	77.12500	62.47129	COD/NIOB	PDP
ANDERSON 3-29	06N	64W	29	NENW	77.12500	61.70000	COD/NIOB	PDP
BENSON 13-15	06N	65W	15	SWSW	46.26300	35.62200	COD/NIOB	PDP
BLISS 13-34	06N	65W	34	SWSW	70.50000	54.28500	COD/NIOB	PDP
BLISS 15-33	06N	65W	33	SWSE	77.12500	62.18200	COD/NIOB	PDP
BRANCH 01-03	04N	64W	03	NENE	75.44000	60.35200	COD/NIOB	PDP
BUCKLIN 09-36	06N	66W	36	NESE	70.50000	56.19318	COD/NIOB	PDP
BUCKLIN 12-31	06N	65W	31	NWSW	75.44000	60.35200	COD/NIOB	PDP
BUNTING 4-35	05N	65W	35	NWNW	70.50000	55.01260	COD/NIOB	PDP
BUNTING 5-35	05N	65W	35	SWNW	77.12500	60.75211	COD/NIOB	PDP
CHRISTENSEN 02-19	05N	63W	19	NWNE	75.4 0	60.35200	COD/NIOB	PDP
CHRISTENSEN 15-18	05N	63W	18	SWSE	75.44000	60.35200	COD/NIOB	PDP
CHRISTENSEN 16-18	05N	63W	18	SESE	75.44000	60.35200	COD/NIOB	PDP
CLEMONS 02-03	05N	64W	03	NWNE	78.50000	63.66740	COD/NIOB	PDP
DAVIS FARMS 07-04	05N	65W	04	SWNE	46.26300	35.62200	COD/NIOB	PDP
DOS RIOS 14-34	05N	66W	34	SESW	78.50000	61.23000	COD/NIOB	PDP
DOS RIOS 43-34	05N	66W	34	NESE	44.06000	34.36680	COD/NIOB	PDP
EHRLICH 03-18	04N	66W	18	NENW	75.44000	60.35200	COD/NIOB	PDP
EHRLICH 06-18	04N	66W	18	SENW	43.00000	34.40000	COD/NIOB	PDP
FAIRMEADOWS 12-03	05N	65W	03	NWSW	46.26300	35.62200	COD/NIOB	PDP
FHA 10-01	04N	64W	01	NWSE	75.44000	60.35200	COD/NIOB	PDP
FLACK 05-03	05N	64W	03	SWNW	44.06000	35.24800	COD/NIOB	PDP
FLACK 07-19	05N	63W	19	SWNE	75.44000	60.35200	COD/NIOB	PDP
FLATIRON 10-36	06N	66W	36	NWSE	75.44000	60.35200	COD/NIOB	PDP
FOE 16-20	06N	64W	20	SESE	46.26300	35.62200	COD/NIOB	PDP
FRANCEN 11-30	06N	64W	30	NWSW	70.50000	55.21500	COD/NIOB	PDP
FRANCEN 14-30	06N	64W	30	NESW	44.06000	34.50200	COD/NIOB	PDP
FRENCH 09-33	06N	64W	33	NESE	78.50000	62.01500	COD/NIOB	PDP
GEISERT 1-11	05N	65W	11	NENE	77.12500	61.89280	COD/NIOB	PDP
GEISERT 4-12	05N	65W	12	NWNW	77.12500	61.89280	COD/NIOB	PDP
GEISERT 5-12	05N	65W	12	W2NW	70.50000	56.57630	COD/NIOB	PDP
GEISERT 7-11	05N	65W	11	S2NE	70.50000	56.61891	COD/NIOB	PDP
GLENDENNING 13-03	05N	65W	03	SWSW	77.12500	63.31100	COD/NIOB	PDP
GREENHEAD 11-18	04N	66W	18	NESW	75.44000	60.35200	COD/NIOB	PDP
GREENHEAD 14-18	04N	66W	18	SESW	75.44000	60.35200	COD/NIOB	PDP
GUNTHER 15-31	05N	63W	31	SWSE	77.12500	62.47129	COD/NIOB	PDP
HERBST 14-14	04N	64W	14	SESW	44.06000	33.92600	COD/NIOB	PDP
HERBSTER 3-35	05N	65W	35	NENW	44.06000	34.38030	COD/NIOB	PDP
HOSHIKO 01-33	06N	65W	33	NENE	77.12500	61.70000	COD/NIOB	PDP

[redacted] [redacted] [redacted]

EXHIBIT "A" - PART I

WELL	TWN	RGE	SEC	SPOT	WORKING INTEREST GROSS	NET	DEPTH	Rsv Cat
HOSHIKO 03-33	06N	65W	33	NENW	77.12500	61.70000	COD/NIOB	PDP
HOSHIKO 07-02	04N	64W	02	SWNE	77.12500	61.70000	COD/NIOB	PDP
HOSHIKO 08-33	06N	65W	33	SENE	70.50000	56.40000	COD/NIOB	PDP
HUNGENBERG 07-33	06N	65W	33	SWNE	77.12500	62.53130	COD/NIOB	PDP
KAISER 08-03	04N	64W	03	SENE	75.44000	60.35200	COD/NIOB	PDP
KAWATA 02-16	04N	66W	16	NWNE	77.12500	62.85690	COD/NIOB	PDP
KAWATA 07-16	04N	66W	16	SWNE	70.50000	57.45749	COD/NIOB	PDP
KEATON 08-26	05N	65W	26	SENE	75.44000	58.08880	COD/NIOB	PDP
KEISER 13-28	04N	66W	28	SWSW	70.50000	56.65590	COD/NIOB	PDP
KEISER 14-28	04N	66W	28	SESW	70.50000	56.65590	COD/NIOB	PDP
KINDVALL 02-35	05N	65W	35	NWNE	75.44000	58.84320	COD/NIOB	PDP
KINDVALL 07-35	05N	65W	35	SWNE	75.44000	58.84320	COD/NIOB	PDP
KOHLER 06-21	05N	64W	21	SENW	70.77000	56.61600	COD/NIOB	PDP
KOHLER 08-21	05N	64W	21	SENE	70.77000	56.61600	COD/NIOB	PDP
LARSON 6-35	05N	65W	35	SENW	70.50000	55.53350	COD/NIOB	PDP
LASALLE 14-29	05N	65W	29	SESW	77.12500	61.70000	COD/NIOB	PDP
LEY 7-19	06N	64W	19	S2NE	70.50000	55.69500	COD/NIOB	PDP
LEY 8-19	06N	64W	19	SENE	78.50000	62.01500	COD/NIOB	PDP
MCDERMED 01-01	04N	64W	01	NENE	70.77000	55.20060	COD/NIOB	PDP
MCDERMED 02-01	04N	64W	01	NWNE	70.77000	55.20060	COD/NIOB	PDP
MILLER 16-29	06N	64W	29	SESE	46.26300	35.62200	COD/NIOB	PDP
MONFORT 1-31	06N	65W	31	NENE	77.12500	61.70000	COD/NIOB	PDP
MONFORT 5-10	04N	66W	10	SWNW	75.44000	60.35200	COD/NIOB	PDP
MONFORT 6-10	04N	66W	10	SENW	44.06000	35.24800	COD/NIOB	PDP
NELSON 12-22	06N	65W	22	NWSW	44.06000	34.80700	COD/NIOB	PDP
NELSON 13-22	06N	65W	22	SWSW	70.50000	55.69500	COD/NIOB	PDP
NOFFSINGER 02-04	05N	65W	04	NWNE	77.12500	61.70000	COD/NIOB	PDP
NOFFSINGER 08-04	05N	65W	04	SENE	70.50000	54.28500	COD/NIOB	PDP
PEANUT 1	05N	66W	06	NWNW	75.44000	60.35200	COD/NIOB	PDP
PEPPLER 09-35	05N	66W	35	NESE	71.61250	53.70899	COD/NIOB	PDP
PEPPLER 16-35	05N	66W	35	SESE	3.55550	2.73773	CODELL	PDP
PFEIFFER 10-26	06N	64W	26	NWSE	44.06000	34.80740	COD/NIOB	PDP
PHELPS 08-18	04N	66W	18	SENE	75.44000	60.35200	COD/NIOB	PDP
PINNACLE PARK 13-14	06N	66W	14	SWSW	75.44000	58.84320	COD/NIOB	PDP
PLATTE VALLEY 02-21	05N	64W	21	NWNE	70.77000	56.61600	COD/NIOB	PDP
PRINTZ 2-31	06N	64W	31	NWNE	77.12500	61.70000	COD/NIOB	PDP
ROTH 1-30	06N	64W	30	E2NE	78.50000	61.62250	COD/NIOB	PDP
ROTH 2-30	06N	64W	30	NWNE	70.50000	55.34250	COD/NIOB	PDP
ROTH 11-19	06N	64W	19	NESW	77.12500	61.02520	COD/NIOB	PDP
ROTH 12-30	06N	64W	30	NWSW	78.50000	63.05076	COD/NIOB	PDP

EXHIBIT "A" - PART I

WELL	TWN	RGE	SEC	SPOT	WORKING INTEREST GROSS	WORKING INTEREST NET	DEPTH	Rsv Cat
ROTHE 1-24	05N	64W	24	NENE	70.77000	56.61600	COD/NIOB	PDP
ROTHE 2-24	05N	64W	24	NWNE	53.82750	43.06200	COD/NIOB	PDP
ROTHE 4-06	04N	63W	06	NWNW	78.50000	62.80000	COD/NIOB	PDP
ROTHE 8-24	05N	64W	24	SENE	70.77000	56.61600	COD/NIOB	PDP
ROTHE 16-24	05N	64W	24	SESE	34.25000	27.40000	COD/NIOB	PDP
RUMSEY 16-34	05N	66W	34	SESE	44.06000	34.36680	COD/NIOB	PDP
SEYLER 02-14	05N	64W	14	NWNE	44.06000	34.80740	COD/NIOB	PDP
SITZMAN 12-33	06N	64W	33	NWSW	75.44000	60.35200	COD/NIOB	PDP
SITZMAN 13-33	06N	64W	33	SWSW	70.50000	56.19318	COD/NIOB	PDP
SPOMER 02-32	05N	66W	32	NWNE	44.06000	35.24800	COD/NIOB	PDP
SPOMER 07-32	05N	66W	32	SWNE	44.06000	35.24800	COD/NIOB	PDP
SPOMER 09-32	05N	66W	32	NESE	44.06000	35.24800	COD/NIOB/SH	PDP
SPOMER 10-32	05N	66W	32	NWSE	70.50000	56.40000	COD/NIOB	PDP
STOUT 03-03	05N	64W	03	NENW	77.12500	61.70000	COD/NIOB	PDP
STRONG 06-31	06N	65W	31	SENW	75.44000	60.35200	COD/NIOB	PDP
UNI-UPRC 15-03	04N	66W	03	SWSE	70.50000	52.87499	COD/NIOB	PDP
VETTING 01-26	05N	65W	26	NENE	75.44000	58.08880	COD/NIOB	PDP
WEBER 4-19	06N	64W	19	NWNW	78.50000	62.01500	COD/NIOB	PDP
WEBSTER 9-28	06N	64W	28	NESE	78.50000	62.20340	COD/NICB	PDP
WEBSTER 9-32	06N	64W	32	NESE	77.12500	61.12159	COD/NIOB	PDP
WEBSTER 10-33	06N	64W	33	NWSE	77.12500	61.12150	COD/NIOB	PDP
WEBSTER 11-32	06N	64W	32	NESE	75.44000	58.84320	COD/NIOB	PDP
WEBSTER 14-32	06N	64W	32	SESW	70.50000	54.78801	COD/NIOB	PDP
WEBSTER 15-28	06N	64W	28	SWSE	75.44000	60.35200	CODELL	PDP
WEBSTER 15-32	06N	64W	32	S2SE	77.12500	61.12150	COD/NIOB	PDP
WEIGANDT 12-30	04N	66W	30	SWNW	77.12500	61.70000	COD/NIOB	PDP
WINTER 10-19	06N	64W	19	NWSE	70.50000	56.40000	COD/NIOB	PDP
WINTERS 12-34	06N	65W	34	NWSW	46.26300	35.62200	COD/NIOB	PDP

ANDERSON 3-19	06N	64W	19	NENW	45.00000	35.55000	PARKMAN	PNP
BUNTING 4-35	05N	65W	35	NWNW	70.50000	55.01260	SUSSEX	PNP
BUNTING 5-35	05N	65W	35	SWNW	77.12500	60.75211	SUSSEX	PNP
DOS RIOS 14-34	05N	66W	34	SESW	78.50000	61.23000	SHANNON	PNP
MILLER 16-29	06N	64W	29	SESE	46.26300	35.62200	PARKMAN	PNP
ROTH 12-30	06N	64W	30	NWSW	78.50000	63.05076	PARKMAN	PNP
SPOMER 07-32	05N	66W	32	SWNE	44.06000	35.24800	SHANNON	PNP
SPOMER 10-32	05N	66W	32	NWSE	70.50000	56.40000	SHANNON	PNP
WEBER 4-19	06N	64W	19	NWNW	78.50000	62.01500	PARKMAN	PNP

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EXHIBIT "A" - PART 1

WELL	TWN	RGE	SEC	SPOT	WORKING INTEREST GROSS	WORKING INTEREST NET	DEPTH	Rsv Cat
04N 64W 01 NESE (CN)	04N	64W	01	NESE	75.44000	60.35200	COD/NIOB	Loc
05N 63W 31 NENE (CN)	05N	63W	31	NENE	77.12500	62.47129	COD/NIOB	Loc
05N 64W 03 NENE (CN)	05N	64W	03	NENE	78.50000	63.66740	COD/NIOB	Loc
05N 64W 03 NWNW (CN)	05N	64W	03	NWNW	77.12500	61.70000	COD/NIOB	Loc
05N 64W 03 SENW (CN)	05N	64W	03	SENW	44.06000	35.24800	COD/NIOB	Loc
05N 64W 21 NENW (CN)	05N	64W	21	NENW	70.77000	56.61600	COD/NIOB	Loc
05N 64W 24 SWNE (CN)	05N	64W	24	SWNE	53.82750	43.06200	COD/NIOB	Loc
05N 64W 24 NESE (CN)	05N	64W	24	NESE	34.25500	27.40000	COD/NIOB	Loc
FOE 43-20 (CN)	06N	64W	20	NESE	46.26300	35.62200	COD/NIOB	Loc
06N 64W 28 SWNE (CN)	06N	64W	28	SWNE	45.00000	36.00000	COD/NIOB	Loc
06N 64W 28 NWSE (CN)	06N	64W	28	NWSE	78.50000	62.20340	COD/NIOB	Loc
06N 64W 28 SESE (CN)	06N	64W	28	SESE	75.44000	60.35200	COD/NIOB	Loc
06N 64W 30 SWSW (CN)	06N	64W	30	SWSW	78.50000	63.05076	COD/NIOB	Loc
06N 64W 32 NWSE (CN)	06N	64W	32	NWSE	77.12500	61.12150	COD/NIOB/PRK	Loc
06N 64W 32 SESE (CN)	06N	64W	32	SESE	77.12500	61.12150	COD/NIOB	Loc
06N 64W 33 SESE (CN)	06N	64W	33	SESE	78.50000	62.01500	COD/NIOB	Loc
06N 64W 33 SWSE (CN)	06N	64W	33	SWSE	77.12500	61.12150	COD/NIOB	Loc
06N 65W 15 NWSW (CN)	06N	65W	15	NWSW	46.26300	35.62200	COD/NIOB	Loc
06N 65W 31 SENE (CN)	06N	65W	31	SENE	77.12500	61.70000	COD/NIOB	Loc
06N 65W 31 SWNW (CN)	06N	65W	31	SWNW	75.44000	60.35200	COD/NIOB	Loc
06N 65W 33 SWNW (CN)	06N	65W	33	SWNW	70.77000	56.61600	COD/NIOB	Loc
06N 66W 14 SESW (CN)	06N	66W	14	SESW	75.44000	58.84320	COD/NIOB	Loc

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EXHIBIT A - PART II

WELD COUNTY, COLORADO

LESSOR	LESSEE	DESCRIPTION	DATE	BOOK	REC. NO.
Charles L. Achziger, Jr.	J. Michael McGhee	Township 6 North, Range 64 West Sec. 33: E½SW¼	06/01/81	943	1865244
Vincent C. Erickson and Elisabeth J. Erickson	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 33: E½SW¼	06/08/82	972	1897229
Jacob Hoffner and Irene Virginia Hoffner	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/11/84	1029	1965824
Conrad Hoffner and Dorothy Faye Hoffner	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/13/84	1029	1965825
Leah Toscani and Chester Toscani	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/15/84	1029	1965826
Rachel Eckhardt and Haldnmuth Eckhardt	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/13/84	1030	1966886
Mary Deer	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/13/84	1030	1966887
Mollie Winters, aka Amelia Winters	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/16/84	1030	1966888
Katie Hoffner	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	04/11/84	1030	1966889
Pauline Hoffner, P.R. of the Estate of Alex A. Hoffner	Wichita Industries, Inc.	Township 6 North, Range 64 West Sec. 33: W½E½SW¼	05/09/84	1033	1970537

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Lester B. Adams and Bertha E. Adams	St. Michael Exploration Company	Township 6 North, Range 65 West Sec. 33: W½NW¼	03/02/82	964	1887138
John E. Adams and Neva E. Adams	Energy Minerals Corporation	Township 6 North, Range 65 West Sec. 33: Two parcels in the W½NW¼ described by metes and bounds in the lease	03/25/85	1066	2006680
Lloyd Branch and Jean Branch	Sunshine Valley Petroleum	Township 4 North, Range 64 West Sec. 3: Lots A & B of RE683, being a part of the NE¼NE¼	05/31/85	1071	2011741
Allen A. Kaiser and Sharon Kaiser	Sunshine Valley Petroleum	Township 4 North, Range 64 West Sec. 3: A tract in the E½NE¼ more particularly described by metes and bounds in the lease	05/31/85	1071	2011739
Lynn H. Koenig and Connie L. Koenig	Sunshine Valley Petroleum	Township 4 North, Range 64 West Sec. 3: A tract in the E½NE¼ more particularly described by metes and bounds in the lease	05/31/85	1071	2011740
The Federal Land Bank of Wichita	Sunshine Valley Petroleum	Township 4 North, Range 64 West Sec. 3: A tract in the E½NE¼ more particularly described by metes and bounds in the lease	06/12/85	1073	2013696
Bucklen Equipment Company, Inc.	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of the S½NW¼ and of the NW¼SW¼ described in the lease	10/29/82	981	1907915
Curtis Strong	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of the S½NW¼ described in the lease	10/08/82	980	1906579

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The Elkhorn Company, a Co-Partnership	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: Lots 1 & 4 of the NW¼SW¼, according to the plat of the Union Colony Subdivision, ada E½NW¼SW¼	09/27/82	978	1904957
Ralph A. Cowan and Barbara J. Cowan	Sunshine Valley Petroleum	Township 6 North, Range 65 West Sec. 31: 163' x 135' tract in E½NW¼SW¼ as described in the lease	09/05/85	1083	2023880
Richard F. Bucklen and Suean Marie Bucklen	Sunshine Valley Petroleum	Township 6 North, Range 65 West Sec. 31: 3 tracts in E½NW¼SW¼ as described in the lease	09/05/85	1083	2023881
Cora Aragon, Rudy Aragon, Cathy Gutierrez, Gary Aragon, and James Aragon	Sunshine Valley Petroleum	Township 6 North, Range 65 West Sec. 31: 213.3' x 90' tract in E½NW¼SW¼ as described in the lease	09/12/85	1084	2025133
The Lower Latham Reservoir Company	T.S. Pace	Township 5 North, Range 65 West Sec. 35: That part of the W½NE¼ described by metes & bounds in the lease	04/01/70	633	1555202
Colorado Commodity Traders, Inc.	Elwood Oil Company	Township 5 North, Range 65 West Sec. 35: W½NE¼ except certain tracts described by metes and bounds in the lease	02/17/85	1064	2005171
Hugh Fulton and Helen Fulton	Elwood Oil Company	Township 5 North, Range 65 West Sec. 35: W½NE¼ excluding that acreage (3 ac. more or less) containing the Lower Latham Reservoir	01/15/85	1056	1995780

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Chuck A. Kindvall and Cindy L. Kindvall	Elwood Oil Company	Township 5 North, Range 65 West Sec. 35: W½NE¼ except certain tracts described by metes and bounds in the lease	02/17/85	1069	2010020
W. J. Trembath and Rose Trembath	Elwood Oil Company	Township 5 North, Range 65 West Sec. 35: W½NE¼ excluding that acreage (3 ac. more or less) containing the Lower Latham Reservoir	02/06/85	1058	1998651
Alicia Ann Metz & Anne Campbell	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the W½NE¼ described by metes & bounds in the lease	10/08/85	1092	2032745
Daniel Seelinger & Lori Lynn Seelinger	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the W½NE¼ described by metes & bounds in the lease	10/03/85	1090	2030779
Brian Seelinger	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the W½NE¼ described by metes & bounds in the lease	10/03/85	1089	2029883
Darlene Campbell, Lori Campbell, Cari Campbell, & Michelle Campbell	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the W½NE¼ described by metes & bounds in the lease	10/14/85	1095	2035498
Arthur G. Larson & Juanita J. Larson	Elwood Oil Company	Township 5 North, Range 65 West Sec. 35: That part of the W½NE¼ described by metes & bounds in the lease	05/22/85	1070	2010910

Frances E. Christensen	Vessels Oil & Gas Company	Township 5 North, Range 63 West Sec. 18: S½SE¼ Sec. 19: NW¼NE¼ and all that part of the SW¼NE¼ lying N. of the centerline of Cnty. Rd. 56 (now WCR 388) and formerly the railroad	05/19/80	910	1831918
Ewing Investment Company	Energy Minerals Corporation	Township 5 North, Range 63 West Sec. 19: N½SE¼ and that part of the W½NE¼ lying S. of the centerline of Cnty. Rd. 56 (now WCR 388) and formerly the railroad	04/05/80	902	1824066
Mary E. Reeves	Sunshine Valley Petroleum	Township 5 North, Range 63 West Sec. 19: N½SE¼ and that part of the W½NE¼ lying S. of the centerline of Cnty. Rd. 56 (now WCR 388) and formerly the railroad	03/13/85	1061	2002264
James Lee Odle and Ruth Ann Odle	Sunshine Valley Petroleum	Township 5 North, Range 63 West Sec. 19: N½SE¼ and that part of the W½NE¼ lying S. of the centerline of Cnty. Rd. 56 (now WCR 388) and formerly the railroad	03/13/85	1061	2002265
Paul W. Gaiser and Billie Lou Gaiser	Sunshine Valley Petroleum	Township 5 North, Range 63 West Sec. 19: N½SE¼ and that part of the W½NE¼ lying S. of the centerline of Cnty. Rd. 56 (now WCR 388) and formerly the railroad	04/17/85	1066	2006557
Eaton Cattle Co.	Nordic Petroleums, Inc.	Township 4 North, Range 66 West Sec. 18: S½NE¼, E½W½	08/05/82	974	1899985

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Ehrlich Feed Lot, Inc.	Nordic Petroleums, Inc.	Township 4 North, Range 66 West Sec. 18: That part of the E½NW¼, of the SW¼NE¼ and of the NE¼SW¼ described in the lease	08/17/82	976	1902842
Greenhead Land & Cattle Company	Nordic Petroleums, Inc.	Township 4 North, Range 66 West Sec. 18: That part of the S½NE¼ and of the E½W½ described in the lease	08/13/82	976	1901879
Michael P. Ryan, Jr. and Mary T. Ryan	Nordic Petroleums, Inc.	Township 4 North, Range 66 West Sec. 18: SE¼NE¼	08/04/82	978	1904956
Lorene Troudt	Prime Resources	Township 4 North, Range 64 West Sec. 1: N½SE¼	06/29/85	1076	2016992
United States of America, acting through the Farmers Home Administration	Prime Resources	Township 4 North, Range 64 West Sec. 1: N½SE¼	06/27/85	1076	2016923
James G. Milne, Jr., Mildred E. Milne, Harold H. Short, and Elizabeth H. Short	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Part of NW¼SE¼ described by metes and bounds in the lease	11/28/83	1016	1951358
Timothy W. Thissen and Marilyn B. Thissen	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Part of NW¼SE¼ as described by metes and bounds in the lease	11/04/82	988	1917469
Abstar R. Diengdoh and Judy R. Diengdoh	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lots 1-2, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded 3/11/58 in Book 648 under Rec. No. 1273754	02/01/83	990	1919874

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Kirk L. Smith and Brenda K. Smith	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 3, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded 3/11/58 in Book 648 under Rec. No. 1273754	01/25/83	989	1917723
Kirk L. Smith and Brenda K. Smith	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 4, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded 3/11/58 in Book 648 under Rec. No. 1273754	01/25/83	988	1916290
Edward Leroy Deubach and Marianne Deubach	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lots 5-7, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded 3/11/58 in Book 648 under Rec. No. 1273754	02/02/83	988	1916642
Jeff Hansen	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 8, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded 3/11/58 in Book 648 under Rec. No. 1273754	02/14/83	990	1918870
Ellen Pulliam	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 9, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded 3/11/58 in Book 648 under Rec. No. 1273754	01/26/83	988	1917472
Waldean M. Saalfeld and Ruth P. Saalfeld	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 1, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded in Book 561 under Rec. No. 1483098	01/31/83	989	1917722

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W. Neil Harmer and Dorothy H. Harmer	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 2, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded in Book 561 under Rec. No. 1483098	02/25/83	990	1918869
Gladys M. Brown, Nancy F. Johnston, Billy D. Johnston, Gary L. Brown, and Bonnie Brown	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 3, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded in Book 561 under Rec. No. 1483098	01/26/83	990	1918868
Helen V. Phillips	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 4, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded in Book 561 under Rec. No. 1483098	01/26/83	988	1916291
Willis A. Gibson and Ella May Gibson	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: Lot 5, Pulliam Sub., located in the NW¼SE¼, according to the plat thereof recorded in Book 561 under Rec. No. 1483098	02/17/83	990	1919676
Roger C. Keaton and Donna L. Keaton	Arlo L. Richardson	Township 5 North, Range 65 West Sec. 26: That part of the E½NE¼ lying South of the center line of the UPRR ROW	10/04/85	1087	2027465
James E. Vetting and Michele I. Vetting	Arlo L. Richardson	Township 5 North, Range 65 West Sec. 26: That part of the E½NE¼ lying North of the center line of the UPRR ROW	04/04/84	1027	1963587

Clarence D. Ehrlich, Paul Ehrlich, Rachel Kaveny, Reuben Ehrlich, Walter Ehrlich, Erma M. Ehrlich, Ralph L. Ehrlich, Jake B. Ehrlich, and Elda Kopp	Arlo L. Richardson	Township 5 North, Range 65 West Sec. 26: That part of the E½NE¼ lying North of the center line of the UPRR ROW	07/23/84	1043	1981383
School District No. RE-7	Wichita Industries Inc.	Township 5 North, Range 64 West Sec. 21: Two parcels in the W½NE¼ more specifically described by metes and bounds in the lease. ALSO, all of Blocks 9 through 12, Clark and Hill's 2nd Addition; all of Block 5, all of Lots 1 - 16 and 27 - 42, Block 7; and Lots 1 - 16, Block 8, Clark and Hill's Addition, Town of Kersey, including vacated streets and alleys and including all streets and alleys adjacent to or abutting said Blocks, being a part of the NE¼NW¼	05/30/84	1033	1970538
Eleanor E. Moorhead	Cody Nordell Exploration, Inc.	Township 5 North, Range 64 West Sec. 21: NE¼ and the SE¼NW¼ except 4 tracts described in Amendment & Ratification in Book 1065 under Rec. No. 2005452	04/01/82	969	1894074
Great Western Sugar Company	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: A 150' x 996' parcel in the SE¼NW¼ described in the lease	02/05/85	1082	2023091
James A. Hoffner and Georgia M. Hoffner	Cody Nordell Exploration, Inc.	Township 5 North, Range 64 West Sec. 21: Lots 1-4, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	05/13/83	998	1929409

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Bernard Michalik and Judith A. Michalik	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 5-7, N½ of Lot 8, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/17/85	1077	2017717
Doyle D. Prescott and Shirley J. Prescott	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: S½ of Lot 8, Lots 9-11, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/17/85	1077	2017718
John S. Gonzales and Eugenia J. Gonzales	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 12-21, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/22/85	1077	2017928
Dan E. Daily and Nancy E. Daily	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 37-42, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/19/85	1077	2017926
Mona Fae Hughes and Barry Joseph Hughes	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: N½ of Lot 34, Lots 35-36, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/17/85	1077	2017715
Donna M. Reedy and Frank C. Reedy	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 32, 33, S½ of Lot 34, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/22/85	1077	2017927

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Gary M. Bolken and Patricia S. Bolken	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: N½ of Lot 29, Lots 30-31, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/17/85	1077	2017716
Marvin D. Wakeman and Sondra S. Wakeman	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 27, 28, S½ of Lot 29, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/16/85	1077	2017714
Clifford R. Redmon and Beth I. Redmon	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: N½ of Lot 24, Lots 25, 26, that part of S½ of Lot 24 desribed by metes and bounds in the lease, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/19/85	1077	2017925
David J. Gifford and JoAnn Gifford	Cody Nordell Exploration, Inc.	Township 5 North, Range 64 West Sec. 21: Lots 22-23, S½ of Lot 24, Block 6, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	05/16/83	998	1928673
Thomas G. Troudt and Susan J. Troudt	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 17-18, N. 13½ feet of Lot 19, Block 7, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/22/85	1077	2018342

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James E. Bruntz	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 20-21, S. 11½ feet of Lot 19, Block 7, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/26/85	1078	2018047
James K. Anderson and Donna L. Anderson	Cody Nordell Exploration, Inc.	Township 5 North, Range 64 West Sec. 21: Lots 25-26, N. 13' 6" Lot 24, Block 7, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	05/24/83	998	1929408
Ronald Green and Rosina L. Green	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 22-23, S. 11½ feet of Lot 24, Block 7, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/23/85	1077	2018343
Dennie A. Fowler and Cynthia R. Fowler	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 17-18, N. 9 feet of Lot 19, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/25/85	1078	2018550
Federico H. Cantu, Jr. and Maria D. Cantu	Cody Nordell Exploration, Inc.	Township 5 North, Range 64 West Sec. 21: Lots 20-21, Lot 19 except North 9 feet, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	05/18/83	998	1928674
Kendall R. Weickum and Theresa R. Weickum	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 40-42, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	08/12/85	1082	2023034

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Dennis D. Loose and Sharlene A. Loose	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 37-39, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/17/85	1077	2017719
Edna J. Swank	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 34-36, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/25/85	1078	2018548
Robert C. Kellerhuis and Marilyn D. Kellerhuis	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 31-33, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/25/85	1078	2018547
John A. Edminster and Rena A. Edminster	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 28-30, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/24/85	1077	2018549
Gavina A. Martinez et al.	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 21: Lots 22-27, Block 8, Clark & Hill's Addition, Town of Kersey, being a part of the NE¼NW¼	07/29/85	1082	2023035
Wayne B. McDermed	XO Exploration, Inc.	Township 4 North, Range 64 West Sec. 1: Lot 1, ada N½NE¼	01/13/82	962	1884947
Monfort Feed Lots, a division of Monfort of Colorado, Inc.	The Colton Company	Township 4 North, Range 66 West Sec. 10: S½NW¼	08/10/78	842	1764358
Regina Mineral Resources, Inc.	Frizzell Oil Company	Township 5 North, Range 66 West Sec. 6: W½NW¼	08/31/84	1048	1987607
Betty G. McFerren	Frizzell Oil Company	Township 5 North, Range 66 West Sec. 6: W½NW¼	08/31/84	1048	1987608

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Theodor Blehm	Brooks Exploration Incorporated	Township 5 North, Range 66 West Sec. 6: W½NW¼	07/26/81	943	1865432
Don V. Rice and Juanita R. Rice	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	10/26/84	1054	1994394
Dorothy P. Fagerberg	Transcontinent Oil Company	Township 6 North, Range 66 West Sec. 14: S½SW¼	09/02/81	947	1869490
William H. Scott and Linda A. Scott	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	06/10/85	1072	2012953
Ralph D. Clarkson and Jane W. Clarkson	Petromax Energy Corporation	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	08/29/84	1047	1985814
Sharon A. Pickrell, aka Sharon A. McClure	Petromax Energy Corporation	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	08/29/84	1047	1985813
Donald E. Gunther and Joyce Elaine Gunther	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	09/20/84	1054	1994397
A. Wesley Barnaby and Lois A. Barnaby	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	09/20/84	1054	1994396

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Monte C. Faulk and Jacqueline G. Faulk	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	09/20/84	1054	1994395
Kevin Lee Anderson and Mary Linda Anderson	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. by metes and bounds in the lease	06/01/85	1079	2019968
Albert L. Swanson and Joyann K. Swanson	Petromax Energy Corporation	Township 6 North, Range 66 West Sec. 14: Tract B of Recorded Exemption No. 0805-14-3-RE227, being a part of the S½SW¼	08/28/84	1047	1985815
Clarence V. Anderson and Elizabeth E. Anderson	Petromax Energy Corporation	Township 6 North, Range 66 West Sec. 14: All that part of S½SW¼ as des. in WD in Book 595 under Rec. No. 1516860 except Tract B of Recorded Exemption No. 0805-14-3-RE227	06/19/84	1042	1980798
George W. Hoecher and Beatrice Hoecher	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: A tract in the S½SW¼ more particularly des. in the lease	)5/08/85	1072	20130 19
Miles M. Kotuc and Marie Kotuc	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: Lot 15, Pinnacle Park Subdivision, 3rd. Filing, being a part of the S½SW¼	02/19/85	1071	2012165

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Donald E. Bartell et al.	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: Lot 1, Lots 4-11, Lots 16 & 17, Lots 21 & 22, Lots 24-28, Lots 30 & 31, Pinnacle Park Subdivision, 3rd. Filing, being a part of the S½SW¼	09/20/84	1054	1994390
James P. Wright, Jr. and Rita K. Wright	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: Lot 18, Pinnacle Park Subdivision, 3rd. Filing, being a part of the S½SW¼	02/19/85	1061	2001970
Donald Carmichael and Michele M. Carmichael	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: Lot 19, Pinnacle Park Subdivision, 3rd. Filing, being a part of the S½SW¼	02/19/85	1060	2000733
Steve D. Royer and Karen Dianne Royer	Elwood Oil Company	Township 6 North, Range 66 West Sec. 14: Lot 20, Pinnacle Park Subdivision, 3rd. Filing, being a part of the S½SW¼	02/19/85	1061	2002225
Wallace H. Rothe and Ruth Rothe	Matador Exploration, Inc.	Township 5 North, Range 64 West Sec. 24: NE¼ less that part lying East of Crow Creek, E½SE¼	11/26/84	1051	1990791
Platte Enterprises, Inc.	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 24: A tract in the SE¼SE¼ more particularly described by metes and bounds in the lease	06/07/85	1073	2013585
Stow L. Witwer	Matador Exploration, Inc.	Township 5 North, Range 64 West Sec. 24: A tract in the E½NE¼ more particularly described by metes and bounds in the lease	12/31/84	1054	1994265

South Platte Farms	Matador Exploration, Inc.	Township 5 North, Range 64 West Sec. 24: A tract in the E½NE¼ more particularly described by metes and bounds in the lease	01/04/85	1054	1994594
James Lee Odle and Ruth Ann Odle	Sunshine Valley Petroleum	Township 5 North, Range 64 West Sec. 24: A tract in the E½NE¼ more particularly described by metes and bounds in the lease	01/22/85	1057	1997112
Daniel H. Sitzman and Elizabeth Sitzman	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 33: W½SW¼	06/30/82	972	1897067
Greeley National Bank, Trustee and/or Wade W., Daniel C. and Perry L. Webster	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 28: S½SE¼	10/25/82	981	1908051
Donald Eugene Hoffner and Mildred Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: S½SE¼	05/14/85	1070	2010904
Herbert J. Hoffner and Patricia Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: S½SE¼	05/14/85	1069	2009795
Kenneth D. Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: S½SE¼	05/14/85	1069	2009793
Robert L. Hoffner and Betty Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: S½SE¼	05/14/85	1069	2009794
Harriett H. Lehr and Robert Lehr	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: S½SE¼	05/14/85	1069	2009796
James A. Hoffner and Alice M. Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: S½SE¼	05/14/85	1069	2009792

Webster Land and Cattle Company	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 32: NE¼SW¼	10/25/82	981	1907831
Arthur E. Alles & Sharon J. Alles	Sage Oil and Gas, Ltd.	Township 5 North, Range 63 West Sec. 31: E½NE¼ and that part of W½SE¼ North of U.S. Highway 34	05/30/86	1114	2055802
Eugene L. Gunther	Sage Oil and Gas, Ltd.	Township 5 North, Range 63 West Sec. 31: That part of W½SE¼ South of U.S. Highway 34	05/30/86	1114	2055803
Douglas James Staudinger and Coleen Staudinger	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the NW¼ more particularly described by metes and bounds in the lease	03/02/82	968	1891781
Raymond C. Weber and M. Louise Weber	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the NW¼ more particularly described by metes and bounds in the lease	04/01/82	968	1891782
Gary A. Anderson and Harriett J. Anderson	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the NW¼ more particularly described by metes and bounds in the lease	03/27/82	968	1892951
Wesley A. Brown, Jackie L. Brown, Paul Alan Kirkpatrick, and Marna Jean Kirkpatrick	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the NW¼ more particularly described by metes and bounds in the lease	10/13/83	1012	1946183
Margaret C. Anderson	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 29: N½NW¼	12/07/81	959	1880858

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Ester Anderson and Sera Anderson	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 29: N½NW¼	12/10/81	959	1880359
William E. Ankeney	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 28: W½NE¼	01/20/82	963	1886406
Carl A. Benson, Sonja E. Benson, Agnes Benson Hawley, Violet J. Benson Carlson, Shirley A. Benson Urich, and Kenneth E. Benson	The Colton Company	Township 6 North, Range 65 West Sec. 15: W½SW¼	03/23/81	940	1861646
Charles W. Bliss and Elyse Bliss	The Colton Company	Township 6 North, Range 65 West Sec. 33: SW¼SE¼, E½NW¼SE¼ Sec. 34: W½W½SW¼	04/14/81	945	1866873
Donald E. Hungenberg and Beatrice L. Hungenberg	Sunshine Valley Petroleum Corporation	Township 6 North, Range 65 West Sec. 33: W½NW¼SE¼ and that part of the SW¼NE¼ lying W. of the Bliss Lateral	10/20/86	1132	2074322
Davis Farms, Inc.	The Colton Company	Township 5 North, Range 65 West Sec. 4: NE¼ Township 6 North, Range 65 West Sec. 33: N½NE¼, SE¼NE¼, NE¼NW¼, and that part of the SW¼NE¼ lying E. of the Bliss Lateral	05/06/81	935	1857111
Fred J. Winters and Ann Winters	Energy Minerals Corporation	Township 6 North, Range 65 West Sec. 34: E½W½SW¼ Township 5 North, Range 65 West Sec. 3: W½NW¼SW¼	02/11/82	963	1885465

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Fairmeadows Land Company	The Colton Company	Township 5 North, Range 65 West Sec. 3: E½NW¼SW¼, NE¼SW¼	04/10/81	936	1857783
Weld County Board of Commissioners	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of the NE¼SW¼ described in the lease	09/29/82	979	1906406
Cowan Concrete Products, Inc.	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of the NE¼SW¼ described in the lease	09/24/82	979	1905606
Bucklen Equipment Company, Inc.	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	10/29/82	981	1907915
G. Floyd Adams and June A. Adams	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	10/11/82	979	1906355
Elmo B. Foster and Mary E. Foster	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/22/82	984	1911157
Joseph W. Foster	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/29/82	984	1911156
Ruth L. Bricher and Joseph M. Bricher	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/29/82	984	1911155

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Alma V. Thomas	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/29/82	984	1911152
Gertrude L. Dippel and Francis W. Dippel	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/29/82	984	1911153
Edna E. Tegeler	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/22/82	984	1911154
Marguerite Hopkins and J. George Hopkins	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/29/82	984	1911972
Mary M. Sauter and Ralph A. Sauter	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	12/01/82	984	1911335
Anna Marie Wilcox and Kenneth E. Wilcox	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	12/01/82	984	1911973
Helen B. Eisenman and Joseph O. Eisenman	Nordic Petroleums, Inc.	Township 6 North, Range 65 West Sec. 31: That part of Lot 3 of the NE¼SW¼ as described in the lease	11/30/82	985	1913639

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Cymanski-Kountz Dairy Ltd.	Petrogulf Energy Company	Township 5 North, Range 65 West Sec. 35: W½NW¼ and that part of the E½NW¼ lying W. of the outlet ditch of The Lower Latham Reservoir, excluding said reservoir	11/12/81	953	1875228
Douglas Lee Herbster & Myra Joan Herbster	Petrogulf Energy Company	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	01/21/82	961	1883747
Alicia Ann Metz & Anne Campbell	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	10/08/85	1092	2032746
Daniel Seelinger & Lori Lynn Seelinger	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	10/03/85	1090	2030780
Brian Seelinger	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	10/03/85	1089	2029882
Darlene Campbell, Lori Campbell, Cari Campbell, & Michelle Campbell	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	10/14/85	1098	2038520
Carl C. Walter and Janice E. Walter	Sunshine Valley Petroleum	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	10/04/85	1087	2028176

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Arthur G. Larson & Juanita J. Larson	Elwood Oil Company	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	05/22/85	1070	2010910
The Lower Latham Reservoir Company	T.S. Pace	Township 5 North, Range 65 West Sec. 35: That part of the E½NW¼ described by metes & bounds in the lease	04/01/70	633	1555202
Bud Clemons	Sunshine Valley Petroleum Corporation	Township 5 North, Range 64 West Sec. 3: A tract in the NW¼NE¼ described by metes and bounds in the lease	01/27/86	1102	2041929
Robert H. Wardlaw and Wilma M. Wardlaw	J. Michael McGhee	Township 5 North, Range 64 West Sec. 3: A tract in the NW¼NE¼ described by metes and bounds in the lease	05/05/81	943	1865245
Richard Sanchez and Barbara J. Sanchez	Wichita Industries, Inc.	Township 5 North, Range 64 West Sec. 3: Lot A of Recorded Exemption No. 0963-3-1-RE72, being part of the NE¼NE¼	06/11/84	1034	1971727
Ross J. Rumsey and Virginia L. Rumsey	Wichita Industries, Inc.	Township 5 North, Range 64 West Sec. 3: Lot B of Recorded Exemption No. 0963-3-1-RE72, being part of the NE¼NE¼	11/06/841-RE72, being part of the NE¼NE¼	1053	1993197
Ronald M. Richardson and Ruby E. Richardson	Sunshine Valley Petroleum Corporation	Township 5 North, Range 64 West Sec. 3: N½NE¼NE¼NE¼	03/26/86	1107	2047912
C. Eugene Mossberg and Susan E. Mossberg	Sunshine Valley Petroleum Corporation	Township 5 North, Range 64 West Sec. 3: A tract in the NW¼NE¼ described by metes and bounds in the lease	04/14/86	1111	2051810

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Dos Rios, Inc.	Nordic Petroleums, Inc.	Township 5 North, Range 66 West Sec. 34: SE¼SW¼	12/08/82	984	1912260
Walter V. Straight	The Colton Company	Township 5 North, Range 66 West Sec. 34: SE¼SW¼	03/01/81	933	1854848
Lorene Troudt	Prime Resources	Township 4 North, Range 64 West Sec. 1: SW¼SE¼	06/29/85	1076	2016992
United States of America, acting through the Farmers Home Administration	Prime Resources	Township 4 North, Range 64 West Sec. 1: SW¼SE¼	06/27/85	1076	2016923
Carroll E. Flack and Lula M. Flack	J. Michael McGhee	Township 5 North, Range 64 West Sec. 3: W½NW¼	04/06/81	943	1865211
William F. Doke and Sylvia Doke	J. Michael McGhee	Township 5 North, Range 64 West Sec. 3: W½NW¼	05/07/81	949	1870840
Mary Carolyn Odell and William Edward Odell	J. Michael McGhee	Township 5 North, Range 64 West Sec. 3: W½NW¼	06/24/81	949	1870841
Patricia Ann Wright and Larry O. Wright	J. Michael McGhee	Township 5 North, Range 64 West Sec. 3: W½NW¼	06/24/81	949	1870876
Frank E. Doke	J. Michael McGhee	Township 5 North, Range 64 West Sec. 3: W½NW¼	06/24/81	962	1884308
Roderick R. Miller & Sons	Sovereign Oil Company	Township 5 North, Range 64 West Sec. 3: Lot 2, Minor Subdivision #17 as described in plat recorded 11/28/72 in Book 681 under Rec. No. 1602542, being a part of the E½NW¼	07/01/82	973	1898275

Helen M. Briscoe	Sovereign Oil Company	Township 5 North, Range 64 West Sec. 3: SE¼NW¼ less & except that tract containing 70.96 ac. as described in Book 668 under Rec. No. 1589687	07/13/82	972	1897877
C. Eugene Mossberg and Susan E. Mossberg	Sovereign Oil Company	Township 5 North, Range 64 West Sec. 3: Lot 1, Minor Subdivision #17 as described in plat recorded 11/28/72 in Book 681 under Rec. No. 1602542, being a part of the NE¼NW¼	06/30/82	972	1897068
Bucklen Equipment Company, Inc.	Nordic Petroleums, Inc.	Township 6 North, Range 66 West Sec. 36: E½N½SE¼, also described as all that part of the N½SE¼ lying East of the County Road	10/29/82	981	1907915
Lois E. Foe	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 20: E½SE¼	01/25/82	963	1885304
Edward Dorn and Mary E. Dorn	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 20: E½SE¼	01/15/82	963	1885303
Nels Arthur Francen and Jeannette Selma Francen	Petrogulf Energy Co.	Township 6 North, Range 64 West Sec. 30: E½SW¼ except 4.41 ac. thereof conveyed to the UPRR for railroad purposes by deed recorded in Book 300 at Page 150	03/19/82	968	1892950
Champlin Petroleum Company	Sunshine Valley Petroleum Corporation	Township 6 North, Range 64 West Sec. 30: RR ROW strip in NE¼SW¼	12/01/86	1114	2054928
G. Leo French and Virginia Helen French	Colorado Jett Petroleum	Township 6 North, Range 64 West Sec. 33: E½SE¼	10/22/84	1054	1994521

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Alice R. Bardwell	Colorado Jett Petroleum	Township 6 North, Range 64 West Sec. 33: E½SE¼	10/26/84	1054	1994522
Kent A. Boehner and Pamela A. Boehner	Colorado Jett Petroleum	Township 6 North, Range 64 West Sec. 33: A 1.0 ac. tract in the E½SE¼ as described in the lease	11/01/84	1070	2010669
Frank Stanley Davis and Barnard Houtchens, Trustees of Trust created under Will of Robert S. Davis, deceased, for the benefit of Jody Davis Leduc	Richard L. Lewis	Township 5 North, Range 65 West Sec. 11: NE¼ except a tract of approx. 6 ac. located near the South line of the NE¼, described in deed recorded 01/16/76 in Book 757 under Rec. No. 1679098 Sec. 12: W½NW¼	12/08/80	924	1846390
Frank Stanley Davis	Richard L. Lewis	Township 5 North, Range 65 West Sec. 11: NE¼ except a tract of approx. 6 ac. located near the South line of the NE¼, described in deed recorded 01/16/76 in Book 757 under Rec. No. 1679098 Sec. 12: W½NW¼	12/08/80	924	1846389
Frank Stanley Davis and Barnard Houtchens, Trustees of Trust created under Will of Robert S. Davis, deceased, for the benefit of Melissa Lee Davis	Richard L. Lewis	Township 5 North, Range 65 West Sec. 11: NE¼ except a tract of approx. 6 ac. located near the South line of the NE¼, described in deed recorded 01/16/76 in Book 757 under Rec. No. 1679098 Sec. 12: W½NW¼	12/08/80	924	1846391

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Robert Timothy Davis	Richard L. Lewis	Township 5 North, Range 65 West Sec. 11: NE¼ except a tract of approx. 6 ac. located near the South line of the NE¼, described in deed recorded 01/16/76 in Book 757 under Rec. No. 1679098 Sec. 12: W½NW¼	12/08/80	937	1859381
Winifred Middleton, Donald L. Rodman, Jr. & Debra L. Rodman	Thomas A. Rutledge	Township 5 North, Range 65 West Sec. 11: A 6.459 ac. tract in the S½NE¼ des. by metes and bounds in the lease	12/22/82	985	1913593
Richard Geisert & Francis Geisert	Petrogulf Energy Company	Township 5 North, Range 65 West Sec. 11: That part of the lease lying within the NE¼, except a tract described in Book 1124 at Page 129 Sec. 12: W½NW¼	04/28/82	968	1891778
Mary E. Glendenning	S: :hine Valley Petroleum Corporation	Township 5 North, Range 65 West Sec. 3: All that part of the E½SW¼SW¼ and SE¼SW¼ lying S. of the county road, excepting therefrom Lot "A" of Recorded Exemption No. 0961-3-3-RE336	04/03/86	1108	2049365
Kenneth E. Andersen and Sandra E. Andersen	Sunshine Valley Petroleum Corporation	Township 5 North, Range 65 West Sec. 3: All that part of the W½SW¼SW¼ lying S. of the Ogilvy Canal	04/14/86	1119	2060790
Fairmeadows Land Company	The Colton Company	Township 5 North, Range 65 West Sec. 3: That part of the S½SW¼ lying N. of Eighth Street Road	04/10/81	936	1857783

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Fred J. Winters and Ann Winters	Energy Minerals Corporation	Township 5 North, Range 65 West Sec. 3: That part of W½SW¼SW¼ lying N. of the Ogilvy Ditch	02/11/82	963	1885465
Edward A. Glendenning and Linda Glendenning	X O Exploration, Inc.	Township 5 North, Range 65 West Sec. 3: Lot "A" of Recorded Exemption No. 0961-3-3-RE336, being a part of the S½SW¼	01/26/82	963	1885865
The IntraWest Bank of Greeley, Trustee under a Trust Agreement with Conrad J. Herbst, Jr.	Thomas R. Scheirman	Township 4 North, Range 64 West Sec. 14: SE¼SW¼	08/15/84	1041	1978757
Paul Hoshiko, Jr., Jean Hoshiko, and Dennis J. Hoshiko	Sunshine Valley Petroleum Corporation	Township 4 North, Range 64 West Sec. 2: SW¼NE¼	12/10/85	1095	2035996
Warner O. Rothe and Helen Rothe	Sunshine Valley Petroleum Corporation	Township 4 North, Range 64 West Sec. 2: SW¼NE¼	06/30/85	1075	2015565
George N. Benson	Aeon Energy Co.	Township 4 North, Range 66 West Sec. 30: S½NW¼, EXCEPT minerals reserved by Union Pacific Railroad Company in Deed rec. in Book 1048 at Page 101, all in Weld County records	11/03/81	954	1876282
A. Bruce Johnson and Janet H. Johnson	Aeon Energy Co.	Township 4 North, Range 66 West Sec. 30: S½NW¼, EXCEPT minerals reserved by Union Pacific Railroad Company in Deed rec. in Book 1048 at Page 101, all in Weld County records	11/03/81	954	1876283

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Champlin Petroleum Company	Sunshine Valley Petroleum Corporation	Township 4 North, Range 66 West Sec. 30: A strip of land lying in the S½NW¼, being all of that portion of the 200 foot wide ROW of the Union Pacific RR Co. Main Line (Platteville Connection), except that portion of said parcel lying within a strip of land described in Warranty Deed recorded 03/28/1895 in Book 123 at Page 388	10/01/86	1148	2090226
Haruko Kawata	Aeon Energy Co.	Townsr.p 4 North, Range 66 West Sec. 16: W½NE¼	10/10/81	953	1874612
Leonard R. Nicholls and Meredith J. Nicholls	Sunshine Valley Petroleum Corporation	Township 4 North, Range 66 West Sec. 16: W½NE¼	09/22/86	1129	2071213
Henry Keiser	Sunshine Valley Petroleum	Township 4 North, Range 66 West Sec. 28: Blocks 55-60, 88-92 and S½ of Blocks 54 and 61 of the Town of Gilcrest, including adjacent streets and alleys, lying within the S½SW¼	04/19/85	1068	2008661
The Weld County Investment Company, a dissolved Colorado corporation, Trust	Sunshine Valley Petroleum	Township 4 North, Range 66 West Sec. 28: Blocks 86, 87 and 93 and S½ of Blocks 85 and 94 of the Town of Gilcrest, including adjacent streets and alleys, lying within the S½SW¼	08/01/85	1080	2020296

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State Department of Highways	Sunshine Valley Petroleum Corporation	Township 4 North, Range 66 West Sec. 28: Three parcels in SE¼SW¼ described by metes and bounds in the lease	05/08/87	1156	2099280
United States of America (COC-46534)	Union Pacific Resources Company	Township 4 North, Range 66 West Sec. 28: That portion of the SE¼SW¼ within railroad right-of-way C-668	12/01/87	1209	2155551
Town of LaSalle	Arlo L. Richardson	Township 5 North, Range 65 West Sec. 29: A 36.04 ac. tr. in the SE¼SW¼ described by metes and bounds in the lease	11/22/83	1014	1949077
Dorothy Louise Hyatt	Sunshine Valley Petroleum Corporation	Township 5 North, Range 65 West Sec. 29: SE¼SW¼ EXCEPT a 36.04 ac. tract described by metes and bounds in the lease	07/30/86	1127	2068645
Martin L. Frei, Mary E. Stoll, & Clarence H. Frei	Sunshine Valley Petroleum Corporation	Township 5 North, Range 65 West Sec. 29: SE¼SW¼ EXCEPT a 36.04 ac. tract described by metes and bounds in the lease	07/30/86	1126	2067156
Gladys Mae Morthorst	Sunshine Valley Petroleum Corporation	Township 5 North, Range 65 West Sec. 29: SE¼SW¼ EXCEPT a 36.04 ac. tract described by metes and bounds in the lease	07/30/86	1126	2067794
Jake T. Fritzler and Naomi Fritzler	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: S½NE¼	03/18/82	963	1886176
George L. Bunting and Mabel I. Bunting	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: S½NE¼	03/26/82	968	1891775

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Larry G. Ley and Vickie L. Ley	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: S½NE¼	10/14/82	981	1908652
William McFerren, Jr. and Betty G. McFerren	Robin M. Richardson	Township 4 North, Range 64 West Sec. 2: That part of the W½NW¼ described by metes and bounds in the lease	04/09/85	1071	2011855
United States of America, acting through Farmers Home Administration	Robin M. Richardson	Township 4 North, Range 64 West Sec. 2: That part of the W½NW¼ described by metes and bounds in the lease	06/07/85	1077	2017418
James T. Kato and Miyeko Kato	R. M. Richardson	Township 4 North, Range 64 West Sec. 2: That part of the W½NW¼ described by metes & bounds in Book 1091 under Rec. No. 2032246	06/05/85	1075	2015381
Elton L. Townsend and Arminda Townsend	R. M. Richardson	Township 4 North, Range 64 West Sec. 2: A 5 ac., more or less, tract in W½NW¼ des. by metes & bounds in the lease	07/08/85	1077	2017722
Rhinie A. Miller and Alice A. Miller	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 29: SE¼SE¼ except right-of-way as conveyed by deed recorded in Boo 292 at Page 475	12/16/81	960	1882508
Monfort Feed Lots, a division of Monfort of Colorado, Inc.	The Colton Company	Township 6 North, Range 65 West Sec. 31: E½NE¼	04/18/79	870	1792317
Monfort Feed Lots, a division of Monfort of Colorado, Inc.	The Colton Company	Township 4 North, Range 66 West Sec. 10: S½NW¼	08/10/78	842	1764358
Lyle D. Nelson and Joyce E. Nelson	Bristol Production, Inc.	Township 6 North, Range 65 West Sec. 22: W½SW¼	09/11/85	1085	2026047

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James R. Koehler	Bristol Production, Inc.	Township 6 North, Range 65 West Sec. 22: W½SW¼	09/11/85	1085	2026045
James R. Koehler and William R. Koehler, Co-Personal Representatives of the Estate of Conrad Koehler, deceased	Bristol Production, Inc.	Township 6 North, Range 65 West Sec. 22: W½SW¼	09/11/85	1085	2026046
Lloyd W. Rumsey and Edna Rumsey	H & C Colton Company	Township 5 North, Range 66 West Sec. 35: W½E½SE¼	01/12/83	992	1922656
Marian M. Peppler, individually and as P.R. of the Estate of Harold Peppler, deceased	Sunshine Valley Petroleum Corporation	Township 5 North, Range 66 West Sec. 35: E½E½SE¼	11/08/85	1095	2035773
Carl A. Pfeiffer and Goldia N. Pfeiffer; and Jonathan M. Pfeiffer	Coors Energy Company	Township 6 North, Range 64 West Sec. 26: NW¼SE¼	01/19/83	987	1915660
Ellis H. Luther and Lois J. Luther	Arlo L. Richardson	Township 5 North, Range 66 West Sec. 35: A tract of land located in the SE¼SE¼ more particularly described by metes and bounds in the lease	09/02/83	1009	1942031
Oscar T. Carlson and Bernice Carlson	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 26: NW¼SE¼	11/26/85	1095	2035774
Paul B. Carlson and Dora Carlson	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 26: NW¼SE¼	11/26/85	1095	2035775

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Robert E. Carlson and Ruby P. Carlson	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 26: NW¼SE¼	11/26/85	1095	2035776
Ruth M. Preist and Donald Preist	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 26: NW¼SE¼	11/26/85	1095	2035777
Henry Printz, Jr., and Mary Lou Printz	Cody Nordell, Inc.	Township 6 North, Range 64 West Sec. 31: N½NE¼	11/19/81	954	1876412
Wilbur L. Quick and Pamela J. Quick	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the N½NE¼ more particularly described by metes and bounds in the lease	06/12/82	972	1897252
Ronnie G. Maifeld and Margaret Beth Maifeld	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the N½NE¼ more particularly described by metes and bounds in the lease	11/10/82	984	1912208
Bruce L. Binder and Dianne L. Binder	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: A tract in the N½NE¼ more particularly described by metes and bounds in the lease	11/10/82	984	1912209
Larry A. Adams and J. Kayedeane Adams	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: Lot "A" of Recorded Exemption No. 0801-19-RE97, recorded 12/14/73 in Book 705 under Rec. No. 1626566, being a tract in the N½NE¼	11/10/82	984	1912210

Monte C. Minor and Elaine C. Minor	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: Lot "B" of Recorded Exemption No. 0801-19-RE97, recorded 12/14/73 in Book 705 under Rec. No. 1626566, being a tract in the N½NE¼	03/19/82	968	1891776
Barnard Irven Geisick and Sandra Ann Geisick	Sunshine Valley Petroleum Corporation	Township 6 North, Range 64 West Sec. 19: A tract in the N½NE¼ more particularly described by metes and bounds in the lease	10/22/85	1091	2031685
Emanuel Roth, Jr. and Pauline Roth	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 30: N½NE¼ except Lot A of Recorded Exemption 0801-30-1-RE369	06/08/82	975	1900610
Gerald Lee Roth and Janet Marie Roth	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 19: NE¼SW¼ Sec. 30: Tract "A" of MS-15 in the W½SW¼, a 166.78' x 200' tract in the N½NE¼ more particularly described by metes and bounds in the lease	06/08/82	973	1898715
Champlin Petroleum Company	Sunshine Valley Petroleum Corporation	Township 6 North, Range 64 West Sec. 30: RR ROW in W½SW¼ as described in the lease	12/01/85	1114	2054928
Helen Stolte	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 30: Lots "A" and "B" of Minor Subdivision #15, recorded in Book 680 under Rec. No. 1602490, being a part of the W½SW¼	09/17/85	1085	2026321

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Ella M. Denton	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 30: Lots "A" and "B" of Minor Subdivision #15, recorded in Book 680 under Rec. No. 1602490, being a part of the W½SW¼	09/17/85	1085	2026220
Wilber J. Stolte and Helen Stolte	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 30: Lot "B" of Minor Subdivision #15, recorded in Book 680 under Rec. No. 1602490, being a part of the W½SW¼	09/17/85	1085	2026322
Terry L. Rothe, Marilyn Rothe, Wallace H. Rothe and Ruth Rothe	Matador Exploration, Inc.	Township 4 North, Range 63 West Sec. 6: NW¼	02/07/86	1102	2042520
Lloyd W. Rumsey and Edna Rumsey	The Colton Company	Township 5 North, Range 66 West Sec. 34: SE¼SE¼, including any lands under Rights of Way for canals, public roads or railroads	02/09/81	953	1875442
Marjorie H. Williams, Personal Rep. of the Est. of M. E. Hagan, deceased	Aeon Energy Co.	Township 5 North, Range 66 West Sec. 34: SE¼SE¼	10/20/81	954	1876284
Everett Dale Hoff and Marian M. Hoff	H & C Colton Company	Township 5 North, Range 66 West Sec. 34: SE¼SE¼	05/13/85	1070	2011100
Paul B. Hoff	H & C Colton Company	Township 5 North, Range 66 West Sec. 34: SE¼SE¼	05/03/85	1068	2009309
Nellie M. Spencer and Ralph E. Spencer	The Colton Company	Township 5 North, Range 66 West Sec. 34: NE¼SE¼	06/08/81	939	1861346

Dick L. Pirnie and Virginia Joanne Pirnie	The Colton Company	Township 5 North, Range 66 West Sec. 34: That part of the NE¼SE¼ more particularly described by metes and bounds in the lease	06/08/81	939	1861345
Dos Rios, Inc.	Aeon Energy Company	Township 5 North, Range 66 West Sec. 34: NE¼SE¼	10/22/81	952	1874221
Dos Rios, Inc.	Nordic Petroleums, Inc.	Township 5 North, Range 66 West Sec. 34: NE¼SE¼	12/08/82	984	1912260
Dale C. Seyler and Kay D. Seyler	Prime Resources	Township 5 North, Range 64 West Sec. 14: N½NE¼	08/28/85	1086	2026698
Fanny J. Ivie and Arnold Ivie	Energy Minerals Corporation	Township 5 North, Range 64 West Sec. 14: N½NE¼	02/15/80	897	1818740
Thomas A. Jennaway	Energy Minerals Corporation	Township 5 North, Range 64 West Sec. 14: N½NE¼	02/15/80	897	1818741
Daniel H. Sitzman and Elizabeth Sitzman	Sovereign Oil Company	Township 6 North, Range 64 West Sec. 33: W½SW¼	06/30/82	972	1897067
Louis E. Spomer and Janet M. Spomer	Harry A. Ells, Jr.	Township 5 North, Range 66 West Sec. 32: W½NE¼, NW¼SE¼ and that part of the NE¼SE¼ described by metes and bounds in the lease	12/10/82	985	1912292
Eric Louis Spomer	Harry A. Ells, Jr.	Township 5 North, Range 66 West Sec. 32: W½NE¼, NW¼SE¼ and that part of the NE¼SE¼ described by metes and bounds in the lease	12/10/82	985	1912293

[redacted]
[redacted]
[redacted]

Elizabeth Louise Spomer	Harry A. Ells, Jr.	Township 5 North, Range 66 West Sec. 32: W½NE¼, NW¼SE¼ and that part of the NE¼SE¼ described by metes and bounds in the leaseW½NE¼, N½SE¼	12/10/82	985	1912294
Elizabeth Craven Ells	Harry A. Ells, Jr.	Township 5 North, Range 66 West Sec. 32: W½NE¼, NW¼SE¼ and that part of the NE¼SE¼ described by metes and bounds in the lease	12/10/82	985	1912295
Union Pacific Railroad Company	Pan American Petroleum Corporation	Township 4 North, Range 66 West Sec. 3: SW¼SE¼	01/08/7[illegible]	640	1562223
Greeley National Bank, Trustee and/or Wade W., Daniel C. and Perry L. Webster	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	10/25/82	981	1908051
Donald Eugene Hoffner and Mildred Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	05/14/85	1070	2010904
Herbert J. Hoffner and Patricia Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	05/14/85	1069	2009795
Kenneth D. Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	05/14/85	1069	2009793
Robert L. Hoffner and Betty Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	05/14/85	1069	2009794
Harriett H. Lehr and Robert Lehr	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	05/14/85	1069	2009796
James A. Hoffner and Alice M. Hoffner	Sunshine Valley Petroleum	Township 6 North, Range 64 West Sec. 28: N½SE¼ except RR ROW	05/14/85	1069	2009792

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Champlin Petroleum Company	Sunshine Valley Petroleum Corporation	Township 6 North, Range 64 West Sec. 28: RR ROW in N½SE¼ as described in the lease	11/01/85	1124	2066115
Webster Land and Cattle Company	Petrogulf Energy Company	Township 6 North, Range 64 West Sec. 32: SE¼, SE¼SW¼ Sec. 33: W½SE¼	10/25/82	981	1907831
Richard D. Winter and Linda Rae Winter	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 19: W½SE¼	01/15/82	963	1885301
Robert Winter and Helen Winter	Energy Minerals Corporation	Township 6 North, Range 64 West Sec. 19: W½SE¼	01/15/82	963	1885302

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RELEASE OF NET PROFITS INTEREST
AND
QUITCLAIM ASSIGNMENT OF OIL AND GAS LEASE

THIS RELEASE OF NET PROFITS INTEREST AND QUITCLAIM ASSIGNMENT OF OIL AND GAS LEASE is made this 15th day of May, 1995, from **Jed A. Lohmann, Jack R. Lohmann and Jon M. Lohmann** (collectively "Assignor"), to **Sheffield Operating Company, Inc.**, 1801 Broadway, Suite 600, Denver, CO 80202 ("Assignee").

Recitals:

Whereas, pursuant to that certain Assignment of Net Profits Interest dated December 11, 1980, and recorded December 30, 1980 in Book 60 Oil & Gas at Page 490, Melvin R. Lohmann and Dorothy E. Lohmann, husband and wife, attempted to assign to Assignor certain net profits interests ("Net Profits Interests") in and to 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, said lease being recorded in Book 58 Oil & Gas at Page 626 ("Lease") and covering the following described lands in Sublette County, Wyoming, to-wit:

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, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, all in Township 31 North, Range 109 West, 6th P.M.
("Lands");

Whereas, at the time of the Assignment of Net Profits Interests, Melvin R. Lohmann and Dorothy E. Lohmann held no interest in the Lease and Lands to assign to Assignor; and

Whereas, for absolute clarity of title, Assignor desires to release any Net Profits Interests and assign and quitclaim unto Assignee all of its right, title and interest in and to the Lease and Lands;

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases the Net Profits Interests and assigns, transfers, conveys and quitclaims unto Assignee all of Assignor's right, title and interest in and to the Lease and Lands, and all property, rights and interests incident or appurtenant thereto.

In Witness Whereof, Assignor executes this instrument as of the day and year first above written.

Jed A. Lohmann
Jed A. Lohmann

Jack R Lohmann
Jack R. Lohmann

Jon M. Lohmann
Jon M. Lohmann

252227

RECORDED May 23, 1995 2:15 PM
IN BOOK 101 O+G PAGE 505
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF TEXAS)
ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 15th day of May, 1995, by Jed A. Lohmann.
Witness my hand and official seal.

Lisa L. King
Notary Public

My Commission Expires:
3-29-99

LISA L. KING
Notary Public, State of Texas
My Commission Expires
MARCH 29 1999

STATE OF TEXAS)
ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 15th day of May, 1995, by Jack R. Lohmann.
Witness my hand and official seal.

Lisa L. King
Notary Public

My Commission Expires:
3-29-99

LISA L. KING
Notary Public, State of Texas
My Commission Expires
MARCH 29. 1999

STATE OF TEXAS)
ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 15th day of May, 1995, by Jon M. Lohmann.
Witness my hand and official seal.

Lisa L. King
Notary Public

My Commission Expires:
3-29-99

LISA L. KING
Notary Public, State of Texas
My Commission Expires
MARCH 29. 1999

PRODUCERS 88-PAID UP

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OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of March, 19 95, by and between Edward L. Sargent, a widower, aka Ed Sargent whose post office address is 13115 Beach Circle, Anchorage, Alaska 99515 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc. whose post office address is 1600 Broadway, Suite 1565, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, 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 35 North, Range 113 West, 6th P. M.
Section 14: W½NW¼, NW¼SW¼
Section 15: NE¼NE¼, S½N½, S½

252235

RECORDED May 23 19 95 3:30 p.m.
IN BOOK 101 Misc PAGE 507
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 640.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, 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 reworking operations thereof, 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 reworking 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

16. Copies of all lessee's geological information and drilling data will be made available to Lessor upon written request insofar as they pertain to the leased premises. Lessee's books and/or accounting procedures will be made available to Lessor at all reasonable times to verify Lessor's royalty payments.

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

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

Edward L. Sargent, a widower
aka Ed Sargent

SS#: 566-01-7435

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 Edward L. Sargent, a widower, aka Ed Sargent

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 he duly executed the same as his free and voluntary act and deed for the 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 Alaska
COUN Anchorage 3rd District } ss

ACKNOWLEDGMENT—INDIVIDUAL.
(For use in all states)

E ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of MAY, 19 95
peared Edward L. Sargent, a widower, aka Ed Sargent

IA

n to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he
ed the same as his free and voluntary act and deed for the purposes therein set forth.
ITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
mission Expires 10-20-98

Notary Public.

Address: P.O. Box 99008 Anch. AK 99509

STATE OF _____ }
COUNTY OF _____ } ss

CORPORATE
(For use in all states)

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____.

My Commission Expires _____

Notary Public.

Address: _____

509

Form 3000-3 DEPT OF THE INTERIOR
MAY 1995 BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

W-104167
Lease Serial No.

6-1-87
Lease Effective Date
(Anniversary Date)

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Type or print plainly in ink and sign in ink.

RECORDED May 30 1995 2:40 PM
IN BOOK 101 OR PAGE 509
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

252348

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
T 28N-R106W, 6th P.M. Section 6: Lot 5 (35.46), Lot 6 (48.54), Lot 7 (49.65), Lot 8 (50.90) Lot 9 (45.56), SE/4 SW/4, S/2SE/4 Section7: Lot 1 (35.52), Lot 2 (35.64), Lot 3 (35.76), Lot 4 (35.88), E/2, E/2 W/2 972.91 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.0%

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 1995

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

By /s/ PHYLLIS A. STONE — LAND LAW EXAMINER — MAY 10 1995
(Authorized Officer) (Title) (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in [redacted]% in column c, and 15% in column d.
4. If assignment is to mo[redacted] assignee, enter each assignee's name across columns d, e, and f next to [redacted] respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

[redacted]verriding royalty, payment out of production or o[redacted] types of transfers [redacted]ust be filed with BLM, but will be accepted for re[redacted]es only. No official approval will be given.

STATE OF COLORADO)
[redacted]ND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC
BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor or Attorney-in-fact James W. Carrington, Jr. (Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee or Attorney-in-fact Patrick Lee Callahan (Signature)

Patrick Lee Callahan (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.

511

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

W-108079

Lease Serial No.
3-1-88

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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 anached 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
T28N-R107W, 6th P.M. Section 6: Lot 1 (8.84), Lot 5 (5.48), Lot 6 (39.41) Lot 7 (43.17), Lot 8 (43.17), Lot 9 (39.67) NE/4 SE/4, S/2 SE/4 Section 7: E/2 Section 8: All Section 21: All Section 28: All 252349 RECORDED May 30, 1995 2:40 PM IN BOOK 101 Misc PAGE 511 FEES 8.00 COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Saxton 2,539.74 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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 FEB 01 1995

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

/s/ PHYLLIS A. STONE

By _____ (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 12 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and [redacted] respective interest being conveyed. Also list name and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given. [redacted]

MBW

STATE OF COLORADO)
[redacted]AND) ss. [redacted] [redacted]
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

Maryanne M. Frawley
Mary Anne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr.
Attorney-in-fact
(Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact
(Signature)

Patrick Lee Callahan

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3
(August 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

W-104182
Lease Serial No.

6-1-87
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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

3490273

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R107W, 6th P.M. Section 34: E/2 SW/4, SE/4 Section 35: All 880.00 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

252350

RECORDED May 30 1995 2:40 PM
IN BOOK 101 MISC PAGE 513
FEES 8.00 Mary A. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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 FEB 01 1995

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

By /s/ PHYLLIS A. STONE — (Authorized Officer)

LAND LAW EXAMINER — (Title)

MAY 11 1995

FOR ASSIGNEE

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
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4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f [redacted] respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate
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9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for [redacted] poses only. No official approval will be given.

MBW

STATE OF COLORADO)
[redacted]AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

MaryAnne M. Frawley

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

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NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr. (Signature) JWC
Attorney-in-fact
(Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact (Signature)
Patrick Lee Callahan (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3 (June 1985)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

W-104181
Lease Serial No.

6-1-87
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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 (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
T28N-R107W, 6th P.M. Section 26: W/2, SE/4 Section 27: E/2 800.00 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

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.

252351

RECORDED May 30 1995 2:40 PM
IN BOOK 101 P 606 PAGE 515
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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; FEB 01 1995

Assignment approved effective _____

☐ Assignment approved for attached land description

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

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 10 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and [redacted] respective interest being conveyed. Also list nam[redacted] and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted f[redacted]urposes only. No official approval will be given.

mow

STAT[redacted]OLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

MaryAnne M. Frawley

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease: CNG Producing Company
Please type or print

Assignor
or
Attorney-in-fact James W. Carrington, Jr. (Signature)

1450 Poydras Street (Assignor's Address)

New Orleans (City) LA (State) 70112-6000 (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact Patrick Lee Callahan (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.

517

Form 3000-3
(March 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

Lease Serial No. W-104180

Lease Effective Date (Anniversary Date) 6-1-87

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

252352

RECORDED Mar 30, 1995 2:20 PM
IN BOOK 101 MISC PAGE 567
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Brenda Sorden

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 28N-R107W, 6th P.M. Section 3: Lot 2 (15.37), Lot 3 (14.07), S/2 Section10: All Section 11: All Section 13: All Section 14: E/2 Section 23: NE/4 Section 24: N/2, SW/4, N/2 SE/4, SW/4 SE/4 3,349.44 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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 FEB 01 1995

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

By /s/ PHYLLIS A. STONE — (Authorized Officer)

LAND LAW EXAMINER — (Title)

MAY 10 — (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f [redacted] respective interest being conveyed. Also list name[redacted] and addresses of any [redacted] assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for [redacted] purposes only. No official approval will be given.

mbw

STATE OF COLORADO)
[redacted] AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

Maryanne M. Frawley

Mary Anne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr. (Signature)
Attorney-in-fact (Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact Patrick Lee Callahan (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.

5/8

519

Form 3000-3 (May 1980)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

Lease Serial No.	W-104179
Lease Effective Date (Anniversary Date)	6-1-87
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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 (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 28N-R107W, 6th P.M. Section 1: S/2 Section 2: Lot 1 (13.81), Lot 2 (14.31), S/2 Section 12: All 1,308.12 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

RECORDED May 30, 1995 2:40 PM
252353 IN BOOK 101 PAGE 519
FEES 8.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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 FEB 01 1995

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 10 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similag interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to [redacted] one assignee, enter each assignee's name and [redacted] columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
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7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased land creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production [redacted] similar types of transfers must be filed with BLM, but will be accepted [redacted] purposes only. No official approval will be given.

0570 X 909

[redacted] AND)
COUNTY OF DENVER) ss.

On this 15th day of November, 1994, 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.

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
James W. Carrington, Jr.
Attorney-in-fact
(Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact
(Signature)
Patrick Lee Callahan
(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.

521

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW133755

Lease Effective Date
(Anniversary Date)
3-1-95

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

CNG Producing Company
1450 Poydras St.
New Orleans, LA 70112

*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
T28N, R107W, 6th PM Sec. 23: E/2W/2, W/2SE Sec. 26: W/2NE Sublette County, WY	100%	100%	0.0	7.5%	0.0

252354

RECORDED May 30 1995 3:20 PM
IN BOOK 101 MISC PAGE 521
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.

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

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

[redacted] [redacted] [redacted]

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 8th day of May, 1995, before me, the undersigned authority, personally came and appeared JAMES W. CARRINGTON, JR. appearing herein in his capacity as Agent and Attorney-In-Fact of CNG PRODUCING COMPANY, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation with full authority of its Board of Directors, and that the said instrument was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 l 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 State 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 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 e 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 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; 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) Assi 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 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

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 r due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 3rd day of April, 19 95

Name of Assignor as shown on current lease H. P. McLish
Please type or print

Assignor _____ (Signature)

or Attorney-in-fact H. P. McLish (Signature)

633 17th St. #1910
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 3rd day of May, 1995

Assignee _____ (Signature)

or Attorney-in-fact _____ (Signature)

James W. Carrington, Jr.
Agent and Attorney-In-Fact

JRC

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 fraudul statements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95011

RATIFICATION AND RENTAL DIVISION ORDER

That, WHEREAS, that certain Oil and Gas Lease dated March 20, 1995, from Richard F. Tanner and Nancy Espenscheid, individually and as Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, together with any executory rights heretofore created, as Lessor, to Contex Energy Company, as Lessee, recorded in Oil and Gas Book 101, Page 360, in the records of Sublette County, Wyoming, is owned by Contex Energy Company, insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E2NW, NE
Section 20: NW, SWNE, N2SE, SESE
Section 29: NENE

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 oil and gas lease insofar 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 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	AMOUNT	DEPOSITORY BANK
Richard F. Tanner and Nancy Espenscheid, Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80 P. O. Box 748 Big Piney, WY 83113	$ 636.23	Key Bank of Wyoming Big Piney, Wyoming 83113
Richard F. Tanner, Betty Louise Fear, Nancy Espenscheid and Mary Budd Flitner, all individually	$ 0.00	-0-
Heirs and/or devisees of Addison Moffat	$ 97.87	

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 11th day of April, 1995.

Richard F Tanner
RICHARD F. TANNER, 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, together with any executory rights heretofore created

Betty Louise Fear
BETTY LOUISE FEAR

Nancy Espenscheid
NANCY ESPENSCHEID, 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, together with any executory rights heretofore created

Mary Budd Flitner
MARY BUDD FLITNER

252421

RECORDED June 5 1995 1:40pm
IN BOOK 101 Misc PAGE 523
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Kathy Saxton

acknowledgments on back

[redacted] [redacted] [redacted]

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 11th day of April, 1995, personally appeared Richard F. Tanner, Betty Louise Fear and Nancy Espenscheid 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: Nov. 4, 1996

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

Lela L Sanders
Notary Public:
Address: Big Piney, Wy

STATE of Wyoming

COUNTY of Big Horn } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of April, 1995, personally appeared Mary Budd Flitner 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 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: 2-6-95

NOTARY PUBLIC
COUNTY OF
BIG HORN
MY COMMISSION EXPIRES FEB. 6, 1996

Notary Public:
Address:

525

RATIFICATION AND RENTAL DIVISION ORDER

That, WHEREAS, that certain Oil and Gas Lease dated March 20, 1995, from Betty Louise Fear and Nancy Espenscheid, individually and as Trustees of the Joseph L. Budd Testamentary Trust, as Lessor, to Contex Energy Company, as Lessee, recorded in Oil and Gas Book 101, Page 357, in the records of Sublette County, Wyoming, is owned by Contex Energy Company, insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

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

Section 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW

said lands containing a total of 360.00 acres, more or less.

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 oil and gas lease insofar 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 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	AMOUNT	DEPOSITORY BANK
Betty Louise Fear and Nancy Espenscheid, Trustees of the Joseph L. Budd Testamentary Trust P. O. Box 748 Big Piney, WY 83113	$270.00	Key Bank of Wyoming Big Piney, Wyoming 83113
Betty Louise Fear, Nancy Espenscheid and Mary Budd Flitner, all individually	$ 0.00	-0-

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 12th day of March, 1995.

Betty Louise Fear
BETTY LOUISE FEAR, individually and as Trustee of the Joseph L. Budd Testamentary Trust

Nancy Espenscheid 4/10/95
NANCY ESPENSCHEID, individually and as Trustee of the Joseph L. Budd Testamentary Trust

Mary Budd Flitner
MARY BUDD FLITNER

252422

RECORDED June 5, 1995 1:40 PM
IN BOOK 101 PAGE 525
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

acknowledgments on back

[redacted] [redacted] [redacted]

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 12th day of March, 1995, personally appeared Betty Louise Fear and Nancy Espenscheid 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: Nov. 4, 1996

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

Lela L Sanders
Notary Public:
Address: Big Piney, Wy 83113

STATE of Wyoming

COUNTY of Big Horn } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17TH day of March, 1995, personally appeared Mary Budd Flitner 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 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: 2-6-96

Notary Public:
Address:

527

RATIFICATION AND RENTAL DIVISION ORDER

That, WHEREAS, that certain Oil and Gas Lease dated March 20, 1995, from Richard F. Tanner and Nancy Espenscheid, individually and as Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, together with any executory rights heretofore created, as Lessor, to Contex Energy Company, as Lessee, recorded in Oil and Gas Book 101, Page 354, in the records of Sublette County, Wyoming, is owned by Contex Energy Company, insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 26: SWNW, W2SW, SESW, SWSE
Section 27: SENE, NESE
Section 35: NW, S2NE, NWNE, NESW, NWSE

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 oil and gas lease insofar 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 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	AMOUNT	DEPOSITORY BANK
Richard F. Tanner and Nancy Espenscheid, Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80 P. O. Box 748 Big Piney, WY 83113	$ 307.20	Key Bank of Wyoming Big Piney, Wyoming 83113
Richard F. Tanner, Betty Louise Fear, Nancy Espenscheid and Mary Budd Flitner, all individually	$ 0.00	-0-

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 11th day of April, 1995.

Richard F Tanner
RICHARD F. TANNER, 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, together with any executory rights heretofore created

Betty Louise Fear
BETTY LOUISE FEAR

Nancy Espenscheid
NANCY ESPENSCHEID, 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, together with any executory rights heretofore created

Mary Budd Flitner
MARY BUDD FLITNER

252423

RECORDED June 5 1995 1:40PM
IN BOOK 101 Rec PAGE 527
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

acknowledgments on back

[redacted] [redacted] [redacted]

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 17th day of April, 1995, personally appeared Richard F. Tanner, Betty Louise Fear and Nancy Espenscheid 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: Nov. 4, 1996

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

Notary Public: Lela L Sanders
Address: Big Piney, Wy

STATE of Wyoming

COUNTY of Big Horn } ss. ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of April, 1995, personally appeared Mary Budd Flitner 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 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: 2-6-95

[illegible] NOTARY PUBLIC
STATE OF WYOMING COUNTY OF BIG HORN
MY COMMISSION EXPIRES FEB. 6, 1996

Notary Public:
Address:

529

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

WHEREAS, under date of October 3, 19 94, a certain oil and gas mining lease was executed by Pamela C. Johnson and Lou W. Johnson, wife and husband, as lessor, unto Contex Energy Company, as lessee, which lease is recorded in Book OG 101, at Page 246, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 15: S½S½
Section 21: E½NE¼
Section 22: N½N½, S½NW¼, SW¼SE¼

of Section xx, Township xx, Range xx,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately 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

252424

RECORDED June 5, 19 95 11:40 AM
IN BOOK 101 PAGE 529
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacker

of Section xx, Township xx, Range xx, and containing 520.00 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by Contex Energy Company unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 12th day of ~~April~~ MAY, A. D., 1995.

Pamela C. Johnson (SEAL)

(SEAL)

(SEAL)

(SEAL)

Lou W. Johnson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF UTAH }
COUNTY OF ~~DAVIS~~ WEBER } 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 12th day of ~~April~~ MAY, 1995, personally appeared Pamela C. Johnson

and Lou W. Johnson, 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.

NOTARY PUBLIC
Greg F. Wohlschlegel
1887 Lost Lane #4
Ogden, Utah 84404
My Commission Expires
July 28, 1997
STATE OF UTAH

My Commission Expires 7-28 [redacted]

Notary Public [redacted].

D-4-6003

DH

50003-000
50014-000
Big Piney Shallow
BF 43-14

[redacted] [redacted] [redacted]

CORRECTED
ASSIGNMENT

251667

RECORDED April 10, 1995 10:00 AM
IN BOOK 101 Orb PAGE 270
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in the Amoco Building, 1670 Broadway, Denver, Colorado 80202, hereinafter referred to as "Assignor" or as "Amoco," hereby does assign, transfer and convey unto Enron Oil and Gas Company whose address is P.O. Box 4362, Houston, TX 77210-4362, its successors and assigns, hereinafter referred to as "Assignee," an undivided 65 percent of its right, title and interest in and to the oil and gas lease(s) described on Exhibit "A," attached and made a part hereof insofar as said lease(s) cover the oil and gas mineral rights in the land described on Exhibit "A", subject to any depth limitations described on said Exhibit "A," said land being situated in Sublette County, State of Wyoming, all other depths, zones and formations being expressly reserved herein to Amoco, (said lease(s) and land insofar as said lease(s) cover the oil and gas mineral rights lying in and under said land as to the subsurface depths assigned hereby are sometimes referred to herein as "lease acreage") subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. Assignee shall furnish to Assignor authentic itemized monthly reports of all production from or attributable to the lease acreage as well as the documented operating costs incurred in connection with such production. Such reports shall be mailed to Assignor no later than the fifteenth day of the month following that for which the reports are made.

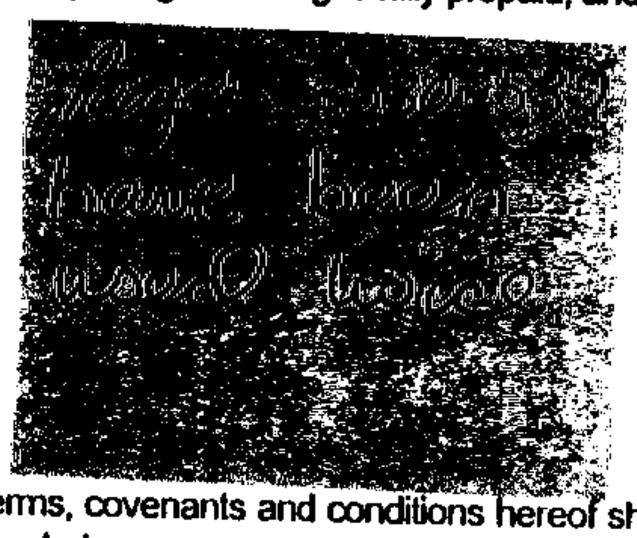
3. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall, prior to the commencement of drilling operations, give Assignor notice thereof and shall give the Assignor access to said wells and the derrick floor at all reasonable times, and, upon request of the Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made.

4. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease(s) to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

5. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

6. This assignment is made without warranty of any kind, either express or implied.

7. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:



Amoco Production Company
P. O. Box 800
Denver, Colorado 80201

Enron Oil and Gas Company
(At the address shown on Page 1 hereof)

RECORDED June 7, 1995 9:30AM
IN BOOK 101 Orb PAGE 530
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Sexton

252441

8. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

9. Amoco reserves and excepts unto itself, its successors and assigns, the option and exclusive right at any time, at all times and from time to time, to purchase all oil, distillate, condensate, and other liquid hydrocarbons produced and saved from said lease acreage or allocated to said Assignor's pre-farmout interest in the lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at Amoco's posted price or if Amoco does not have a posted price for such field, the prevailing price for production of similar kind and quality prevailing in the field where produced on date of delivery.

Amoco further reserves and excepts unto itself, its successors and assigns, the following option and right to purchase all gas and casinghead gas ("gas") produced and saved from said Assignor's pre-farmout interest in the lease acreage or allocated to said lease acreage ("call"). Assignee shall provide to Amoco a copy of the completion report of each well drilled on the lease acreage or land pooled therewith when it is filed with the applicable state agency. Such copy shall be sent to Amoco at P.O. Box 3092, Houston, Texas 77253 to the attention of the Natural Gas Supply Manager (West). Amoco shall have a period of one hundred and twenty (120) days from receipt of this copy within which to exercise its call on gas or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failure to so notify Assignee within the one hundred and twenty (120) day period shall be deemed an election by Amoco not to exercise this call. In exercising its call on gas, Amoco will purchase such gas at an equivalent value considering the terms and conditions, including price, which exist in the field at that time. To the extent that such information is known or discoverable, the parties shall consider the price and terms of contracts entered into between non-affiliated purchasers and producers in the field in which the well is located during the six (6) months immediately preceding the date Amoco notifies assignee that it desires to exercise its call on gas as well as any such contracts entered into while these negotiations are being held.

If Amoco does not elect to purchase the gas at the price and terms which are finally determined to exist in the field at that time or if Amoco and Assignee have not agreed on such price and terms within one hundred and twenty (120) days after Amoco has received a copy of the completion report, then Amoco reserves the following right of first refusal as to any bona fide offer received by Assignee which Assignee is willing to accept. If Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee

EOG LAND ADMIN.
APR 17 1995

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. shall immediately give written notice thereof . .moco, furnishing the terms of such offer including, . . not limited to, the name and address of the prospective purchaser, the price offered, connection terms of the well or wells, redetermination provisions and processing provisions to the address shown above. Amoco shall have a period of thirty (30) days from receipt of this notice within which to exercise its call on gas by matching the offer of the prospective purchaser or to release said call, in either event Amoco's election shall be given by written notice to Assignee. Failrue to so notify Assignee within the thirty (30) day period shall be deemed an election by Amoco not to exercise this call. If Amoco does not exercise this call, Assignee may accept said offer and complete the sale in accordance with said offer within thirty (30) days after the expiration of Amoco's call. If, however, Assignee fails to accept said offer or to complete the sale (at the price and under the terms and conditions specified in the notice to Amoco) within said period of thirty (30) days, Amoco's right of first refusal shall be revived and Assignee shall not complete such sale to said prospective purchaser or to any other purchaser unless or until the offer has again been presented to Amoco and Amoco has released its call as hereinabove provided.

Notwithstanding anything in the preceding paragraph to the contrary, if, during the one hundred and twenty (120) day period after Amoco has received a copy of the completion report Assignee receives a bona fide offer which it is ready, willing and able to accept for the purchase of gas produced and saved from Assignor's pre-farmout interest in the lease acreage or allocated to the lease acreage from a prospective purchaser ready, willing and able to purchase its interest in such gas, Assignee shall immediately give the above described notice to Amoco. The terms of the preceding paragraph regarding Amoco's response and possible revival of Amoco's right of first refusal shall then apply.

10. Amoco reserves unto itself, its successors and assigns, the right to use the surface of the lease acreage assigned herein to conduct operations in those depths, zones and formations not assigned herein.

11. Other provisions:

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 23rd day of Jenuary, 19 95, effective as of the 16th day of November, 19 94.

AMOCO PRODUCTION COMPANY

By R. B. Wilson
Its Attorney-in-fact

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

The foregoing instrument was acknowledged before me this 23rd day of January, 1995, by R. B. Wilson, Attorney-in-fact for AMOCO PRODUCTION COMPANY, a Delaware corporation.

WITNESS my hand and official seal.

Sheryl A Wentz
Notary Public
1670 Broadway
Denver, Colorado 80202

My Commission expires:
Jan 31, 1999

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
202225	Chrisman Erger 50003-000	Gulf Oil Corp	7/1/54	Township 29 North, Range 113 West Section 14: N/2NE/4 (As to the Mesaverde formation only)	10	398
202204	USA W-10674 50014-000	Frederich Salathe	12/31/38	Township 29 North, Range 113 West Section 14: SE/4NE/4 (As to the Mesaverde formation only)	31	333

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1/18/95

STATE OF WYOMING

ON CENTRAL FILING MAIL IN ONLY ORIGINAL COPY

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

Date stamped by Julian Code:
EXAMPLE: 91 182 09 1A01 (The document number consists of all 11 digits)
91 Year
182: Number of days counted from Jan. 1
09: Time of day field (9:00 a.m.)
1A01: Microfiche number

For Secretary of State Office Use only
FILING STAMP

PLEASE TYPE THE INFORMATION ON THIS FORM ACCORDING TO ALL INSTRUCTIONS PRINTED ON THE BACK OF THE UCC1 FORM

Debtor Name | **Social Security # or Employer ID #**

1. Marathon Oil Company 25-1410539
2. ____ ____ ____
3. ____ ____ ____

Mailing Address

539 South Main Street
Findlay, OH 45840

Secured Party and Address

USX Corporation
600 Grant Street
Pittsburgh, P 15219-4776

Assignee of Secured Party and Address

J. P. Morgan Delaware, as Administrative Agent
902 Market Street
Wilmington, DE 19801

This Financing Statement covers the following types (or items) of property: Describe real estate: *If collateral is crops*, the above described crops are growing or are to be grown on, OR *If collateral is goods which are or are to become fixtures*, the above goods are affixed or to be affixed to:

All Receivables payable to Seller arising from sales of oil and gas at the wellhead and related security as more fully described on the attached Exhibits A and B.

THIS FINANCING STATEMENT IS TO BE FILED, INDEXED, NOTED AND RECORDED IN THE REAL ESTATE RECORDS.

This filing perfects the purchase of certain accounts receivable and other indebtedness payable to Seller and is not intended to (i) create any encumbrance upon any real property interests of Seller or any other person, (ii) restrict the transfer of any real property interest including, but not limited to, leasehold or mineral interests whether by sale, assignment, farmout or otherwise, or (iii) create any encumbrance upon any fixtures or tangible property located upon the properties identified on Exhibit B hereto.

CHECK (X) IF ALSO COVERED: [X] PROCEEDS OF COLLATERAL [ ] PRODUCTS OF COLLATERAL

Only use the following spaces for Farm Products requiring EFFECTIVE FINANCING STATEMENT (EFS) filing in accordance with the Food Security Act of 1985.

FARM PRODUCT	CODE	YEAR	QUANTITY	COUNTY CODE	LOCATION IN COUNTY OR FURTHER DESCRIPTION
			252480		

RECORDED June 9, 1995 4:00PM
IN BOOK 101 Misc PAGE 530
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Pay proceeds to debtor and secured party unless otherwise checked [ ] Secured Party Only [ ] Debtor Only

Number of Additional Sheets, if any: 5

Sublette Co., Wy

Filed with the Secretary of State as [ ] UCC 1 [ ] EFS [ ] BOTH

Marathon Oil Company
by O E Hagemeyer
F. D. Hagemeyer, Treasurer
MUST BE ORIGINALLY SIGNED *Signature(s) of Debtor(s)*

MUST BE ORIGINALLY SIGNED *Signature of Secured Party*

FOR TERMINATION ONLY:
To use Acknowledgment Copy as a Termination Statement, Secured Party must date and sign below:
Termination Statement dated _____ Signed _____
Signature of Secured Party

State of Wyoming Financing Statement-Approved Standard Form
Secretary of State, The Capitol, Cheyenne, WY 82002 (307) 777-5372

ORIGINAL-CENTRAL FILING SYSTEM

WYO UCC1 Form
Revised 2/91

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF OHIO)
)ss:
COUNTY OF HANCOCK)

The attached Financing Statement was acknowledged in person before me on June 5, 1995 by Fred D. Hagemeyer in his capacity as Treasurer of Marathon Oil Company, an Ohio corporation, and on behalf of and as the free act of said corporation. Sworn to before me this 5th day of June, 1995.

Larry W. Whiteleather
Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration
Ohio Revised Code §147.03

NOTARIAL SEAL STATE OF OHIO

DISCLAIMER

The above Acknowledgement was required by the County Clerk prior to the filing and indexing of the Financing Statement in the real estate records of such county. The Financing Statement does not cover any interest in real estate and therefore the need for the Acknowledgement is uncertain and is not required by WS §34.1-9-402. The Financing Statement is filed and indexed in the real estate records as required by WS §34.1-9-103 (e) and WS §34.1-9-401 (a)(ii) and WS § 34.1-9-402 (e). The presence of the Acknowledgement should not be construed as an indication of a conveyance of any interest in any real estate. THIS IS NOT A REAL ESTATE MORTGAGE, DEED, FIXTURE FILING OR OTHER CONVEYANCE OF AN INTEREST IN REAL ESTATE.

Debtor/Seller: Marathon Oil Company
539 S. Main Street
Findlay, Ohio 45840
Tax ID #25-1410539

WELLHEAD FORM

EXHIBIT A ATTACHED TO FINANCING
STATEMENT BY MARATHON OIL COMPANY
AS DEBTOR/SELLER IN FAVOR OF
USX CORPORATION
AS SECURED PARTY/PURCHASER

Purpose of Filing:

Debtor/Seller and Secured Party/Purchaser have entered into a Sale Agreement dated as of May 10, 1995 (as amended, supplemented or otherwise modified from time to time, the "Sale Agreement") pursuant to which the Secured Party/Purchaser has agreed to purchase from Debtor/Seller from time to time undivided percentage interests in certain Wellhead Receivables of Debtor/Seller described below. Debtor/Seller is Marathon Oil Company and Secured Party/Purchaser is USX Corporation.

This financing statement is being executing and filed because the Uniform Commercial Code provides that Article 9 of the Uniform Commercial Code generally applies to sales of accounts and general intangibles. Such items constitute a substantial portion of the collateral referred to below. This financing statement is also being executed and filed because pursuant to the Sale Agreement, the Debtor/Seller has granted to the Secured Party/Purchaser a security interest in all of Debtor/Seller's right, title and interest in the collateral described below. This financing statement is being filed to perfect the Secured Party/Purchaser's interest in all of such collateral and to secure all of the Secured Party/Purchaser's rights under the Sale Agreement.

The financing statement to which this Exhibit A relates covers the following:

All of the Debtor/Seller's right, title, and interest, whether now owned or hereafter acquired, in and to (a) all accounts, contract rights, general intangibles, chattel paper, instruments, documents, money, deposit accounts, certificates of deposit, goods (which are returned goods), letters of credit, advices of credit and uncertificated securities consisting of, arising from or relating to (i) the Wellhead Receivables, (ii) the Related Security with respect to such Wellhead Receivables and (iii) all Collections, including all cash collections and other cash proceeds of the Wellhead Receivables,

Debtor/Seller: Marathon Oil Company
539 S. Main Street
Findlay, Ohio 45840
Tax ID #25-1410539

with respect to, and other proceeds of, such Wellhead Receivables, (b) all cash and non-cash proceeds of any of the foregoing.

The Wellhead Receivables covered by this financing statement arise out of sales of crude oil and natural gas at the wellhead from wells situated on properties in which Debtor/Seller has a leasehold interest as listed on the attached Exhibit B. Exhibit B sets forth, by Debtor/Seller's individual file number, Oil and Gas Leasehold Interests which are identified by Lessor name and the book and page number where such leases are recorded in the office of the county clerk or similar recording office. The property covered by this financing statement includes Wellhead Receivables and Related Security, Collections and proceeds of the foregoing as described herein but does not include the interest of Debtor/Seller or any other person in the underlying real property or related leasehold or mineral interests as listed on the attached Exhibit B and is not intended to restrict the transfer of any real property interest including, but not limited to, the leasehold or mineral interest whether by sale, assignment, farmout or otherwise.

The above described Wellhead Receivables will be financed at the wellhead of the well located on the properties identified on Exhibit B, and this Financing Statement is to be indexed in the real estate records. The respective names of the record owners are identified in such Exhibit B under the column titled "Name".

Definitions:

"Collections" shall mean, for any Wellhead Receivable as of any date, (i) the sum of all amounts, whether in the form of cash, checks, drafts, or other instruments, received by the Servicer or the Subservicer or in a Permitted Lockbox (maintained in accordance with the terms of the Purchase Agreement) or in the form of a transfer of funds to an Accounts Receivable Collection Account (maintained in accordance with the terms of the Purchase Agreement), in payment of, or applied to, any amount owed by an Obligor on account of such Wellhead Receivable (including but not limited to all amounts received on account of any defaulted Wellhead Receivable) on or before such date, including, without limitation, all amounts received on account of such Wellhead Receivable, all Finance Charges, if any, and other fees and charges, (ii) cash proceeds of Related Security with respect to such Wellhead Receivable and (iii) all amounts deemed to have been received or treated as a Collection pursuant to the Sale Agreement or Purchase Agreement.

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Debtor/Seller: Marathon Oil Company
539 S. Main Street
Findlay, Ohio 45840
Tax ID #25-1410539

"Contract" shall mean a binding contract or contractual arrangement between the Originator and an Obligor which gives rise to a Wellhead Receivable.

"Finance Charges" shall mean, with respect to a Contract, any finance, interest, late or similar charges owed by an Obligor pursuant to such Contract.

"Obligor" shall mean, for any Wellhead Receivable, each and every person who purchased crude oil or natural gas under a Contract and who is obligated to make payments to the Servicer or the Subservicer, for the benefit of the Debtor/Seller, pursuant to such Contract.

"Originator" means Marathon Oil Company, or any predecessor-in-interest to Marathon Oil Company if the rights of such predecessor have been assigned to, and the obligations of such predecessor assumed by, Marathon Oil Company or any successor in interest so long as such successor (i) remains an affiliate of the Debtor/Seller and (ii) is approved by the Secured Party/Purchaser.

"Purchase Agreement" shall mean the Receivables Purchase Agreement, dated as of May 10, 1995, between Secured Party/Purchaser, as seller and servicer, Delaware Funding Corporation, as buyer, and J.P. Morgan Delaware, as administrative agent, as the same may from time to time be amended, supplemented or otherwise modified.

"Related Security" shall mean with respect to any Wellhead Receivable:

(a) all Contracts (other than Contracts the sale or assignment of which are prohibited or restricted by the terms thereof) with respect to such Wellhead Receivable;

(b) all of the Debtor/Seller's interest, if any, in returned merchandise, if any, the sale of which by the Debtor/Seller gave rise to such Wellhead Receivable;

(c) all other security interests, liens or mortgages and property subject thereto from time to time, if any, purporting to secure payment of such Wellhead Receivable, whether pursuant to the Contract related to such Wellhead Receivable or otherwise, together with all financing statements signed by an Obligor describing any collateral securing such Wellhead Receivable;

Debtor/Seller: Marathon Oil Company
539 S. Main Street
Findlay, Ohio 45840
Tax ID #25-1410539

(d) all guarantees, indemnities, letters of credit, insurance or other agreements or arrangements of any kind from time to time supporting or securing payment of such Wellhead Receivable whether pursuant to the Contract related to such Wellhead Receivable or otherwise; and

(e) all records relating to, and all service contracts and any other contracts associated with, the Wellhead Receivables, the Contracts or the Obligors.

"Servicer" shall mean, initially, USX Corporation, and thereafter, any Person which upon the termination of USX Corporation as Servicer succeeds to the functions performed by USX Corporation pursuant to a complete servicing transfer.

"Subservicer" shall mean, initially, Marathon Oil Company, and any other Person to which the Servicer from time to time may delegate all or any part of its servicing obligations under the Purchase Agreement pursuant to the Purchase Agreement.

"Wellhead Receivable" shall mean all indebtedness owed to the Debtor/Seller by any Obligor under a Contract, arising from the sale by the Originator of natural gas or crude oil at the wellhead or after processing, constituting an interest which attaches "at the wellhead" within the meaning of Section 9-103(5) of the UCC of the jurisdiction in which the wellhead is located, and including the right to payment of any Finance Charges and other obligations of such Obligor with respect thereto.

Additional Information:

An executed copy of the Purchase Agreement is on file at the office of Secured Party/Purchaser and information concerning its and the Owners' interests in the property covered by this Financing Statement may be obtained from Secured Party/Purchaser.

EXHIBIT B

MARATHON OIL COMPANY
539 SOUTH MAIN STREET
FINDLAY, OH 45840
TAX I.D. NO. 25-1410539

UCC1FILE
STATE WYOMING
COUNTY SUBLETTE

OPERATED OIL AND GAS LEASES

T&C FILE NO	TYPE CONTRACT	NAME	GOVMNT NUMBER	RECORDING	BOOK	PAGE
0101 WY 009743	OIL & GAS LEASE	UNITED STATES OF AMERICA	WYW 52411			
32.00 N 115.00 W SECT: 9 TYPE: 0 LOTS 1, 2						
32.00 N 115.00 W SECT: 10 TYPE: 0 LOTS 1-4, S/2						
32.00 N 115.00 W SECT: 15 TYPE: 0 NE NE						
		PRODUCING LANDS: S/2 NE, NW NE				
0101 WY 009741	OIL & GAS LEASE	UNITED STATES OF AMERICA	WYW 54162			
29.00 N 114.00 W SECT: 29 TYPE: 0 TRACT 03						
		W/2, SE				
		TRACT 01				
		NE (ABOVE 9340'				
		)				
		TRACT 02				
		(BELOW 9340'				
		)				
0101 WY 009740	OIL & GAS LEASE	UNITED STATES OF AMERICA	WYW 54161			
29.00 N 114.00 W SECT: 19 TYPE: 0 TRACT 01						
		E/2 (SURF TO 9340')				
		TRACT 02				
		(BELOW 9340')				
101 WY 009737	OIL & GAS LEASE	UNITED STATES OF AMERICA	WYW 54913 (K&S)			
27.00 N 112.00 W SECT: 14 TYPE: 0 S2						
101 WY 009717	OIL & GAS LEASE	UNITED STATES OF AMERICA	WYW 54471			
28.00 N 112.00 W SECT: 35 TYPE: 0 LOTS 1,2,3, SE4NE4, E2SE4, SW4SE4						
101 WY 009716	OIL & GAS LEASE	UNITED STATES OF AMERICA	WYW 78476			
29.00 N 114.00 W SECT: 9 TYPE: 0 TRACT 01						
		N/2				
		(SURF TO 9340')				
		TRACT 02				
		(BELOW 9340')				
101 WY 009650	OIL & GAS LEASE	UNITED STATES OF AMERICA				
28.00 N 108.00 W SECT: 9 TYPE: 0 ALL						
101 WY 007697	OIL & GAS LEASE	BUREAU OF LAND MGT	WYW 37295	67	579	
27.00 N 111.00 W SECT: 33 TYPE: 0 N2						

Form 3000-3 (March 1991)

DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

~~W-104166~~)
Lease Serial No.

6-1-87)
Lease Effective Date (Anniversary Date)

New Serial No.
WYW134695

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration ~~&~~ and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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
T27N-R106W, 6th P.M. Section 21: N/2, N/2 S/2 Section 22: N/2, N/2 S/2 Section 23: N/2, N/2 S/2 Section 24: NW/4 1,600.00 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

252485

RECORDED JUNE 18 1995 8:45A M
IN BOOK 102 M O & G PAGE 537
FEES 8.00 Mary L. Lofgren CLERK
SUBLETTE COUNTY CLERK
By Tracey L. Fields

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

W-25606X

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 FEB 01 1995

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

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

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nbw

CITY AND) ss. 538
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

Mary Anne Frawley, Notary Public

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

needed.

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public/Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr.
Attorney-in-fact
(Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact Patrick Lee Callahan (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 [redacted]rime for any person knowingly and willfully to m[redacted] Department or agency of the United States any f[redacted]ous or fraudulent statements or representations as to any matter within its jurisdiction.

Form 3000-3
(March 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

W-104782
Lease Serial No.

7-1-87
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT and

1. Assignee* Texaco Exploration & Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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
T27N-R105W, 6th P.M. Section 15: All Section 22: All Section 26: All Section 27: All Section 34: All Section 35: W/2, W/2 NE/4, NE/4 NE/4, SE/4 SE/4 3,680.00 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5%

252487

RECORDED June 12, 1995 8:45A M
IN BOOK 10 M 0+4 PAGE 639
FEES 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 1995

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

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 11 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
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8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

639

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CITY AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or
Attorney-in-fact James W. Carrington, Jr. (Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

Assignee TEXACO EXPLORATION AND PRODUCTION INC.
or
Attorney-in-fact Patrick Lee Callahan (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3 (March 1989)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

W-104780
Lease Serial No.

7-1-87
Lease Effective Date (Anniversary Date)

New Serial No.
WYW134698

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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
T27N-R105W, 6th P.M. Section 25: W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4, SE/4 SE/4 400.00 acres more or less Sublette County, Wyoming	100%	23.3475%	76.6525%	None	5%

252488

RECORDED June 12 1995 8:45 AM
IN BOOK 10 Misc PAGE 541
FEES 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 1995

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

/s/ PHYLLIS A. STONE

By (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 11 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
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995603

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

On this 15th day of November, 1994, 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.

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

Maryanne M. Frawley
MaryAnne Frawley, Notary Public

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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.

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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 27 day of October, 19 94

Name of Assignor as shown on current lease: CNG Producing Company
Please type or print

Assignor
-or- James W. Carrington, Jr.
Attorney-in-fact
(Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
By or
Attorney-in-fact Patrick Lee Callahan (Signature)
Patrick Lee Callahan (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3 DEPARTMENT OF THE INTERIOR
(March 1991) BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

W-101749
Lease Serial No.

4-1-87
Lease Effective Date
(Anniversary Date)

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST in A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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
252489 T 29N - R 106W, 6th P.M. Section 29: NW/4, NE/4 SW/4, S/2 SW/4 Section 31: Lot 1 (34.73), Lot 2 (34.74), Lot 3 (34.76), Lot 4 (34.77), E/2, E/2 W/2 Section 32: ~~W/2, SE/4~~ RECORDED JUNE 12 1995 8:45A M IN BOOK 101 PAGE 543 FEES 8.00 COUNTY CLERK SUBLETTE COUNTY CLERK By Tracey L. Fields 1,379.00 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5%

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

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 FEB 01 1995

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

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 08 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column e, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

EhS

mBW

544

CITY AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

MaryAnne M. Frawley
MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-In-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-In-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC
BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

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

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

or 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 yalty due to the United States when this assigament is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27 day of October, 19 94

ame of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr.
torney-in-fact (Signature)

150 Poydras Street
(Assignor's Address)

ew Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

Assignee TEXACO EXPLORATION AND PRODUCTION INC.
or
Attorney-in-fact (Signature)
Patrick Lee Callahan (Signature)

lic reporting burden for this form is estimated to average 30 minutes per response, 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, erwork 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 fals[redacted] or fraudulent ements or representations [redacted] matter within its jurisdiction.

Form 3000-3
(March 1988)

DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

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

W-105475
Lease Serial No.

8/1/87
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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
T29N-R106W,6th P.M. Section 29: NW/4 SW/4	100%	25%	75%	None	5.0%

252490

RECORDED June 12 1995 8:45 AM
IN BOOK 10 M O & G PAGE 545
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L. Fields

40.00 acres more or less
Sublette County, Wyoming

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 1995

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

/s/ PHYLLIS A. STONE
(Authorized Officer)

LAND LAW EXAMINER
(Title)

MAR 1 1 1995
(Date)

PART C: GENERAL INSTRUCTIONS

Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.

A separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate

5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
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9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

SHS

MBW

b2560623

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CITY AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

Maryanne M. Frawley
MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-In-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-In-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr.
Attorney-in-fact (Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact (Signature)
Patrick Lee Callahan

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

W-104800

Lease Serial No.
7-1-87

Lease Effective Date
(Anniversary Date)

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R107W, 6th P.M. Section 34 N/2 T28N-R107W, 6th P.M. Section 1: Lot 3 (21.94), Lot 4 (16.48) Section 4: Lot 2 (14.92), SW/4, E/2 SE/4 Section 5: Lot 1 (13.79), Lot 2 (11.74) Section 9: All 1,278.87 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

252491

RECORDED JUNE 12 1995 8:45 AM
IN BOOK 191 OR PAGE 547
FEES 8.00 Mary S. Lindsey COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 1995

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

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 11 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
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ths

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COUNTY OF DENVER)

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Witness my hand and official seal.

Maryanne M. Frawley
Mary Anne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

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NOTARY PUBLIC
BRIAN E. WROBEL
Notary Public - Parish of Orleans, State of Louisiana
My Commission is issued for life.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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Executed this 27 day of October, 1994

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr.
Attorney-in-fact (Signature)
(Signature)

450 Poydras Street
(Assignor's Address)
New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 1994

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact (Signature)
Patrick Lee Callahan
(Signature)

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Form 3000-3
(March 1991) UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

W-104799
Lease Serial No.

6-1-87
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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.

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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
T28N R107W, 6th P.M. Section 14: W/2 Section 15: All Section 22: All 252492 RECORDED June 12 1995 8:45A M IN BOOK 199 Misc PAGE 549 FEES 8.00 [illegible] COUNTY CLERK SUBLETTE COUNTY CLERK By Tracey L Fields 1,600 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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☑ 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 FEB 01 1995

By /s/ PHYLLIS A. STONE (Authorized Officer)

LAND LAW EXAMINER (Title)

MAY 11 1995 (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

bhs

7755074

550

CITY AND) ss.
COUNTY OF DENVER)

On this 15th day of November, 1994, 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.

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC
BRIAN F. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

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 27 day of October, 19 94

Name of Assignor as shown on current lease: CNG Producing Company
Please type or print

Assignor
or
Attorney-in-fact James W. Carrington, Jr.
(Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 1994

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact Patrick Lee Callahan
(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 [redacted] crime for any person knowingly and willfully to [redacted] Department or agency of the United States any [redacted] ious or fraudulent statements or representati[redacted]y matter within its jurisdiction.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE (W) EV-020357 DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That K & J Investment Company and Shamrock Investment Company, both of 1245 E. Brickyard Road, Suite 30, Salt Lake City, Utah 84106, both Utah corporations ., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
A-8 Investment Company, a Utah Limited Partnership	1245 E. Brickyard Road, Suite Salt Lake City, Utah 84106	1/2 of 1% of 8/8ths (one-half of one percent of eight-eighths)
The Hatch Group, Ltd. a Utah Limited Partnership	1245 E. Brickyard Road, Suite Salt Lake City, Utah 84106	1/2 of 1% of 8/8ths (one-half of one percent of eight-eighths)

(It is the intention of K & J Investment Company and Shamrock Investment Company to transfer herein all of their overriding royalty interest under oil and gas lease EV-020357)

Being in all a total of an undivided one percent of eight-eighths (1% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming , under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 28 North, Range 113 West, 6th PM
Sec. 6: Lots 8, 9, 10, 11, 12, 13, 14, 15, S2NE4
Sec. 17: Lot 2, N2NW4, SE4NW4

Containing 476.01 acres, more or less.

WITNESS our hands this 23rd day of May, 1995

K & J INVESTMENT COMPANY

BY: John R. Anderson
John R. Anderson, President

Attest: Karen Anderson
Karen Anderson, Secretary

SHAMROCK INVESTMENT COMPANY

BY: J. Floyd Hatch
Floyd Hatch, President

Attest: Carol L. Hatch
Carol L. Hatch, Secretary

STATE OF UTAH }
} §
COUNTY OF Salt Lake }

On the 23rd day of May 1995, before me personally appeared the signors of the above instrument, who duly acknowledge to me that they executed the same, on behalf of the respective corporations.

Julie A. Weaver
Notary Public
1245 E. Brickyard Road, Suite 30
Residing in Salt Lake City, Utah

My commission expires:
11/17/97

NOTARY PUBLIC
JULIE A. WEAVER
1245 E Brickyard Rd., # 30, S.L.C, UT 84106
My Commission Expires Nov. 17, 1997
STATE OF UTAH

252496

RECORDED June 12 1995 10:00 AM
BOOK 10 M O & G PAGE 551
FEES 8.00 Mary A. Young COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

552

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the united States under said Oil and Gas Lease in excess of 1, 1/2 percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned if the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
A - 8 INVESTMENT COMPANY

.....as to BY:.....
John R. Anderson,
Managing Partner

.....as to BY:.....
THE HATCH GROUP, LTD.

.....as to BY:.....
J. Floyd Hatch,
Managing Partner

.....as to BY:.....

.....as to BY:.....

.....as to BY:.....

.....as to BY:.....

.....as to BY:.....

File: oil&gas\assgnmt.orr

[redacted]

Form 3000.3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 MAY 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

WY-7544
JH

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)

0050238-000

Lease Serial No.	
	EV-024445-E
Lease Effective Date (Anniversary Date)	
	9-1-49
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Frieda Port 1994 Trust
c/o Arrow
3410 Fullerton Street
Beltsville, MD 20705

EOG LAND ADMIN
JUN 05 1995

*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 o. payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 112 West, 6th P.M. Section 19: NENW Containing 40.00 acres, more or less, Sublette County, Wyoming	.5%	.5%	-0-		

252528

RECORDED June 13, 1995 10:30 AM
IN BOOK 121 Misc PAGE 553
FEES $ 10.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

EOG LAND ADMIN
MAY 03 1995

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title)

_____
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor
2. Separate forms must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

PAPERWORK REDUCTION ACT STATEMENT 554

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

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

3. Response to this request is required to obtain benefit.

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear Tear Tear

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

STATE OF Maryland

COUNTY OF Prince Georges

Subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid on this 28th day of April, 1995, by Arthur Arrow, who is personally

* known to me and known to me to be the same person who executed the foregoing instrument and he duly acknowleged the execution of same.

My Commission expires: 3-10-97

Notary Public

KEVIN M. CAMPBELL
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires March 10, 1997

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), 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 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 28 day of April, 19 95

Name of Assignor as shown on current lease Frieda Port
Please type or print

* Assignor Frieda Port / Lyn Arrow POA
or (Signature)

Attorney-in-fact _____
(Signature)

3410 Fullerton Street
(Assignor's Address)

Beltsville, MD 20705
(City) (State) (Zip Code)

Executed this 28 day of April, 19 95

Frieda Port 1994 Trust

* Assignee Lyn Arrow Acting Agent
or (Signature)

Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau 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.

[redacted] [redacted] [redacted]

*U.S. GPO: 1992-774-017/6702

STATE OF Maryland

COUNTY OF Prince Georges

Subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid on this 27th day of April, 1995, by Lian Arrow, who is personally known to me and known to me to be the same person who executed the foregoing instrument and he duly acknowleged the execution of same.

My Commission expires: 3-10-97

Notary Public

KEVIN M. CAMPBELL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 10, 1997

556

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 97280

Lease Effective Date
(Anniversary Date)
January 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Mary Hudson Ard
4808 Westridge
Fort Worth, Texas 76116

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th PM Wy					
Section 21: All					
Section 28: All					
Section 29: E/2, S/2SW/4					
Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2					
Sublette County, Wyoming					
William A. Hudson, II	16.6667%	16.6667%	NONE	NONE	NONE
Edward R. Hudson, Jr.	16.6666%	16.6666%	NONE	NONE	NONE

Subject to the terms of the Golden Gate Unit & Unit Operating Agreement

252584 RECORDED June 11, 1995 12:10 PM
IN BOOK 101 Rec 6 PAGE 556
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Safton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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 TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William A. Hudson II and Edward R. Hudson, Jr., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of May 1995.

Virginia Clarke
Notary Public State of Texas
Virginia Clarke

My Commission Expires:
7/31/96

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 24 day of May, 19 95

Name of Assignor as shown on current lease Edward R. Hudson Jr & William A. Hudson II
Please type or print

Assignor E R Hudson
or
Edward R. Hudson (Signature)
Attorney-in-fact William A. Hudson II
(Signature)

616 Texas Street
(Assignor's Address)

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

Executed this 14 day of June, 1995

Mary Hudson Ard
Assignee Mary Hudson Ard
or (Signature)
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1994–673-004/01053

Form 3000-3a
(October 1992)

6538

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.

W 97280

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street — Mary Hudson Ard
   City, State, ZIP Code — 4808 Westridge
   Fort Worth, Texas 76116

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th PM Wy					
Section 21: All					
Section 28: All					
Section 29: E/2, S/2SW/4					
Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2					
Sublette County, Wyoming					
William A. Hudson, II	16.6667%	16.6667%	NONE	NONE	NONE
Edward R. Hudson, Jr.	16.6666%	16.6666%	NONE	NONE	NONE

Subject to the terms of the Golden Gate Unit & Unit Operating Agreement
252585

RECORDED June 14 1995 12:10PM
IN BOOK 101 Orb PAGE 558
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soplon

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]NAL SPACE for Names and addresses of additio[redacted]ees in Item No. 1, if needed, or for Land Descri[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 William A. Hudson II and Edward R. Hudson, Jr., known to me to be the pers ns whose names are subscribed to the foregoing instrument, and acknowledged to me that they execut d the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of May 1995.

Virginia Clarke
Notary Public State of Texas
Virginia Clarke

My Commission Expires:
7/31/96

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The 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 l sehold 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 24th day of May, 19 95

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

Transferor [signature]
William A. Hudson II (Signature)

or Attorney-in-fact [signature]
Edward R. Hudson, II (Signature)

616 Texas Street
(Transferor's Address)

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

Executed this 14 day of June, 19 95

Mary Hudson Ard

Transferee [signature]
(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 revie ing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this f rm 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

560

RECORDED June 5, 1995 AT 4:30 P. M.
IN BOOK 1073 OF Misc PAGE 441
NO. 805631
LARRY E. SAVE
COUNTY CLERK

ASSIGNMENT OF OIL AND GAS LEASES

BOOK 1073 PAGE 441

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, UNION BANK & TRUST, hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto McCULLISS RESOURCES CO., INC., 621 17th Street, Suite 2155, Denver, Colorado 80293, hereinafter called Assignee, all of Assignor's interest in and to the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof, together with the rights incident thereto and the personal property thereon, appurtenant thereof, or used or obtained in connection with the development and operation thereof.

The interest in the Oil and Gas Leases, as described on Exhibit "A", assigned hereunder, is subject to all of the terms and provisions of said leases and its proportionate share of all burdens contained therein.

This Assignment is made without warranty of title, either express or implied.

It is the intent of the parties hereto that this Assignment is for the sole purpose of providing Assignee with release of security for that certain Promissory Note dated the 15th day of October, 1992 by and between the parties hereto.

Executed this 28th day of April, 1995, but made effective as of 7 a.m., October 17, 1994, (the effective time.)

252587

RECORDED June 19, 1995 10:45AM
IN BOOK 1046 PAGE 560
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

UNION BANK & TRUST

BY: _____
DOUGLAS K. DERKS, VICE-PRESIDENT

ACKNOWLEDGMENT

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

Before me, the undersigned authority, on this 28th day of April, 1995, personally appeared Douglas K. Derks, as Vice-President of Union Bank & Trust, 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 therein expressed, in the capacity therein stated, and as the act and deed of said Union Bank & Trust.

Witness my hand and official seal.

MARGUERITE MONEGHAN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
12-3-95

_____
Notary Public

EXHIBIT "A"
Attached to & made a part of that Assignment of Oil & Gas Leases dated the 15th day of October, 1992 by & between McCulliss Resources Co., Inc, as Assignor and Union Bank & Trust, as Assignee

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	RECORDING
* 700027L-01	State of Wyoming WY 66-5165	Insofar & only insofar as lease covers the following described lands: Township 28 North, Range 114 West Section 16: W/2, SE/4, W/2NE/4, SE/4NE/4 Sublette Co., Wyoming	3/02/66	
* 700136L-01	USA #W-11603	Township 28 North, Range 114 West Section 16: NE/4, SE/4 Sublette Co., Wyoming	4/01/68	

Insofar and only insofar as all of the above described leases cover and pertain to all formations from the surface of the earth down to 100' below the stratigraphic equivalent of 8607 feet as encountered in the Fogerty Creek #2-16 well, located in Section 16, Township 28 North, Range 114 West, 6th P.M.

* 700013L-01	USA #W-36663	Insofar & only insofar as lease covers the following described lands: Township 29 North, Range 112 West Tract I: Section 17: SE/4NE/4 (from surface down to a depth of 4335') Tract II: Section 17: NE/4SE/4 (from surface down to a depth of 4062') Sublette County, Wyoming	11/01/55	
* 700013L-02	USA #W-36663-A	Township 29 North, Range 112 West Section 17: SE/4SE/4 (from surface down to a depth of 4335')	11/01/55	

569

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	RECORDING
* 700013L-03	USA #W-36567	Township 29 North, Range 112 West Tract I: Section 17: N/2NE/4, SW/4NE/4 (from surface down to a depth of 4335') Tract II: Section 17: NW/4SE/4 (from surface down to a depth of 4062') Sublette County, Wyoming	11/01/55	
* 700429L-01	USA #W-48517	Township 29 North, Range 112 West Section 17: SE/4NW/4, E/2SW/4, SW/4SE/4 (from the surface down to a depth of 4840') Sublette County, Wyoming	1/01/75	
* 700014L-01	State of Wyoming WY-20914	Township 29 North, Range 112 West Section 16: SW/4NW/4, W/2SW/4, SE/4SW/4	8/16/56	16/86
690815L-01	USA #W-82326	Insofar & only insofar as lease covers the following described lands: Township 28 North, Range 112 West Section 35: That portion of the bed of the Green River riparian to Lots 5 and 9 (insofar as said land falls within the SW/4 of Section 35). Sublette Co., Wyoming	3/01/83	Not recorded
690926L-01	USA #W-21953-A	Township 28 North, Range 112 West Section 35: Lot 9	8/01/53	Not recorded

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	RECORDING
690927L-01	Yose Cattle Company	Township 28 North, Range 112 West Section 35: Lot 8 and land riparian thereto (insofar as said land falls within the SW/4 of Section 35). Sublette Co., Wyoming	12/17/81	64/76
690928L-01	Viola Waters, widow	Township 28 North, Range 112 West Section 35: Lots 7, 10, 11 and lands riparian thereto (insofar as said land falls within the SW/4 of Section 35). Sublette Co., Wyoming	3/17/81	61/508
690977L-01	Yose Cattle Company	Insofar & only insofar as lease covers the following described lands: Township 28 North, Range 112 West Section 35: All Surface Agreement	4/06/83	Not recorded
690977L-02	Delbert Shelby	Township 28 North, Range 112 West Section 35: All Surface Agreement	3/29/83	Not recorded

Communitization Agreement COM. AGR. WY049P5684C856 dated 10/01/83 covering the SW/4 of Section 35, Township 28 North, Range 112 West.

Insofar and only insofar as all of the above described leases cover and pertain to all formations from the surface of the earth down to and including, but not below, the stratigraphic equivalent of 9132 feet as encountered in the Split River 24-35 well, located in the SE/4SW/4 of Section 35, Township 28 North, Range 112 West.

564

Form 3000-3 (May 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 JAN 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001 025)
Department of the Interior Appropriations Act, Fiscal Year 19 1 (42 U.S.C. 6508)

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

W-102710
Lease Serial No.

12-1-86
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street 4601 DTC Boulevard
   City, State, ZIP Code Denver, Colorado 80237

*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

WY-2095-3

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
T27N-R106W, 6th P.M. Section 13: ALL 252598 RECORDED June 19, 1995 10:55a M IN BOOK 101 Page 6 PAGE 5941 FEES 8.00 COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Sexton 640.00 acres more or less Sublette County, Wyoming	100%	25%	75%	None	5.5%

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 FEB 01 1995

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

By /s/ PAMELA J. LEWIS — SUPERVISORY LAND LAW EXAMINER — MAY 03 1995

(Authorized Officer) (Title) (Date)

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest [illegible] as a percentage of total interest in the lease; e.g., if assignor assig[illegible] quarter of a 20% interest, enter 20% in column b, 5% in column c, an[illegible]5% in column d.
4. If assignment is [illegible] an one assignee, enter each assignee's name ac[illegible] columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of producti[illegible] similar types of transfers must be filed with BLM, but will be accepte[illegible] urposes only. No official approval will be given.

JRH

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

On this 15th day of November, 1994, 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.

MaryAnne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

MARYANNE M. FRAWLEY
NOTARY PUBLIC
STATE OF COLORADO

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27 day of October, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WRO
Notary Public, Parish of Orleans,
My Commission is issued

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 21 day of October, 19 94

Name of Assignor as shown on current lease CNG Producing Company
Please type or print

Assignor
or James W. Carrington, Jr.
Attorney-in-fact (Signature)

1450 Poydras Street
(Assignor's Address)

New Orleans LA 70112-6000
(City) (State) (Zip Code)

Executed this 15th day of November, 19 94

TEXACO EXPLORATION AND PRODUCTION INC.

Assignee
or
Attorney-in-fact Patrick Lee Callahan (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.

565

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.

SUBLETTE

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 1st day of May, 1995, by and between Bonney Beecher Eken, a married woman dealing in her sole and separate property whose post office address is 3070 NE 41st Street, Portland, Oregon 97212, 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

252632

RECORDED June 21 1995 10:10 AM
IN BOOK 101 Misc PAGE 566
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

and containing 560.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 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 yicinity 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 Bonney Beecher Eken
Bonney Beecher Eken

SS # 520-54-2454

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF [redacted]
COUNTY OF Multnomah } ss.

On this 8th day of May 19 95, before me personally appeared

Bonney Beecher Eken

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Mindy Young
Notary Public

My commission expires: 1/2/98

Residing at US Bank Portland, OR

OFFICIAL SEAL
MINDY YOUNG
NOTARY PUBLIC-OREGON
COMMISSION NO. 030630
MY COMMISSION EXPIRES JAN. 2, 1998

ACKNOWLEDGMENT FOR INDIVIDUAL

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

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

568

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, McMURRY OIL COMPANY, hereinafter called Assignor, for and in consideration of One and No/100 ($1.00) Dollar, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over unto CNG PRODUCING CO., 1450 Poydras Street, New Orleans, Louisiana 70112-6000, hereinafter called Assignee (whether one or more), an undivided 50% of 8/8ths in and to that certain Oil and Gas Lease dated April 2, 1994, from the State of Wyoming, by and through its Board of Land Commissioners, as Lessor, to McMurry Oil Company, as Lessee, recorded in Book 96, Page 428, insofar as said Lease covers the following described land in Sublette County, State of Wyoming:

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M.
Section 36: ALL
(ST WY-94-00149)

and containing 640.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

In the event the Assignee herein shall elect not to pay the rental due under the leases herein assigned, Assignee agrees, at least thirty (30) days prior to any such rental date, to tender to the Assignor herein an assignment, without warranty of title, of all of the interest herein assigned.

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 Leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases on the above-described lands, 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.

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

EXECUTED this 15th day of MAY, 1995.

McMURRY OIL COMPANY

252663

By: John W. Martin, President (SEAL)

FILED FOR RECORD JUNE 23 1995 1:45 PM
IN BOOK 101 O & G PAGE 568
FEES 6.00 COUNTY CLERK
SUBLETTE County, Wyoming
By Tracey L. Fields

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

On this 15th day of MAY, 1995, 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:

[redacted]

[redacted]

01104\Wd130.wd13

[redacted]

FORM TA-[redacted] 5-84

RATIFICATION AND RENTAL DIVISION ORDER

-57132-000
Mason Prospect

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 12, 1985 **, from** Monte Norris, a single man **, as Lessors, to** Chevron U.S.A., Inc. **, as Lessee, recorded in Book** 74 O&G **, Page** 285 **, of the** County **Records of** Sublette **County,** Wyoming **, is owned by** Enron Oil & Gas Company

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 19: Lots 2(42.36), 4(42.66), S/2SE/4, E/2SW/4
Section 30: N/2NE/4, NE/4NW/4

Township 31 North, Range 114 West, 6th P.M.
Section 23: SE/4NE/4
Section 24: NW/4, S/2NE/4, N/2SE/4, SE/4SE/4

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

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 Enron Oil & Gas 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
Monte Norris	P. O. Box 427 Big Piney, Wyoming 83113	765.01

252676

RECORDED June 26, 1995 12:00PM
IN BOOK 101 Oxo PAGE 569
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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 10th **day of** May **, 19**94**.**

Monte Norris (SEAL)

Monte Norris

Kathy J. Quintard - Notary (SEAL)

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

(SEAL)

(SEAL)

(SEAL)

569

570

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10 day of May, 19 94, personally appeared Monte Nabeso

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.

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

My Commission Expires 11-19-94

Kathy J. Quintard
Notary Public.

Address: P.O. Box 428 Boulder 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 excuted the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated , 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] **ASSIGNMENT OF [redacted]ING ROYALTY** [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .028400000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.007944156%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.005972078%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.002979058%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.002979058%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.002581493%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.007944157%
Total Overriding Royalty Interest Assigned	.028400000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252693

RECORDED June 26, 1995 3:40 PM
IN BOOK 101 MOR PAGE 571
FEES 22.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21 98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

State of Wyoming Oil and Gas Leases

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

[redacted] [redacted] [redacted]

EXHIBIT "A" contd.

Lease Serial Number	Description of Land	Acres
93-00131	T32N-R111W, 6th P.M. Sec. 34: NE/4SE/4	40.00
93-00132	T32N-R111W, 6th P.M. Sec. 36: All	640.00
93-00133	T33N-R111W, 6th P.M. Sec. 16: All	640.00
93-00134	T33N-R111W, 6th P.M. Sec. 36: All	640.00
93-00135	T34N-R111W, 6th P.M. Sec. 16: All	640.00
93-00136	T34N-R111W, 6th P.M. Sec. 29: NE/4NE/4 Sec. 30: S/2SW/4, SW/4SE/4 Sec. 31: NW/4NE/4, S/2NE/4, NW/4	435.43
93-00416	T33N-R112W, 6th P.M. Sec. 36: All	640.00
89-00641	T30N-R109W, 6th P.M. Sec. 16: All	640.00
89-00645	T30N-R111W, 6th P.M. Sec. 16: All	640.00
89-00646	T31N-R111W, 6th P.M. Sec. 11: NE/4NW/4 Sec. 16: E/2	360.00

574

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .028337550%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.007926687%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.003963344%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.002972508%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.002972508%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.002575817%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.007926686%
Total Overriding Royalty Interest Assigned	.028337550%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D Kronauer
MARK D. KRONAUER

252694

RECORDED June 26 1995 3:40PM
IN BOOK 101 OTG PAGE 574
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

State of Wyoming Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
89-00642	T29N-R110W, 6th P.M. Sec. 6: NE/4SW/4	40.00
89-00643	T29N-R110W, 6th P.M. Sec. 16: All	640.00
93-00415	T32N-R112W, 6th P.M. Sec. 36: All	640.00

576

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .031200000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.0[illegible]727383%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.004363691%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.003272768%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.003272768%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.002836007%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.008727383%
Total Overriding Royalty Interest Assigned	.03_200000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252695

RECORDED June 26 1995 3:40 PM
IN BOOK 101 PAGE 576
FEES 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-101774	T31N-R110W, 6th P.M. Sec. 6: Lots 1-7, SW/4NE/4, SE/4NW/4, W/2SE/4 Sec. 7: Lots 1, 2, W/2NE/4, E/2NW/4, SE/4 Sec. 17: NW/4 Sec. 18: NE/4NE/4 T31N-R111W, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4 Sec. 12: NE/4NE/4	1,344.66
WYW-101780	T32N-R111W, 6th P.M. Sec. 29: All Sec. 30: Lots 1-4, E/2, E/2W/2 Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: All	2,541.12

578

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .098658000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.027596991%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.013798495%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.010348872%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.010348872%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.008967780%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.027596990%
Total Overriding Royalty Interest Assigned	.098658000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252696

RECORDED June 26 1995 3:40 PM
IN BOOK 101 Oil PAGE 578
FEES 32.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-92715	T31N-R111W, 6th P.M. Sec. 9: NE/4NE/4 Sec. 19: Lot 4	79.27
WYW-106160	T30N-R109W, 6th P.M. Sec. 8: Lots 6,7, NE/4NE/4 Sec. 18: Lots 1-4, E/2W/2 Sec. 34: All Sec. 35: All	1,697.25
WYW-106168	T30N-R110W, 6th P.M. Sec. 10: NE/4NE/4	40.00
WYW-107050	T29N-R110W, 6th P.M. That portion of the bed of the Green River Riparian to: Sec. 6: Lots 2, 7 T30N-R110W, 6th P.M. That portion of the bed of the Green River Riparian to: Sec. 21: Lots 2, 3, 5 Sec. 31: Lots 2, 5, 7, 8, 12 Those portions of the beds of the Green River and the New Fork River Riparian to: Sec. 27: Lot 3 Sec. 28: Lots 5-9 Sec. 29: Lots 1-7 Sec. 30: Lot 7	300.41
WYW-111774	T31N-R112W, 6th P.M. Sec. 15: NW/4, N/2SW/4, SW/4SW/4 Sec. 22: E/2NE/4, SW/4NE/4 Sec. 24: SE/4SE/4	440.00
WYW-115618	T32N-R110W, 6th P.M. Sec. 8: W/2SW/4, Sec. 9: E/2E/2 Sec. 10: All Sec. 11: W/2E/2, W/2, SE/4SE/4 Sec. 14: All Sec. 17: NW/4SE/4 Sec. 25: NW/4NW/4	2,120.00
WYW-118171	T30N-R110W, 6th P.M. Sec. 33: N/2N/2	160.00

571

SCHEDULE OF LEASES (contd.)
Sublette County, Wyoming
Page Two

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-128798	T29N-R110W, 6th P.M. Sec. 8: All Sec. 17: All Sec. 18: Lots 1-4, E/2, E/2W/2 Sec. 19: Lots 1-4, E/2, E/2W/2 Sec. 20: All Sec. 25: All Sec. 26: All Sec. 29: N/2SW/4, SE/4SW/4, SE/4, N/2 Sec. 30: E/2 Sec. 31: E/2 Sec. 32: All Sec. 33: N/2NW/4, SW/4NW/4 Sec. 35: All	7,108.76
WYW-131099	T32N-R112W, 6th P.M. Sec. 8: Lot 1, S/2NE/4, SE/4 Sec. 9: Lots 1-4, S/2N/2, S/2 Sec. 10: S/2N/2, S/2 Sec. 11: SW/4NW/4, SW/4, SW/4SE/4 Sec. 17: SE/4NW/4, E/2SW/4 T33N-R112W, 6th P.M. Sec. 33: SW/4SW/4 Sec. 34: S/2S/2	1,859.52
WYW-114049	T29N-R110W, 6th P.M. Sec. 2: Lots 1-4, S/2N/2, S/2 Sec. 3: Lots 1-4, S/2N/2, S/2 Sec. 11: All	1,915.16
WYW-115616	T30N-R110W, 6th P.M. Sec. 1: Lots 5-18, S/2SE/4 Sec. 2: Lots 5-20 Sec. 3: Lots 3-7, 10 Sec. 10: Lot 6 Sec. 15: Lot 1 Sec. 34: SW/4NE/4, S/2NW/4, S/2	1,814.85

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .048066000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.013445204%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.006722602%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.005041952%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.005041952%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.004369086%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.013445204%
Total Overriding Royalty Interest Assigned	.048066000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252697

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

RECORDED June 26, 1995 3:40 PM
IN BOOK 101 946 PAGE 581
FEES 11.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarver

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-104824	T33N-R110W, 6th P.M. Sec. 31: Lots 1-4, E/2, E/2W/2 T32N-R111W, 6th P.M. Sec. 1: Lots 1-4, S/2SE/4 Sec. 2: Lots 1-4 Sec. 3: Lots 1-4 Sec. 4: Lots 1-4 Sec. 9: W/2NE/4, NW/4 Sec. 10: E/2NE/4, SE/4 Sec. 15: NE/4, E/2SE/4	1,924.88
WYW-104835	T33N-R111W, 6th P.M. Sec. 7: E/2 Sec. 8: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Sec. 17: NW/4NE/4, W/2 Sec. 18: E/2 Sec. 19: E/2 Sec. 20: NW/4NW/4	1,720.00
WYW-88580	T31N-R109W, 6th P.M. Sec. 30: Lots 1-12 Sec. 31: Lots 1-12, E/2	1,028.88

[redacted] ASSIGNMENT OF O[redacted]ING ROYALTY [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .098700000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.027608739%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.013804370%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.010353277%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.010353277%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.008971598%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.027608739%
Total Overriding Royalty Interest Assigned	.098700000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252698

RECORDED June 26, 1995 3:40 p.m.
IN BOOK 101 O46 A PAGE 583
FEES 67.50
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-97288	T31N-R110W, 6th P.M. Sec. 6: E/2SW/4 Sec. 7: NE/4SW/4 Sec. 17: E/2SE/4 Sec. 18: Lots 2-4, SE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4 Sec. 20: NW/4NW/4, S/2NW/4, SW/4, W/2SE/4 Sec. 28: SW/4NW/4, SW/4SW/4 Sec. 29: All Sec. 33: W/2	1,932.41
WYW-101779	T32N-R111W, 6th P.M. Sec. 5: Lots 1, 2 Sec. 8: NE/4, N/2NW/4, SE/4NW/4, NE/4SW/4 Sec. 9: E/2NE/4 Sec. 10: W/2NE/4, NW/4, N/2SW/4 Sec. 15: W/2, W/2SE/4 Sec. 17: NE/4NE/4 Sec. 19: Lots 1-4, E/2, E/2W/2 Sec. 20: SW/4NW/4, SW/4, SW/4SE/4 Sec. 22: NE/4, N/2SE/4, SE/4SE/4 Sec. 26: NW/4NW/4, SE/4NW/4	2,441.34
WYW-103504	T31N-R110W, 6th P.M. Sec. 15: NE/4, E/2NW/4, N/2SE/4 Sec. 26: All Sec. 28: NW/4SW/4 Sec. 35: All	1,640.00
WYW-103512	T32N-R111W, 6th P.M. Sec. 18: Lots 3, 4, SE/4SW/4 T32N-R112W, 6th P.M. Sec. 12: SE/4SW/4	154.73
WYW-113419	T30N-R111W, 6th P.M. Sec. 26: N/2, N/2S/2, SE/4SE/4	520.00
WYW-113422	T33N-R112W, 6th P.M. Sec. 14: All Sec. 23: All	1,280.00

[redacted] SCHEDULE [redacted]SES (contd.) [redacted]
Sublette County, Wyoming
Page Two

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-114042	T31N-R109W, 6th P.M. Sec. 34: W/2SW/4	80.00
WYW-114059	T32N-R111W, 6th P.M. Sec. 21: NE/4NE/4 Sec. 22: NW/4 Sec. 28: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec. 33: E/2 Sec. 34: W/2, W/2SE/4, SE/4SE/4	1,320.00
WYW-114060	T34N-R111W, 6th P.M. Sec. 10: E/2E/2 Sec. 21: S/2 Sec. 22: All Sec. 23: N/2N/2SW/4, SE/4NE/4SW/4, SW/4NW/4SW/4, NW/4SW/4SW/4, S/2S/2SW/4, NE/4SE/4SW/4, SE/4 Sec. 25: N/2 Sec. 26: N/2 Sec. 27: N/2, NE/4SE/4	2,400.00

Patented Oil & Gas Lease

Lessor	Description of Land	Acres
Harry Zimmerman	T31N-R111W, 6th P.M. Sec. 36: SW/4	160.00

586

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-121407	T32N-R110W, 6th P.M. Sec. 6: Lots 2-5, SE/4SW/4, SW/4SE/4 Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4, E/2W/2, E/2 Sec. 19: Lots 1-4, E/2W/2, E/2	1,944.60
WYW-121408	T32N-R110W, 6th P.M. Sec. 17: W/2, S/2SE/4 Sec. 20: All Sec. 21: W/2W/2 Sec. 28: W/2NW/4, NW/4SW/4	1,320.00
WYW-128309	T31N-R110W, 6th P.M. Sec. 4: Lots 1-3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 9: NE/4, E/2NW/4, N/2SE/4, SE/4SE/4 Sec. 15: W/2NW/4, E/2SW/4, S/2SE/4 Sec. 22: E/2, E/2NW/4 Sec. 27: E/2 Sec. 34: NE/4, E/2SE/4	2,037.36
WYW-128799	T30N-R110W, 6th P.M. Sec. 7: SE/4 Sec. 11: Lots 2-4, N/2, W/2SW/4 Sec. 12: N/2N/2 Sec. 13: Lot 1, S/2NW/4, NE/4NW/4, NE/4, S/2 Sec. 14: Lots 1,7, SE/4SW/4, SE/4 Sec. 15: Lots 2, 3 Sec. 20: N/2NE/4 Sec. 21: Lots 2, 3, 5, N/2NW/4 Sec. 22: SE/4SE/4 Sec. 23: E/2NW/4, NE/4, S/2 Sec. 27: Lot 3, SE/4NW/4, NE/4NE/4, S/2NE/4, S/2 Sec. 28: Lots 6-9, S/2S/2 Sec. 34: N/2N/2, SE/4NE/4	3,450.29
WYW-128801	T30N-R111W, 6th P.M. Sec. 24: SW/4NW/4, NW/4SW/4 Sec. 27: All Sec. 34: N/2 Sec. 35: N/2, SE/4, NE/4SW/4	1,560.00
WYW-128818	T32N-R110W, 6th P.M. Sec. 9: NW/4SE/4, W/2NE/4 T32N-R111W, 6th P.M. Sec. 12: All	760.00
WYW-128819	T32N-R110W, 6th P.M. Sec. 24: W/2W/2	160.00
WYW-129373	T30N-R111W, 6th P.M. Sec. 26: S/2SW/4, SW/4SE/4	120.00
WYW-129428	T32N-R110W, 6th P.M. Sec. 5: SW/4SW/4	40.00
WYW-129429	T30N-R110W, 6th P.M. Sec. 11: NE/4SW/4, NW/4SE/4 Sec. 14: SE/4NE/4	120.00
WYW-129430	T33N-R112W, 6th P.M. Sec. 26: All Sec. 27: NE/4NE/4 Sec. 35: N/2NE/4, SE/4NE/4	800.00

[redacted] SCHEDULE OF [redacted] (contd.) [redacted]
Sublette County, Wyoming
Page Four

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-130319	T31N-R111W, 6th P.M. Sec. 3: NE/4SE/4 Sec. 12: NW/4NE/4	80.00
WYW-130841	T33N-R111W, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4	320.00
WYW-131100	T29N-R111W, 6th P.M. Sec. 3: Lots 17, 18 Sec. 4: Lot 10 Sec. 9: SE/4SE/4 Sec. 15: W/2 Sec. 23: NE/4 Sec. 25: NW/4NW/4 Sec. 26: All Sec. 27: NE/4, NE/4NW/4 Sec. 34: SE/4, E/2NE/4 Sec. 35: All	2,404.91
WYW-131909	T30N-R109W, 6th P.M. Sec. 3: Lot 1, SE/4NE/4, SE/4SE/4 Sec. 25: N/2	410.26
WYW-131911	T31N-R110W, 6th P.M. Sec. 1: Lots 1-4, S/2N/2 Sec. 2: Lots 1-4, S/2N/2 Sec. 3: Lots 1-4, S/2N/2	955.20
WYW-133083	T32N-R110W, 6th P.M. Sec. 25: SW/4SW/4	40.00
WYW-133084	T33N-R110W, 6th P.M. Sec. 21: W/2W/2 Sec. 28: W/2NW/4, SW/4 Sec. 33: SW/4NE/4, N/2NW/4, SW/4NW/4, W/2SW/4, W/2SE/4	720.00
WYW-133086	T34N-R110W, 6th P.M. Sec. 4: Lot 4, W/2NE/4 of Lot 2 Sec. 5: Lots 1, 2	116.52
WYW-133089	T34N-R110W, 6th P.M. Sec. 18: Lots 1-4 Sec. 19: Lots 1-4 Sec. 30: Lot 1, N/2NE/4, NE/4NW/4	411.80
WYW-133092	T35N-R111W, 6th P.M. Sec. 12: SW/4, W/2SE/4 Sec. 13: All Sec. 14: All Sec. 23: N/2N/2	1,680.00
WYW-133778	T29N-R111W, 6th P.M. Sec. 12: NE/4NW/4 Sec. 13: NW/4NW/4 Sec. 23: SE/4NW/4, SE/4SW/4 Sec. 25: NE/4NE/4	200.00

588

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .048100000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.013454715%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.006727357%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.005045518%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.005045518%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.004372177%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.013454715%
Total Overriding Royalty Interest Assigned	.048100000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

252699

Mark D. Kronauer
MARK D. KRONAUER

RECORDED June 26 19 95 3:40 PM
IN BOOK 101 OR 6 PAGE 588
FEES $9.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-100302	T33N-R111W, 6th P.M. Sec. 15: All Sec. 17: NE/4NE/4, S/2NE/4, SE/4 Sec. 20: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 21: All Sec. 28: E/2	2,480.00
WYW-114854	T34N-R111W, 6th P.M. Sec. 5: NW/4SW/4 Sec. 10: NW/4NE/4, SW/4SE/4 Sec. 14: All Sec. 15: E/2, NE/4NW/4, S/2NW/4, SW/4 Sec. 21: N/2 Sec. 23: N/2 Sec. 28: N/2NW/4	2,080.00

590

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .056497000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.015803556%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.007901778%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.005926333%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.005926333%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.005135444%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.015803556%
Total Overriding Royalty Interest Assigned	.056497000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252700

RECORDED June 26, 1995 2:40 PM
IN BOOK 101 MG PAGE 590
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Iona Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignmert of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-102772	T31N-R111W, 6th P.M. Sec. 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 7: Lots 1-4, E/2, E/2W/2	1,271.44
WYW-102776	T33N-R111W, 6th P.M. Sec. 22: E/2SE/4 Sec. 27: NE/4NE/4 Sec. 30: SE/4 Sec. 31: NE/4 Sec. 32: E/2, NE/4NW/4, S/2NW/4, N/2SW/4 Sec. 33: All Sec. 34: All	2,240.00

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .014335000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.0040098417%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.0020049207%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.0015036907%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.0015036907%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.0013030187%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.0040098417%
Total Overriding Royalty Interest Assigned	.014335000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

Mark D. Kronauer
MARK D. KRONAUER

252701

RECORDED June 26, 1995 3:40 PM
IN BOOK 104 016 PAGE 592
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-102775	T33N-R111W, 6th P.M. Sec. 8: SE/4NE/4, E/2SE/4 Sec. 9: All Sec. 10: All Sec. 11: SW/4SW/4 Sec. 14: W/2W/2 Sec. 28: W/2 Sec. 29: All	2,560.00
WYW-104213	T32N-R111W, 6th P.M. Sec. 6: Lots 1, 2 Sec. 7: Lot 1, N/2NE/4, NE/4NW/4 T33N-R112W, 6th P.M. Sec. 24: All Sec. 25: All	1,458.32

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARK D. KRONAUER, 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 grant, convey, sell, assign, transfer, and set over all of his overriding royalty interest, being an undivided .014300000%, unto the following named individuals, hereinafter referred to as Assignees, their successors and assigns, an overriding royalty in such percentages as set out opposite their names:

ASSIGNEES' NAME AND ADDRESS	OVERRIDING ROYALTY INTEREST BEING CONVEYED
Brad J. Kronauer 430 Main Avenue R-1 Norwalk, CT 06851-7004	.004000050%
Carolyn J. Dougherty 87 Andover Ct. Wayne, PA 19087	.002000025%
Laura Kronauer Coffey 2939 Rocky Oak San Antonio, TX 78232	.001500019%
Margaret K. Longo 24004 Rockridge Ct. Valencia, CA 91355	.001500019%
Karen J. Treffinger 4206 C Granby Street Aurora, CO 80014	.001299837%
Mark D. Kronauer 7241 Palisade Drive Highlands Ranch, CO 80126-3740	.004000050%
Total Overriding Royalty Interest Assigned	.014300000%

in, under, and pursuant to the Oil and Gas Lease(s) and the lands covered thereby located in Sublette County, Wyoming, as described under Exhibit "A", attached hereto and by reference made a part hereof.

This Assignment is made without warranty of title, either express or implied, but shall be binding upon all parties hereto, their heirs, successors and assigns.

EXECUTED this 20th day of June, 1995, but to be effective as of the first day of June, 1995 at 7:00 a.m.

252702

MARK D. KRONAUER

RECORDED June 26, 1995 3:40 PM
IN BOOK 101 OPR PAGE 599
FEES 102.50
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me this 20th day of June, 1995, by MARK D. KRONAUER.

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver, Notary Public
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated the 20th day of June, 1995, from MARK D. KRONAUER, Assignor, to BRAD J. KRONAUER, et al, Assignees.

SCHEDULE OF LEASES
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-102773	T32N-R111W, 6th P.M. Sec. 11: All Sec. 13: All Sec. 14: All	1,920.00
WYW-102774	T32N-R111W, 6th P.M. Sec. 23: All Sec. 24: All Sec. 25: E/2, E/2NW/4, SW/4SW/4 Sec. 26: NE/4NW/4, S/2SE/4 Sec. 33: W/2 Sec. 35: NE/4NE/4	2,200.00
WYW-107042	T30N-R108W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2 Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: All	1,823.80
WYW-108911	T33N-R112W, 6th P.M. Sec. 10: SW/4SW/4 Sec. 15: All Sec. 21: NE/4, NE/4NW/4 Sec. 22: NE/4, N/2SE/4, SE/4SE/4 Sec. 27: SE/4NE/4	1,200.00
WYW-114057	T30N-R111W, 6th P.M. Sec. 5: S/2N/2, S/2	480.00
WYW-114058	T31N-R111W, 6th P.M. Sec. 10: SW/4 Sec. 14: E/2, SE/4NW/4, SW/4 Sec. 15: N/2NE/4, SW/4NE/4, SW/4, N/2SE/4, SW/4SE/4	1,080.00
WYW-114062	T33N-R112W, 6th P.M. Sec. 11: All Sec. 12: All	1,280.00
WYW-114856	T33N-R112W, 6th P.M. Sec. 13: All	640.00

SCHEDULE OF LEASES (contd.)
Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-115609	T30N-R109W, 6th P.M. Sec. 6: Lots 7, 14, E/2SW/4, N/2SE/4 Sec. 7: Lots 7-13, SE/4 Sec. 8: Lots 1, 5, SE/4NE/4, S/2 Sec. 9: All Sec. 10: N/2 Sec. 17: N/2	2,302.18
WYW-115617	T30N-R110W, 6th P.M. Sec. 3: Lots 11-14 Sec. 4: Lots 3, 4, S/2NW/4, SW/4, W/2SE/4 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 9: Lots 2, 3, W/2	1,579.96
WYW-115621	T31N-R111W, 6th P.M. Sec. 22: NW/4NE/4, S/2NE/4, W/2, SE/4 Sec. 23: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 26: All	1,840.00
WYW-115622	T33N-R111W, 6th P.M. Sec. 23: All Sec. 32: S/2SW/4	720.00
WYW-118172	T32N-R110W, 6th P.M. Sec. 25: E/2, E/2W/2, SW/4NW/4, NW/4SW/4 Sec. 35: All	1,200.00
WYW-118866	T32N-R110W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2	601.21
WYW-119474	T30N-R110W, 6th P.M. Sec. 10: Lot 3 Sec. 12: Lots 6-8, SE/4SE/4 Sec. 15: Lot 9, and that portion of the bed of the New Fork River riparian to Lot 9 Sec. 22: Lot 1, and that portion of the bed of the New Fork River riparian to Lot 1 Sec. 29: Lot 7 Sec. 30: Lot 7 T31N-R110W, 6th P.M. Sec. 34: Lot 8, and that portion of the bed of the Green River riparian to Lot 8	224.86
WYW-121680	T30N-R110W, 6th P.M. Sec. 3: That portion of the bed of the Green River riparian to Lots 4-7, 10 Sec. 9: That portion of the bed of the Green River riparian to Lots 2, 3, 5 Sec. 10: That portion of the bed of the Green River riparian to Lots 3, 6 Sec. 15: That portion of the bed of the Green River riparian to Lots 1-3 T31N-R110W, 6th P.M. Sec. 21: That portion of the bed of the Green River riparian to Lots 3-6, 8 Sec. 27: That portion of the bed of the Green River riparian to Lot 4	130.47

[redacted] SCHEDULE [redacted] LEASES (contd.)
Sublette County, Wyoming
Page Three

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-121681	T30N-R110W, 6th P.M. Sec. 31: Lots 2-5, 7-10, 12, E/2E/2 Sec. 32: All Sec. 33: S/2N/2, S/2	1,561.75
WYW-121684	T30N-R111W, 6th P.M. Sec. 6: Lots 1-4 Sec. 9: All	798.69
WYW-121685	T34N-R111W, 6th P.M. Sec. 7: NE/4NE/4 Sec. 9: SW/4NE/4, S/2NW/4 Sec. 18: E/2W/2, NE/4SE/4, S/2SE/4 Sec. 19: NE/4, E/2NW/4, NE/4SE/4 T35N-R112W, 6th P.M. Sec. 34: SE/4NE/4	760.00
WYW-122965	T33N-R111W, 6th P.M. Sec. 11: N/2NW/4 Sec. 18: Lots 1, 2, E/2NW/4 Sec. 22: N/2, SW/4, W/2SE/4 Sec. 27: W/2NE/4, SE/4NE/4, W/2, SE/4 Sec. 30: NE/4 Sec. 32: NW/4NW/4 Sec. 35: E/2	1,918.84
WYW-123476	T30N-R110W, 6th P.M. Sec. 7: Lots 1-4, NE/4, E/2W/2 Sec. 8: All Sec. 17: All Sec. 18: Lots 1-4, E/2, E/2W/2	2,354.48
WYW-124075	T31N-R111W, 6th P.M. Sec. 17: All Sec. 18: Lots 1-4, E/2, E/2W/2 Sec. 20: All Sec. 21: All	2,556.16
WYW-124623	T30N-R109W, 6th P.M. Sec. 3: Lot 4, S/2NW/4, SW/4, SW/4SE/4 Sec. 4: Lots 1-3, S/2NE/4, SE/4NW/4, S/2 Sec. 5: Lots 2-5, S/2NW/4, NW/4SW/4, SE/4SE/4 Sec. 6: Lots 8-13, S/2NE/4 T31N-R109W, 6th P.M. Sec. 32: Lot 5, SW/4NE/4, W/2, W/2SE/4 Sec. 33: Lots 4, 7, E/2, E/2NW/4	2,422.70
WYW-124624	T30N-R109W, 6th P.M. Sec. 15: All Sec. 17: S/2 Sec. 20: All Sec. 21: All Sec. 22: W/2	2,560.00
WYW-124628	T30N-R110W, 6th P.M. Sec. 24: All Sec. 25: All	1,280.00
WYW-124629	T30N-R110W, 6th P.M. Sec. 26: All Sec. 35: All	1,280.00

SCHEDULE OF LEASES (contd.)
Sublette County, Wyoming
Page Four

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-124630	T31N-R110W, 6th P.M. Sec. 19: Lots 1-4, E/2, E/2W/2 T31N-R111W, 6th P.M. Sec. 24: All Sec. 25: N/2, NW/4SW/4, N/2SE/4, SE/4SE/4	1,723.04
WYW-124634	T30N-R111W, 6th P.M. Sec. 1: Lots 1-4, S/2N/2, S/2 Sec. 2: Lots 1-4, S/2N/2, S/2 Sec. 12: All Sec. 13: NW/4NW/4	1,957.98
WYW-124636	T33N-R111W, 6th P.M. Sec. 11: E/2 Sec. 12: All Sec. 13: All Sec. 14: E/2 Sec. 35: W/2	2,240.00
WYW-125137	T30N-R109W, 6th P.M. Sec. 24: S/2 Sec. 25: S/2 Sec. 26: All Sec. 27: All Sec. 28: All	2,560.00
WYW-125138	T31N-R109W, 6th P.M. Sec. 7: Lots 1-12, W/2SE/4, SE/4SE/4 Sec. 18: Lots 1-12, E/2 Sec. 20: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec. 29: Lots 3, 4, 7	1,804.15
WYW-125139	T31N-R109W, 6th P.M. Sec. 19: Lots 1-12, E/2 Sec. 29: W/2NE/4, W/2 Sec. 30: E/2 T31N-R110W, 6th P.M. Sec. 24: E/2 Sec. 25: All	2,356.99
WYW-125140	T30N-R110W, 6th P.M. Sec. 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 T31N-R110W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2 Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: All	2,459.74
WYW-125141	T31N-R110W, 6th P.M. Sec. 12: S/2 Sec. 13: All Sec. 14: All Sec. 23: All Sec. 24: W/2	2,560.00
WYW-125144	T31N-R111W, 6th P.M. Sec. 19: Lots 1-3, E/2, E/2W/2 Sec. 28: All Sec. 29: All Sec. 30: Lots 1-4, E/2, E/2W/2	2,515.52
WYW-125145	T31N-R111W, 6th P.M. Sec. 31: Lots 1-4, E/2, E/2W/2 Sec. 32: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec. 33: N/2, N/2SW/4, SE/4SW/4, SE/4	1,838.74

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-125638	T33N-R111W, 6th P.M. Sec. 6: Lot 7, SE/4SW/4 Sec. 7: Lots 1-4, E/2W/2 Sec. 18: Lots 3, 4, E/2SW/4 Sec. 19: Lots 1-4, E/2W/2 Sec. 30: Lots 1-4, E/2W/2 Sec. 31: Lots 1, 2, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4	1,515.28
WYW-129703	T33N-R111W, 6th P.M. Sec. 11: E/2 Sec. 12: All Sec. 13: All Sec. 14: E/2	1,920.00
WYW-129704	T34N-R111W, 6th P.M. Sec. 13: S/2 Sec. 24: N/2	640.00
WYW-130732	T30N-R110W, 6th P.M. Sec. 19: Lots 1-4, N/2NE/4, E/2W/2 Sec. 28: Lot 5 Sec. 29: Lots 1-6, E/2SW/4, SE/4 Sec. 30: Lots 3, 4, 10, 11, NE/4NW/4	965.79
WYW-130735	T30N-R111W, 6th P.M. Sec. 6: Lots 5-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 7: Lot 1, 2, NE/4, E/2NW/4 Sec. 8: All	1,439.00
WYW-130736	T31N-R111W, 6th P.M. Sec. 3: Lots 1-4, S/2N/2, SW/4, NW/4SE/4, S/2SE/4 Sec. 4: Lots 1-4, S/2N/2, S/2 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 8: All	2,522.64
WYW-130737	T31N-R111W, 6th P.M. Sec. 9: W/2NE/4, SE/4NE/4, NW/4, S/2 Sec. 10: N/2, SE/4 Sec. 27: All	1,720.00
WYW-130738	T31N-R111W, 6th P.M. Sec. 34: All Sec. 35: All	1,280.00
WYW-131910	T30N-R110W, 6th P.M. Sec. 9: Lot 5 Sec. 12: Lot 5	39.42
WYW-131912	T31N-R110W, 6th P.M. Sec. 1: S/2 Sec. 2: S/2 Sec. 3: S/2 Sec. 10: All Sec. 11: All Sec. 12: N/2	2,560.00
WYW-131913	T31N-R110W, 6th P.M. Sec. 21: Lots 3-6, 8, NW/4NW/4, S/2NW/4, NE/4SW/4, W/2SE/4 Sec. 28: NW/4NE/4	383.92
WYW-131914	T33N-R110W, 6th P.M. Sec. 20: All	640.00
WYW-131915	T33N-R110W, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2	638.08

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-131920	T30N-R111W, 6th P.M. Sec. 22: All Sec. 23: All Sec. 25: W/2NE/4, W/2, NW/4SE/4	1,720.00
WYW-131921	T32N-R111W, 6th P.M. Sec. 8: N/2SE/4, SE/4SE/4 Sec. 9: S/2 Sec. 10: S/2SW/4	520.00
WYW-131922	T35N-R111W, 6th P.M. Sec. 15: All Sec. 22: All Sec. 23: S/2N/2, S/2 Sec. 24: All Sec. 27: N/2N/2	2,560.00

State Oil & Gas Leases

93-00555	T31N-R112W, 6th P.M. Sec. 36: All	640.00

252785

RECORDED June 30, 1995 11:00AM
IN BOOK 101 946 PAGE 601
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

AMENDED ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That certain overriding royalties were assigned to various parties, hereinafter called "Assignees", through eighteen different assignments as described on the attached Exhibit "A".

This Amended Assignment hereby corrects the following names and addresses of the following Assignees for all eighteen assignments listed in Exhibit "A":

(I) Assignee's Name And Address as Listed on the Original Assignments

Christian E. Smith Trust
12434 W. Florida Drive
Lakewood, CO 80228

Amended Assignee's Name And Address

Christian E. Smith, Trustee
Christian E. Smith Trust
12434 W. Florida Drive
Lakewood, CO 80228

(II) Assignee's Name And Address as Listed on the Original Assignments

LaVon S. Hill Trust
7128 S. Poplar Lane
Englewood, CO 80112

Amended Assignee's Name And Address

LaVon S. Hill, Trustee
LaVon S. Hill Trust
7128 S. Poplar Lane
Englewood, CO 80112

EXECUTED this 9th June, 1995 but made effective on the execution date of each original assignment.

Gilman A. Hill

Craig S. Hill
President of Spirit Life

Gilman A. Hill
General Partner of
Shama Kafar Limited Partnership

Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership

EXHIBIT "A"

ASSIGNMENTS OF OVERRIDING ROYALTY TO BE AMENDED FOR CHRISTIAN E. SMITH TRUST AND LAVON S. HILL TRUST

		SUBLETTE COUNTY, WYOMING RECORDING INFORMATION	
ASSIGNOR	DATE OF ASSIGNMENT	DATE RECORDED	BOOK & PAGE
Shama Zoe Limited Partnership	9-20-94	9-26-94	Book 99 O&G Page 104
Shama Kafar Limited Partnership	9-20-94	9-26-94	Book 99 O&G Page 108
Shama Zoe Limited Partnership	9-20-94	9-26-94	Book 99 O&G Page 111
Shama Kafar Limited Partnership	9-20-94	9-26-94	Book 99 O&G Page 114
Shama Zoe Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 227
Shama Zoe Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 230
Shama Kafar Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 233
Gilman A. Hill	9-30-94	10-7-94	Book 99 O&G Page 236
Shama Kafar Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 239
Shama Kafar Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 242
Gilman A. Hill	9-30-94	10-7-94	Book 99 O&G Page 246
Shama Zoe Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 250
Shama Kafar Limited Partnership	9-30-94	10-7-94	Book 99 O&G Page 255
Gilman A. Hill	9-30-94	10-7-94	Book 99 O&G Page 248
Gilman A. Hill	9-30-94	10-7-94	Book 99 O&G Page 261
Shama Zoe Limited Partnership	10-17-94	11-1-94	Book 99 O&G Page 472
Spirit Life	10-13-94	11-1-94	Book 99 O&G Page 480
Spirit Life	10-13-94	11-1-94	Book 99 O&G Page 483

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill, individually, as General Partner of Shama Kafar Limited Partnership, and as General Partner of Shama Zoe Limited Partnership this 9th day of June, 1995.

My Commission expires: 11-21-98

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

Notary Public
JoAnn Sarver
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Craig S. Hill, as President of Spirit Life this 9th day of June, 1995.

My Commission expires: 11-21-98

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

Notary Public
JoAnn Sarver
Address: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

604

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 MAY 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W 97280

Lease Effective Date
(Anniversary Date)
January 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Plains Petroleum Operating Company
   Street P. O. Box 281306
   City, State, ZIP Code Lakewood, Colorado 80228

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th PM Wy					
Section 21: All					
Section 28: All					
Section 29: E/2, S/2SW/4					
Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2					
Sublette County, Wyoming					
William A. Hudson, II	50.000%	33.3333%	16.6667%	NONE	NONE
Edward R. Hudson, Jr.	50.0000%	33.3334%	16.6666%	NONE	NONE

Subject to the terms of the Golden Gate Unit & Unit Operating Agreement

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 26 1995
BUREAU OF LAND MANAGEMENT

ORIGINAL

RECORDED June 30 1995 11:00 AM
IN BOOK 101 PAGE 604
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

252786

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 1 1995

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

By Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JUN 06 1995
(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.

STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May 1995.

Virginia Clarke
Notary Public State of Texas
Virginia Clarke

My Commission Expires:
7/31/96

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 20 1995
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 16 day of May, 19 95

Name of Assignor as shown on current lease: Edward R. Hudson Jr. & William A. Hudson II (Please type or print)

Assignor: Edward R. Hudson (Signature)

or

Attorney-in-fact: William A. Hudson II (Signature)

616 Texas Street
(Assignor's Address)

Ft. Worth, TX 76102
(City) (State) (Zip Code)

Executed this 24th day of May, 19 95

Assignee: Plains Petroleum Operating Company

& R. W. Wagner, Vice President (Signature)

Attorney-in-fact (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1994-673-004/01053

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 MAY 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

W 97280

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street: Plains Petroleum Operating Company
   City, State, ZIP Code: P. O. Box 281306
   Lakewood, Colordao 80228

252787

RECORDED June 30, 1995 11:00 AM
IN BOOK 101 PAGE 1-4
FEES 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy

*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	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th PM Wy Section 21: All Section 28: W/2, NE/4, W/2SE/4 Section 29: E/2, S/2SW/4 Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2	30.0000%	13.3333%	16.6667%	1.1333%*	None
Township 28 North, Range 109 West, 6th PM Wy Section 28: E/2SE/4 Sublette County, Wyoming	30.0000%	13.3333%	16.6667%	0.9999%**	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.

* This 1.1333% Overriding Royalty Interest shall be borne solely by the interest assigned to Plains Petroleum Operating Company in this Assignment and is payable to Assignor in the amount of 1.1333% of 8/8ths or 8.5% of 13.3333% assigned herein.

** This 0.9999% overriding royalty interest shall be borne solely by the interest assigned to Plains Petroleum Operating Company in this Assignment and is payable to Assignor in the amount of 0.9999% of 8/8ths or 7.5% of the 13.3333% assigned herein.

Subject to the terms of the Golden Gate Unit & Unit Operating Agreement

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 20 1995
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective JUN 1 1995

By Phyllis A Stora (Authorized Officer)

LAND LAW EXAMINER (Title)

JUN 06 1995 (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 TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William A. Hudson II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May 1995.

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

Virginia Clarke
Notary Public State of Texas
Virginia Clarke

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

My Commission Expires
7/31/96

JUN 20 1995
BUREAU OF LAND MANAGEMENT

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 law 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 o 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 Stat 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 i 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 leasin 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 51,20 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 Grou 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 maintai 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 16 day of May, 19 95

Name of Transferor William A. Hudson II
Please type or print

Transferor William A. Hudson II
(Signature)

or

Attorney-in-fact
(Signature)

616 Texas Street
(Transferor's Address)

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

Executed this 24th day of May, 19 95

Plains Petroleum Operating Company

Transferee R. W. Wagner, Vice President
(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, a 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 La Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwo 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 wi its jurisdiction.

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

607

608

Form 3000-3a
(November 1990)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 MAY 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

W 97280

252788

Type or print plainly in ink and sign in ink.

RECORDED June 30, 1995 11:00 AM
IN BOOK 101 PAGE 608
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Cathy Sutton

PART A: TRANSFER

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

Plains Petroleum Operating Company
P. O. Box 281306
Lakewood, Colorado 80228

*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 (a)	Percent of Interest: Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests: Reserved (e)	Previously reserved or conveyed (f)
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
Township 28 North, Range 109 West, 6th PM Wy Section 21: All Section 28: W/2, NE/4, W/2SE/4 Section 29: E/2, S/2SW/4 Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2	13.3334%	13.3334%	None	1.1333%*	None
Township 28 North, Range 109 West 6th PM Wy Section 28: E/2SE/4 Sublette County, Wyoming	13.3334%	13.3334%	None	1.0000%**	None

* This 1.1333% Overriding Royalty Interest shall be borne solely by the interest assigned to Plains Petroleum Operating Company in this Assignment and is payable to Assignor in the amount of 1.1333% of 8/8ths or 8.5% of 13.3334% assigned herein.

**This 1.0000% overriding royalty interest shall be borne solely by the interest assigned to Plains Petroleum Operating Company in this Assignment and is payable to Assignor in the amount of 1.0000% of 8/8ths or 7.5% of the 13.3334% assigned herein.
Subject to the terms of the Golden Gate Unit & Operating Agreement

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 2[illegible] 1995
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective JUN 1 1995

By Phyllis A Stone (Authorized Officer)
LAND LAW EXAMINER (Title)
JUN 06 1995 (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 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 2nd day of May 1995.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 20 1995
BUREAU OF LAND MANAGEMENT

Notary Public State of Texas
Virginia Clarke

My Commission Expires:
7/31/96

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The 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 2nd day of May, 19 95

Name of Transferor: Javelina Partners
(Please type or print)

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

616 Texas
(Transferor's Address)

Ft. Worth, TX 76102
(City) (State) (Zip Code)

Executed this 24th day of May, 19 95

Plains Petroleum Operating Company

Transferee or Attorney-in-fact: R. W. Wagner, Vice President
(Signature)

BURDEN HOURS STATEMENT

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

Title 18 U.S.C. Sec. 1001 makes it a crime for any pe[illegible] knowingly and willfully to make to any Department or age[illegible] of the United States any false, fictitious or fraudulent statements or representations as to any matter withi[illegible] jurisdiction.

610

ASSIGNMENT OF INTEREST

KNOW ALL PERSONS BY THESE PRESENTS, that Nancy Espenscheid and Betty Louise Fear, as sole remaining Trustees of the Testamentary Trust of Joseph L. Budd under Will dated December 17, 1984, "Grantors", do hereby transfer and assign unto Nancy Espenscheid, of P.O. Box 748, Big Piney, Wyoming 83113; Betty Louise Fear, of P.O. Box 4177, Marbleton, Wyoming 83113; and Mary Flitner, of Shell Route, Greybull, Wyoming 82426, "Grantees", in undivided equal shares, all of the Grantors' right, title and interest in and to the oil, gas, and mineral estate, and leases thereof, of the Tip Top Unit B TR 55, and covering the following described real property located in Sublette County, Wyoming, to-wit:

> All of Tract 48 of Resurvey Township 28 North, Range 113 West, 6th P.M., dated July 17, 1936, less most easterly 40 acres,

including, by way of illustration and not limitation, that certain .0089286 royalty interest.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Interest this 26 day of June, 1995.

Nancy Espenscheid
NANCY ESPENSCHEID, as Trustee
of the Testamentary Trust of
Joseph L. Budd under Will Dated
December 17, 1984

Betty Louise Fear
BETTY LOUISE FEAR, as Trustee
of the Testamentary Trust of
Joseph L. Budd under Will Dated
December 17, 1984

252826

RECORDED July 5 1995 950 AM
IN BOOK 191 Oth 61 PAGE 610
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 26 day of June, 1995, by Nancy Espenscheid, as Trustee of the Testamentary Trust of Joseph L. Budd under Will dated December 17, 1984.

WITNESS my hand and official seal.

Barbara Henry
Notary Public

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

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 26 day of June, 1995, by Betty Louise Fear, as Trustee of the Testamentary Trust of Joseph L. Budd under Will dated December 17, 1984.

WITNESS my hand and official seal.

Barbara Henry
Notary Public

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

[redacted]

Gall

612

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-130840

Lease Effective Date
(Anniversary Date)
November 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

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

252886

RECORDED July 10 1995 1:50 PM
IN BOOK 101 PAGE 612
FEES 10.00
SUBLETTE COUNTY CLERK
BY Cathy Seaton

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 34 N, R 110 W Sec. 7: LOTS 1-2, NE4, E2NW4 Sec. 8: S2N2 Sec. 17: N2N2 Sec. 18: E2 Sec. 20: ALL Sec. 21: W2 Sec. 29: NE4, N2NW Containing 2,143.31 acres Subject to attached reassignment rider	100%	100%	None	5.0% of 8/8	None

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 01 1994

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

By /s/ PHYLLIS A. STONE
(Authorized Officer)

LAND LAW EXAMINER
(Title)

FEB 17 1995
(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 24th day of May, 19 94

Name of Assignor as shown on current lease Gregor Klunfeld
(Please type or print)

Assignor _____
(Signature)

or

Attorney-in-fact _____
(Signature)

853 Broadway, Suite 1020
(Assignor's Address)

New York NY 10003
(City) (State) (Zip Code)

Executed this 6 day of June, 19 94

Shama Zoe Limited Partnership

Assignee _____
(Signature)

or

~~Attorney-in-fact~~ Gilman A. Hill
(Signature)

Gilman A. Hill
General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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*U.S. Government Printing Office: 1991 — 573-016/26062

REASSIGNMENT RIDER
OF LEASE SERIAL NO. WYW-130840

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 February 1, 1999 or Assignee will reassign the lease to Assignor, in its entirety, unencumbered by Assignee.

Signed for identification

By _____
Gregor Kiurt[illegible]d

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW135140

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 _____

252887

RECORDED July 10, 1995 1:50 pM
IN BOOK 101 Misc PAGE 615
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0300N		R 111OW	06th	Meridian	WY	State Sublette	County	
	sec 004	LOTS 4;						
	005	LOTS 1;						
0310N		111OW	06th		WY			
	sec 002	SWSW;						
	011	NWNW;						
	013	SWSW;						
	015	SESE;						
	022	NENE;						
	023	NWNW;						
	032	SESE;						
	033	SWSW;						

Total acres in lease 400.030
Rental retained $ 601.50

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and forma. 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) MAR 17 1995 (Date)

EFFECTIVE DATE OF LEASE APR 01 1995

(Continued on reverse)

FOR LESSEE

615

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.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136332

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

1. Name: Shama Zoe Ltd
   Street: 6400 S Fiddlers Grn#1977
   City, State, Zip Code: Englewood, CO 80111

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

252888

RECORDED July 10 1995 1:30p M
IN BOOK 101 R&B PAGE 617
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029ON R. 111OW 06th Meridian WY State Sublette County

sec. 010 LOTS 1;
010 W2NE,SENE,W2 SE;
011 LOTS 1;
011 E2 NENW,S2NW,SW;
014 ALL;
015 E2;
022 E2;

Total acres in lease 2559.440
Rental retained $ 3840 00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Land Law Examiner (Title) APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

617

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 practice; 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 obligations 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. WYW130235

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

1. Name: Shama Zoe Ltd
   Street: 6400 Fdlrs Grn 1977
   City, State, Zip Code: Englewood. CO 80111

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: Fed Aviation Administration Unit/Project Big Piney Airport
   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

252889
052889

RECORDED July 10, 1995 1:30 P M
IN BOOK 101 Misc PAGE 619
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030ON R. 111OW 06th Meridian WY State Sublette County

Sec.	007	SESW;
	019	N2NE;
	020	NWNW;

Total acres in lease 160.000
Rental retained $ 240.00

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)
APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

619

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), and 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 practice 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 obligations 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. WYW1[illegible]

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

1. Name: Shama Zoe Ltd
Street: 7128 S Poplar Ln
City, State, Zip Code: Englewood CO 801121635

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

252890

RECORDED July 10 1995 1:50 PM
IN BOOK 101 MISC PAGE 621
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 025ON R. 110W 06th Meridian WY State Sublette County

sec 007 LOTS 4;
017 W2E2,W2;
018 LOTS 1-4;
018 E2,E2W2;
020 W2E2,NW,N2SW NESE;

Total acres in lease 1549.30
Rental retained $ 2325.00

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 Joan Meeby
(Signing Officer)

Land Law Examiner
(Title)

JUN 2 2 1995
(Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

FOR LESSEE

(Continued on reverse)

(621

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.

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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.

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW136831

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

1. Name Shama Zoe Ltd
   Street 7128 S Poplar Ln
   City, State, Zip Code Englewood CO 801121635

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

252891

RECORDED October 10, 1995 1:30 PM
IN BOOK 101 PAGE 623
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035ON R. 111OW 06th Meridian WY State Sublette County

sec 001 LOTS 1-4;
001 S2N2,S2;
002 LOTS 1-4,
002 S2N2,S2;
011 ALL;
012 N2 E2SE;

Total acres in lease 2316.44
Rental retained $ 3475

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 Muby
(Signing Officer)

Land Law Examiner
(Title)

JUN 22 1995
(Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

623

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 overlying coal deposits (200,000 acres may be in options) or 300,000 acres 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 [illegible] 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 to lessee 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 practice; and take measures necessary to protect the health and safety of the public.

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

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

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

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

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

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

Form 3100-11b
(October 1992)

[redacted]

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

Serial No. [redacted]6213

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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 ____

252912

RECORDED July 12 1995 8:45 AM
IN BOOK 101 PAGE 625
FEES 22.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 034 0N R. 112 0W 06th Meridian WY State Sublette County

Sec 032 ALL;
035 ALL;

Total acres in lease 1280.000
Rental retained $ [illegible]

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)

Land Law Examiner (Title)

APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

625

626

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 or any reduction 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 1st day of May, 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;
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as specified in regulations at the time this lease is issued.

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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.

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted] 43

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.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

ACKNOWLEDGMENT

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted]6343

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW136343

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);

630

WYW136343

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) entire lease;

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.)

[redacted] [redacted] [redacted]

WYW136343

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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.)

WYW136343

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within the Aspen Ridge Stone Circle cultural resource site will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) Sec 32: S2;

For the purpose of:

(3) protecting sensitive Native American cultural resource site.

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.)

[redacted] [redacted] [redacted]

WYW136343

NOTICE TO LESSEE

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

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

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

634

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136345

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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

252913

RECORDED July 12, 19 95 8:45 AM
IN BOOK M 046 PAGE 634
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035.0N R. 112.0W 06th Meridian WY State Sublette County

sec. 004 LOTS 1-4;
004 S2N2,S2;
005 LOTS 1-4;
005 S2N2 S2;
006 LOTS 1 2 6;
006 S2NE,N2SW,SESE;
008 N2NE,SENE;
009 N2 NESE;

Total acres in lease 2076.150
Rental retained $ 2115.00

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)

APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that offeror is a citizen of the United States; an association of citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; that 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, 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 1st day of May, 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.

WYW126345

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 fo the same lands.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

ACKNOWLEDGMENT

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

WW156345

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 user 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

WYW136345

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);

[redacted] [redacted] [redacted]

WYW136345

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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.)

WYW156345

NOTICE TO LESSEE

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

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

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

Form 3106-11b – [redacted]
(October 1992)

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

Serial No. [redacted]-136346

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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

252914

RECORDED July 12 1995 8:45 AM
IN BOOK 104 O & G PAGE 641
FEES 18.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035.0N R. 112.0W 06th Meridian WY State Sublette County

sec. 007 LOTS 4;
007 SE¼NE¼,S2SE¼;
018 LOTS 1-4;
018 E2,E2W2;
019 LOTS 1-4;
019 E2,E2W2;
030 LOTS 1-4;
030 E2,E2W2;
031 LOTS 1,2;
031 N2NE¼,NE¼NW¼;

Total acres in lease 2213.970
Rental retained $ 553.00

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)

APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

641

642

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, 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 12 day of May, 19 95

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

MMS 146346

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 date for the same lands.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:

August 31, 1996

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

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WYW136346

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

The intent of this notice is to inform interested pa ties (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

[redacted] [redacted] [redacted]

WYW136346

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);

WYW136346

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] WYW[redacted]6346

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136347

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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

252915

RECORDED July 12 1995 8:45 AM
IN BOOK 101 M&G PAGE 648
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 025.0N R. 113.0W 06th Meridian WY State Sublette County

sec 008 S2SW,SWSE;
017 ALL;
020 E2,NWNW;
021 ALL;

Total acres in lease 1760.000
Rental retained $ 1760.00

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) APR 24 1995
Land Law Examiner (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995 (Date)

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned ce[redacted]) offeror is a citize[redacted]the United States; an associatio[redacted]ers, a municipality; or a corporation organized under t[redacted]e United States or of any State or Territory there[redacted]ties holding an int[redacted] in the offer are in compliance with [redacted] 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the sam[redacted] 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 300,000 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 [redacted]ning 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 [redacted]d 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 cons[redacted]s 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 th[redacted]ffer 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 w[redacted]thdrawal 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 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 15 day of MAY, 19 95

[redacted]

(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.

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

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

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

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

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WYW136347

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.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

WYW 76347

LEASE NOTICE NO. 1

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

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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).

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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

WYW136347

SPECIAL LEASE NOTICE

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

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SPECIES: Astragalus drabelliformis (bastard draba milkvetch);

[redacted] [redacted] [redacted]

WYW156347

NOTICE TO LESSEE

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

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

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

654

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136918

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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 _____

252916

RECORDED July 19 1995 8:45AM
IN BOOK 101 MISC PAGE 654
FEES 20.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035ON R. 112W 06th Meridian WY State Sublette County

sec. 013 SE¼,SWSE;
022 S2NE,S2;
023 NENE,S2NE,S2;
024 N½,NWSW,SE;

Total acres in lease 1440.000
Rental retained $ ~~2160.00~~

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) APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that offeror is a citizen of the United States; an association [redacted] or a municipality; or a corporation organized under the [redacted] United States or of any State or Territory thereof; (b) all parties holding an interest in the offer are in compliance with 43 CFR 3102 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 qualification 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 12th day of MAY, 19 95

[redacted]

(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.

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WYW136348

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.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

WYE136348

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

WYW136348

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);

[redacted] [redacted] [redacted]

WYW136348

TIMING LIMITATION STIPULATION - TLS

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

(1) Nov 15 to Apr 30;

On the lands described below:

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

For the purpose of (reasons):

(3) protecting big game crucial winter range.

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

WYW136348

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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.)

[redacted] [redacted] [redacted]

WYW136348

NOTICE TO LESSEE

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

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

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

(6/91)

662

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [illegible]

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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

252917

RECORDED July 12 1995 8:45 AM
IN BOOK 10 MISC PAGE 662
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035N R. 112W 6th Meridian WY State Sublette County

Sec. 025 NE SW W2SE;
026 ALL;
027 ALL;
034 N2N2;
035 N2 E2SW SE;

Total acres in lease 2500.000
Rental retained $ _____

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Mary J. Rugwell (Signing Officer)

Land Law Examiner (Title)

APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of 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 3000 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lease 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 12 day of May, 19 95

(Signature of Lessee or Attorney in fact)

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(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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(c) Other, see attachment; or
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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.

WYW136349

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.

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

ACKNOWLEDGMENT

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted] MMM 0349

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

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WYW136349

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 r quire that further localized surveys be performed to assure no threate ed, 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);

WYW136349

TIMING LIMITATION STIPULATION - TLS

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

(1) Nov 15 to Apr 30;

On the lands described below:

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

For the purpose of (reasons):

(3) protecting big game crucial winter range.

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

WYW136349

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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.)

[redacted] [redacted] [redacted] NM 76349

NOTICE TO LESSEE

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

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

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

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136350

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

1. Name: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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

252918

RECORDED July 12 1995 8:45 AM
IN BOOK 101 MG PAGE 670
FEES 18.00 Mary A. Gray COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 035ON R. 112OW 06th Meridian WY State Sublette County

sec. 028 S2;
029 S2;
032 E2,E2W2,NWNW;
033 NE,NENW,S2NW,S2;

Total acres in lease 1760.000 ~~2610.00~~
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 _____ (Signing Officer)

Land Law Examiner (Title)

APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

[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 1st day of May, 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.

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[illegible]6350

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.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

LEASE NOTICE NO. 1

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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).

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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

WYW136350

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);

[redacted] [redacted] [redacted] WTW136350

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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.)

MMS 56350

NOTICE TO LESSEE

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

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

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

Form 3100-11b
(October 1992)

[redacted]

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

Serial No [redacted]6858

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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 _____

252919

RECORDED July 12 1995 8:45 AM
IN BOOK 101 PAGE 677
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036N R. 113W 06th Meridian WY State Sublette County

036N	002	LOTS 1-4;
	002	S2N2,S2;
	010	S2;
	011	ALL;

Total acres in lease 1575.200
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. Kruswell (Signing Officer)

Lands Law Examiner (Title)

APR 24 1995 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

(027

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 1st day of MAY, 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.

[redacted] [redacted] WYW136358

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.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:

August 31, 1996

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

WYW136358

LEASE NOTICE NO. 1

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

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

1. Slopes in excess of 25 percent.

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

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

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

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

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

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

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

WYW136358

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);

WYW136358

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) May 1 to Jun 30;

On the lands described below:

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

For the purpose of (reasons):

(3) protecting big game parturition areas.

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.)

[redacted] [redacted] [redacted] NM 136358

NOTICE TO LESSEE

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

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

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

684

Form 3105-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136359

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: Mountain States Fuels Inc
   Street: 621 17th St #1135
   City, State, Zip Code: Denver, CO 80293

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

252920

RECORDED July 12 1995 8:45 AM
IN BOOK 101 PAGE 684
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036ON R. 113OW 06th Meridian WY State Subletto County
sec. 014: E2;
023: ALL;
026: ALL;

Total acres in lease 1600.000
Rental retained $ ~~2400.00~~

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. Kilgwell (Signing Officer)
Land Law Examiner (Title)
APR 24 1995 (Date)
EFFECTIVE DATE OF LEASE MAY 01 1995

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in 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, [illegible] 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 15th day of May, 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.

WWL-00379-1

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.

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 1st day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric McGlone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Mountain States Fuels, Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 1996

KAREN A. ARMBRUST NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] LEASE [redacted]E NO. 1 [redacted]

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

WYW136359

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);

[redacted] [redacted] [redacted] WYW136359

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

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.)

NOTICE TO LESSEE

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

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

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

[redacted] [redacted] [redacted]

PARTIAL RELEASE

THIS PARTIAL RELEASE dated as of June 1, 1995, is from NATIONSBANK OF TEXAS, N.A. ("NATIONS"), as Collateral Agent for NATIONS, Colorado National Bank, a national banking association, f/k/a Central Bank National Association and Union Bank ("Collateral Agent"), 370 17th Street, Suite 3250, Denver, Colorado 80202-6969, to BASIN EXPLORATION, INC., a Delaware corporation ("BEI"), (the successor by merger to Basin Exploration, Inc., a Colorado corporation, Taxpayer I.D. No. 84-1143307, and to Basin Operating Company, a Colorado corporation, Taxpayer I.D. No. 84-0883638), and BASIN GAS LTD., a Colorado limited partnership (the "Partnership"), Taxpayer I.D. No. 84-1238956, all with an address at 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202. BEI and the Partnership are herein collectively called "Mortgagors."

RECITALS

A. Mortgagors (and/or the predecessors of Mortgagors) executed and delivered to Collateral Agent (and/or the predecessors of Collateral Agent) a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of November 21, 1991, and various amendments thereto (collectively, the "Mortgage"), which instruments were filed and recorded as described in Schedule I attached hereto and made a part hereof.

B. Mortgagors and Collateral Agent desire that the Mortgage be partially released INSOFAR AND ONLY INSOFAR as it covers and relates to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof, together with the related accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other real and personal property covered by the Mortgage INSOFAR AND ONLY INSOFAR as they cover and relate to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof.

PARTIAL RELEASE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent does hereby remise, release and forever quitclaim to Mortgagors, their successors and assigns, all of the right, title and interest which Collateral Agent may have under the Mortgage INSOFAR AND ONLY INSOFAR as it covers and relates to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof, together with related accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other real and personal property covered by the Mortgage INSOFAR AND ONLY INSOFAR as they cover and relate to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof. Except as specifically released hereby, the Mortgage shall remain in full force and effect and shall continue to cover, without limitation, the other oil and gas properties covered thereby.

252925

RECORDED July 12 1995 11:30a M
IN BOOK 101 916 PAGE 691
FEES 14.00
SUBLET COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

Executed as of the date first above written.

NATIONSBANK OF TEXAS, N.A. AS COLLATERAL AGENT ON BEHALF OF NATIONSBANK OF TEXAS, N.A., COLORADO NATIONAL BANK f/k/a CENTRAL BANK NATIONAL ASSOCIATION AND UNION BANK

Assistant Secretary

By: _____
Vice President

STATE OF)
) ss.
CITY OF)

The foregoing instrument was acknowledged before me this 29th day of June, 1995, by Michele L. Jones, the Vice President of NATIONSBANK OF TEXAS, N.A. AS COLLATERAL AGENT ON BEHALF OF NATIONSBANK OF TEXAS, N.A., COLORADO NATIONAL BANK f/k/a CENTRAL BANK NATIONAL ASSOCIATION AND UNION BANK, on behalf of said national banking association, acting in such capacity. Witness my hand and official seal.

_____
Notary Public

JOAN M. FLOOD
Notary Public, State of Texas
My Commission Expires 5-23-98

My Commission Expires: _____

[redacted] [redacted] [redacted]

SCHEDULE I

1. The Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Boulder	11/25/91	#01144654	F1703
Colorado	Weld	11/25/91	1318 Rec.	02270171

2. The First Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Boulder	05/27/92	#01187401	F1735
Colorado	Weld	05/27/92	1337 Rec.	02289238

3. The Second Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Boulder	04/05/93	#01279826	F1811
Colorado	Weld	04/05/93	1376 Rec.	02327580

4. The Third Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Weld	08/06/93	1396 Rec.	02345199

5. The Fourth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Boulder	10/07/93	#01345805	F1886
Colorado	Weld	10/07/93	1405 Rec.	02353631

Exhibit "A"
Part I

Well Name	ST	County	Spot	Sec	TWN	RGE		Formation Limitation
STATE Y 33-36	WY	SUBLETTE	NWSE	36	27N	112W		Surface to 9,663 ft.

Note: Where the column indicates "wellbore only", then, with respect to the leases listed in Exhibit "A" Part II under the same well name, the description in this Exhibit "A" and the Partial Release to which it is attached are limited to the wellbore only of the well.

STATE Y 33-36

EXHIBIT "A" PART II

SUBLETTE COUNTY, WYOMING

BASIN'S LEASE #	LESSOR	LESSEE	LEASE DATE	TWP & RNG	SECTION	LOCATION	BOOK	PAGE
10122-00	ST OF WYOMING 66-15523	NAT NOVICK	10/02/66	27N-112W	36	SE/4, SURFACE TO 9,663 FT.	48	143

PARTIAL RELEASE

THIS PARTIAL RELEASE dated as of June 1, 1995, is from NATIONSBANK OF TEXAS, N.A. ("NATIONS"), as Collateral Agent for NATIONS, Colorado National Bank, a national banking association, f/k/a Central Bank National Association and Union Bank ("Collateral Agent"), 370 17th Street, Suite 3250, Denver, Colorado 80202-6969, to BASIN EXPLORATION, INC., a Delaware corporation ("BEI"), (the successor by merger to Basin Exploration, Inc., a Colorado corporation, Taxpayer I.D. No. 84-1143307, and to Basin Operating Company, a Colorado corporation, Taxpayer I.D. No. 84-0883638), and BASIN GAS LTD., a Colorado limited partnership (the "Partnership"), Taxpayer I.D. No. 84-1238956, all with an address at 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202. BEI and the Partnership are herein collectively called "Mortgagors."

RECITALS

A. Mortgagors (and/or the predecessors of Mortgagors) executed and delivered to Collateral Agent (and/or the predecessors of Collateral Agent) a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of September 26, 1991, and various amendments thereto (collectively, the "Mortgage"), which instruments were filed and recorded as described in Schedule I attached hereto and made a part hereof.

B. Mortgagors and Collateral Agent desire that the Mortgage be partially released INSOFAR AND ONLY INSOFAR as it covers and relates to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof, together with the related accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other real and personal property covered by the Mortgage INSOFAR AND ONLY INSOFAR as they cover and relate to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof.

PARTIAL RELEASE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent does hereby remise, release and forever quitclaim to Mortgagors, their successors and assigns, all of the right, title and interest which Collateral Agent may have under the Mortgage INSOFAR AND ONLY INSOFAR as it covers and relates to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof, together with related accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other real and personal property covered by the Mortgage INSOFAR AND ONLY INSOFAR as they cover and relate to the oil and gas properties described on Exhibit "A" attached hereto and made a part hereof. Except as specifically released hereby, the Mortgage shall remain in full force and effect and shall continue to cover, without limitation, the other oil and gas properties covered thereby.

252926

RECORDED July 12, 1995 11:30AM
IN BOOK 101 PAGE 696
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

Executed as of the date first above written.

NATIONSBANK OF TEXAS, N.A. AS COLLATERAL AGENT ON BEHALF OF NATIONSBANK OF TEXAS, N.A., COLORADO NATIONAL BANK f/k/a CENTRAL BANK NATIONAL ASSOCIATION AND UNION BANK

ATTEST:

Assistant Secretary

By: Michele L. Jones
Vice President

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of June, 1995, by Michele L. Jones, the Vice President of NATIONSBANK OF TEXAS, N.A. AS COLLATERAL AGENT ON BEHALF OF NATIONSBANK OF TEXAS, N.A., COLORADO NATIONAL BANK f/k/a CENTRAL BANK NATIONAL ASSOCIATION AND UNION BANK, on behalf of said national banking association, acting in such capacity. Witness my hand and official seal.

Joan M. Flood
Notary Public

JOAN M. FLOOD
Notary Public, State of Texas
My Commission Expires 5-23-98

My Commission Expires:

SCHEDULE I

1. The Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	09/27/91	3820	278
Colorado	Weld	09/27/91	1312 Rec.	02264509
			0181 Rec.	U0243084

2. The First Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	11/25/91	3840	97
Colorado	Weld	11/25/91	1318 Rec.	02270172

3. The Second Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	02/04/92	3862	583
Colorado	Weld	02/05/92	1325 Rec.	02277261
Montana	Toole	04/14/92	64 Mtgs.	354

4. The Third Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	06/01/92	3909	715
Colorado	Weld	05/27/95	1337 Rec.	02289239
Montana	Toole	06/15/92	64 Mtgs.	388

5. The Fourth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	12/28/92	4004	395
Colorado	Weld	12/28/92	1364 Rec.	02315878
Montana	Toole	12/28/92	64 Mtgs.	479

6. The Fifth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	02/12/93	4025	838
Colorado	Weld	02/11/93	1370 Rec.	02321555
			0186 Rec.	U0250011

7. The Sixth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	04/05/93	4047	948
Colorado	Weld	04/05/93	1376 Rec.	02327581
Montana	Toole	04/15/93	64 Mtgs.	531

8. The Seventh Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	08/06/93	4126	839
Colorado	Weld	08/06/93	1396 Rec.	02345200
Wyoming	Sublette	08/10/93	93 O&G	148

9. The Eighth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

			Recording Data	
State	County	Filing Date	Book	Page
Colorado	Adams	10/12/93	4167	970
Colorado	Weld	10/07/93	1405 Rec.	02353630
Montana	Toole	10/08/93	64 Mtgs.	621
Wyoming	Sublette	10/08/93	93 O&G	708

10. The Ninth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing was filed and recorded as follows:

			Recording Data	
State	County	Filing Date	Book	Page
Colorado	Adams	10/29/93	4180	49
Colorado	Mesa	11/01/93	2020	527
Colorado	Weld	10/29/93	1409 Rec.	02357263
Montana	Toole	11/08/93	64 Mtgs.	640
N. Dakota	Billings	11/01/93	78 Mtgs.	549
Wyoming	Fremont	11/01/93	586	139
Wyoming	Sublette	11/09/93	94 O&G	439

Exhibit "A"
Part I

Well Name	ST	County	Spot	Sec	TWN	RGE		Formation Limitation
STATE Y 33-36	WY	SUBLETTE	NWSE	36	27N	112W		Surface to 9,663 ft.

Note: Where the column indicates "wellbore only", then, with respect to the leases listed in Exhibit "A" Part II under the same well name, the description in this Exhibit "A" and the Partial Release to which it is attached are limited to the wellbore only of the well.

STATE Y 33-36

EXHIBIT "A" PART II

SUBLETTE COUNTY, WYOMING

BASIN'S LEASE #	LESSOR	LESSEE	LEASE DATE	TWP & RNG	SECTION	LOCATION	BOOK	PAGE
10122-00	ST OF WYOMING 66-15523	NAT NOVICK	10/02/66	27N-112W	36	SE/4, SURFACE TO 9,663 FT.	48	143

[redacted] [redacted] [redacted]

RELEASE

WHEREAS, reference is made to that certain Deed of Trust, Mortgage, Security Agreement, Fixture Filing and Financing Statement (the "Mortgage"), dated June 1, 1994, executed by Texas Gas Fund I ("Mortgagor") in favor of Philip F. Kurpiewski, as Trustee, for the benefit of Den norske Bank AS ("Lender") which Mortgage is recorded as shown on Schedule I attached hereto; and

WHEREAS, the undersigned has received consideration from Mortgagor and desires to release the liens and security interests it holds pursuant to the Mortgage.

NOW, THEREFORE, for a good and valuable consideration, Lender, the holder of the indebtedness secured by the Mortgage, does hereby RELEASE, REMISE, QUITCLAIM and DISCHARGE unto Mortgagor, its successors and assigns, all rights, titles, liens, estates, security interests and other interests granted to or held by it under and pursuant to the Mortgage. Lender does hereby further extinguish and release to Mortgagor any right to production or proceeds of production assigned to it or otherwise created in its favor in the Mortgage.

This Release is executed in multiple counterparts, all of which are identical, except that, with respect to certain counterparts hereof being recorded in Oklahoma or Wyoming, may have a copy of portions of Exhibit A to the Mortgage attached thereto for the convenience of the recorder. All of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this release is executed this 30th day of June, 1995.

DEN NORSKE BANK AS

By: _____
Name: Alfred C. Jones, III
Title: Senior Vice President and General Counsel

252964

RECORDED July 14 1995 1145A M
IN BOOK 101 PAGE 703
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By: _____
Name:
Title: Fran Meyers
Vice President

21224 00895 OIL&GAS 7248

STATE OF NEW YORK §
§
COUNTY OF QUEENS §

The foregoing instrument was acknowledged before me on this 30th day of June, 1995, by ALFRED C. JONES and FRAN MEYERS, the SR. VICE-PRESIDENT and VICE-PRESIDENT of Den norske Bank AS, a norweigen bank, on behalf of said bank.

ALBERTO CACEDA
Notary Public, State of New York
No. 01CA5023087
Qualified in Queens County
Commission Expires January 31, 1996

[SEAL]

NOTARY PUBLIC, State of New York

AFTER RECORDING RETURN TO:
DELISA VANCE
THOMPSON & KNIGHT
A PROFESSIONAL CORPORATION
1700 PACIFIC • SUITE 3300
DALLAS, TEXAS 75201-4693

SCHEDULE I

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Texas Gas Fund I to Den norske Bank AS.

Recording Jurisdiction	Recording Data
Eddy County, NM	Book 191, Page 539, filed 6/27/94
Dewey County, OK	Book 1011, Page 15, filed 6/13/94
Ellis County, OK	Book 573, Page 460, filed 6/13/94
Ector County, TX	Vol. 1186, Page 410, filed 6/13/94
Young County, TX	Vol. 205, Page 117, Deed of Trust Records, filed 6/13/94
Sublette County, WY	Book 97, Page 71, O&G Records, No. 246963, filed 6/14/94
Sweetwater County, WY	No. 1165595, Book 851, Page 1031, filed 6/13/94

706

RELEASE OF COLLATERAL ASSIGNMENT

WHEREAS, pursuant to that certain Collateral Assignment of Notes and Liens dated June 1, 1994 by TEXAS GAS FUND I, a Texas general partnership ("Assignor") in favor of DEN NORSKE BANK AS ("Assignee"), Assignor did pledge, assign, and transfer to Assignee certain property of Assignor in order to secure the payment of certain indebtedness owing by Assignor to Assignee;

WHEREAS, such indebtedness owing by Assignor to Assignee has been paid in full;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee, the legal and equitable owner and holder of the above described interests in the property of Assignor, does hereby RELEASE, QUITCLAIM, SURRENDER and DISCHARGE unto Assignor, its successors and assigns, all right, title and interest of Assignee in and to all property of Assignor, and hereby declares that all property of Assignor is fully released and discharged from all liens, security interests and other encumbrances in favor of Assignee.

IN WITNESS WHEREOF, this Release of Collateral Assignment is executed this 30th day of June, 1995.

DEN NORSKE BANK AS

By: _____
Name: Alfred C. Jones, III
Title: Senior Vice President and General Counsel

By: _____
Name: Fran Meyers
Title: Vice President

STATE OF NEW YORK §
§ SS.
COUNTY OF NEW YORK §

This instrument was acknowledged before me this 30th day of June, 1995 by ALFRED JONES, SENIOR VICE PRESIDENT of Den Norske Bank AS, a Norwegian bank, on behalf of said bank.

ALBERTO CACEDA
Notary Public, State of New York
No. 01CA5023087
Qualified in Queens County
Commission Expires January 31, 1996

_____
Notary Public, State of New York

My commission expires:

_____

STATE OF NEW YORK §
§ SS.
COUNTY OF NEW YORK §

This instrument was acknowledged before me this 30th day of June, 1995 by FRAN MEYERS, VICE PRESIDENT of Den Norske Bank AS, a Norwegian bank, on behalf of said bank.

ALBERTO CACEDA
Notary Public, State of New York
No. 01CA5023087
Qualified in Queens County
Commission Expires January 31, 1996

_____
Notary Public, State of New York

My commission expires:

21224 00895 CORP 85671

252968

RECORDED July 17 1995 9:40 A M
IN BOOK 111 OR PAGE 706
FEES 12.00
SUBLETTE COUNTY CLERK
Tracey L Fields

[redacted] [redacted] [redacted]

SCHEDULE TO RELEASE OF COLLATERAL ASSIGNMENT

The counterparts hereof being recorded in Kansas,Oklahoma or Wyoming may have attached an Exhibit A containing descriptions of the properties located in such jurisdiction for the convenience of the recorder.

The Collateral Assignment of Notes and Liens dated June 1, 1994 from Texas Gas Fund I to Den norske Bank AS was recorded as follows:

Recording Jurisdiction	Recording Data
Pawnee County, KS	Book M98, Page 839, O/G Records, filed 10/31/94
Richland County, MT	Book D13, Page 733, No. 472369, filed 6/13/94
Chaves County, NM	Liber 200, Page 876, filed 7/17/94
Eddy County, NM	Book 191, Page 532, filed 6/27/94
Lea County, NM	Mtg. Book 614, Page 166, filed 6/13/94
Alfalfa County, OK	Book 504, Page 721, filed 6/16/94
Beaver County, OK	Book 925, Page 722, filed 6/13/94
Blaine County, OK	Book 680, Page 241, filed 6/16/94
Caddo County, OK	Book 1893, Page 102, filed 6/15/94
Canadian County, OK	Book 1879, Page 529, filed 6/14/94
Carter County, OK	Book 1891, Page 257, filed 6/13/94
Cleveland County, OK	Book 2561, Page 575, filed 6/13/94
Custer County, OK	Book 923, Page 738, filed 6/13/94
Dewey County, OK	Book 1011, Page 1, filed 6/13/94
Ellis County, OK	Book 573, Page 451, filed 6/[illegible]/94
Garvin County, OK	Book 1390, Page 687, filed 6/17/94
Grady County, OK	Book 2702, Page 281, filed 6/17/94
Haskell County, OK	Book 522, Page 817, filed 6/24/94
Kingfisher County, OK	Book 1397, Page 175, filed 6/17/94
Major County, OK	Book 1359, Page 459, filed 6/17/94

McClain County, OK	Book 1376, Page 605, filed 6/16/94
Woods County, OK	Book 774, Page 535, filed 6/16/94
Woodward County, OK	Book 1407, Page 100, filed 6/16/94
Harding County, SD	Book 84O&G, Page 167, filed 6/20/94
Ector County, TX	Vol. 1186, Page 382, filed 6/13/94
Howard County, TX	Vol. 394, Page 111, filed 6/20/94
Irion County, TX	Vol. 106, Page 320, filed 6/13/94
Nolan County, TX	Book 297, Page 168, filed 6/16/94
Stephens County, TX	Vol. 1162, Page 142, filed 6/23/94
Sterling County, TX	Vol. 171, Page 509, Deed Records, filed 6/23/94
Throckmorton County, TX	Vol. 305, Page 900, filed 6/15/94
Yoakum County, TX	Vol. 125, Page 644, filed 6/16/94
Young County, TX	Vol. 797, Page 811, Deed Records, filed 6/13/94
Campbell County, WY	Book 1296, Page 566, Photos, filed 6/13/94
Sublette County, WY	Book 97, Page 66, O&G Records, No. 246904, filed 6/14/94
Lincoln County, WY	Book 353PR, Page 129, No. 785487, filed 6/24/94
Sweetwater County, WY	No. 1165594, Book 851, Page 10256, filed 6/13/94
Commissioner of Public Lands, New Mexico (Lease Nos. E-952, LG-6476, V-223)	Book 3, Misc. Inst. No. 3128, filed 6/23/94

EXHIBIT A

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

WI 1.00 NRI .875

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

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

Middle Piney 3-3 Well
Sublette County, Wyoming

ORRI .0500

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

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

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

WI 1.00 NRI .875

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

710 Rlsd. BK 126 OTG pg. 162 1-7-04

ASSIGNMENT OF NOTE AND LIENS

STATE OF WYOMING §
§ KNOW ALL BY THESE PRESENTS:
COUNTIES OF CAMPBELL, LINCOLN, §
SUBLETTE and SWEETWATER §

TEXAS GAS FUND I, a Texas general partnership, with its address at 1010 Milam Street, Houston, Texas 77002 (hereinafter called "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Assignor in hand paid by BANK ONE, TEXAS, N.A., a national banking association, the address of which is 1717 Main Street, Dallas, Texas 75201 (hereinafter called "Assignee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, TRANSFERRED and ASSIGNED, and does by these presents GRANT, TRANSFER and ASSIGN, unto Assignee, without recourse on or representation or warranty of any kind, whether express or implied, statutory or otherwise (except such warranty as is hereinafter set forth) by Assignor, the following:

1. That certain Promissory Note (the "Note"), dated June 1, 1994, in the original principal amount of Twenty Five Million and No/100 Dollars ($25,000,000.00) executed by National Energy Group, Inc. (the "Borrower"), payable to the order of Assignor.

2. All of Assignor's right, title and interest in, to and under that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated June 1, 1994, executed by Borrower, as Mortgagor, in favor of and for the use and benefit of Assignor, recorded as set forth on Schedule 1 attached hereto (the "Mortgage"); to the extent such Mortgage covers the properties set forth and described therein as so recorded and as described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Note, together and along with all rights, titles, interests, privileges, claims, demands and equities now or hereafter had by Assignor under the terms and provisions of the Note and the Mortgage unto Assignee, its successors and assigns forever. Assignor hereby covenants and warrants that Assignor is the owner and holder of the Note and Mortgage, and the indebtedness evidenced by the Note, and that the Note, the indebtedness evidenced thereby and the Mortgage are not presently assigned, mortgaged or hypothecated to any other party; that $5,562,173.71 in principal amount is still owing and unpaid on the Note; and that Assignor has the full right and authority to transfer and convey the Note, the indebtedness evidenced thereby and the Mortgage, and to execute this instrument. Other than stated herein, the assignment of the Note and the Mortgage is made without recourse or representation or warranty of any kind, whether express or implied, statutory or otherwise.

On reasonable request by Assignee from time to time hereafter, Assignor will execute such documents, including, but not limited to, Uniform Commercial Code statements of

252969

RECORDED July 17 1995 9:40 A.M.
IN BOOK 186 OTG PAGE 710
FEES 16.00 Mary L. Fields COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

[redacted] [redacted] [redacted]

assignment, as are necessary to effectuate the Assignment made by this Agreement, provided that the cost of preparation of such documentation, filing, etc. (including the fees and expenses of Assignor's counsel incurred in connection therewith) shall have been paid entirely by Borrower or Assignee.

IN TESTIMONY WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officers, effective as of the 30th day of June, 1995.

ASSIGNOR

TEXAS GAS FUND I,
a Texas general partnership

By: Tenneco Ventures Corporation,
its general partner

By: _____
Name: Peter Menikoff
Title: Executive Vice President

ATTEST:

_____
(Seal)

By: EnCap Investments 1993 Limited
Partnership, its general partner

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

By: _____
Name: D. Martin Phillips
Title: Managing Director

ATTEST:

N/A - Limited Liability Company
(Seal) has neither officers nor seals.

ASSIGNEE

BANK ONE, TEXAS, N.A.,
a national banking association, as agent

By: _____
Wm. Mark Crammer,
Assistant Vice President

ATTEST:

_____
(Seal)

STATE OF TEXAS §
§
COUNTY OF Harris §

THIS INSTRUMENT was acknowledged before me on June 30, 1995 by Peter Menikoff, EVP of Tenneco Venture Corporation, a Delaware corporation, on behalf of such corporation, in its capacity as general partner of Texas Gas Fund I.

Evelyn Allen
Notary Public in and for
The State of Texas

My Commission Expires:
7/7/98

Evelyn Allen
(Printed or typed name of Notary)

EVELYN ALLEN
Notary Public, State of Texas
Commission Expires: 07-07-98

STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on June 30, 1995 by D. M. Phillips, Managing Director of EnCap Investments L.C., a Texas limited liability company, on behalf of such company, in its capacity as general partner of EnCap Ventures 1993 Limited Partnership, in its capacity as general partner of Texas Gas Fund I.

Evelyn Allen
Notary Public in and for
The State of Texas

My Commission Expires:
7/7/98

Evelyn Allen
(Printed or typed name of Notary)

EVELYN ALLEN
Notary Public, State of Texas
Commission Expires: 07-07-98

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

THIS INSTRUMENT was acknowledged before me on June 30 1995 by Wm. Mark Crammer, Assistant Vice President of BANK ONE, TEXAS, N.A., a national banking association, on behalf of such association.

Notary Public in and for
The State of Texas

My Commission Expires:

4-18-96

JANIE EWANCO
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
4-18-96

(Printed or typed name of Notary)

E:\CORP\06706\49470\docs\WY-ASIG.NOT

713

SCHEDULE 1

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement filed in the following Wyoming jurisdictions:

Campbell County, WY	Bk. 1296, Pg. 528
Lincoln County, WY	Bk. 353PR, Pg. 91
Sublette County, WY	Bk. 97, Pg. 28
Sweetwater County, WY	Bk. 851, Pg. 986

EXHIBIT A

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

WI 1.00 NRI .875

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

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

Middle Piney 3-3 Well
Sublette County, Wyoming

ORRI .0500

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

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

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

WI 1.00 NRI .875

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

Effective 11-86
Form AL-2
(revised 7-92)

716

RETURN TO:
State Land and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 95-00119, effective April 2, 1995, described completely as follows:

Township 35 North, Range 111 West, 6th P.M.
Section 36: All

252973

RECORDED July 17, 1995 10:10A M
IN BOOK 104 of M PAGE 716
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

County Sublette Total Acres 640.00

****

ASSIGNOR, Northwestern Land & Oil Properties

with address at 1645 Court Place, Suite 205
Denver, Colorado 80202

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

Same as Lease Description

for good and valuable consideration, hereby assigns to:

(1) Snyder Oil Corporation, assignee, with address at:
1625 Broadway, Suite 2200; Denver, Colorado 80202, 100 percent
interest in the lease: -0- percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(totaling 100 percent of full leasehold interest), insofar as it covers the following described land:

Same as Assignor's described ownership

containing _____ acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: -0-

subject to: N/A

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

TO HAVE AND TO [redacted] unto assignee, its success[redacted]nd assigns, subject tot he[redacted] and conditions of [redacted]ease. The grants and res[redacted]ion in this assignment exte[redacted] any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 5th day of July, 1995

Northwestern Land & Oil Properties

Assignor - Lessee

J.M. Schuh

WITNESS:

By: Timothy R. Morris

Title TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado)
) ss.
County of Denver)

On this 5th day of July, 1995, before me personally appeared J.M. Schuh, sole proprietor of Northwestern Land & Oil Properties, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 5th day of July, 1995.

Robin D. Clark
Notary Public

ROBIN D. CLARK NOTARY PUBLIC STATE OF COLORADO

My Commission expires: 4/3/96

ACKNOWLEDGEMENT (For use by Corporation

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally know, who, being by me duly sworn, did say that he is the _____ of _____ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an _____ Individual _X_ Corporation

_____ General Partnership Other (Describe) _____

_____ Limited Partnership _____

Snyder Oil Corporation

_____
Assignee's Signature

1625 Broadway, Suite 2200
Assignee's Address

Denver, Colorado 80202

Date 7/5/95

Signature of all assignees is required

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: Snyder Oil Corporation

Address: 1625 Broadway, Suite 2200

Denver, Colorado 80202

Telephone: (303) 592-8500

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

_____

Telephone: _____

Accepted By: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

_____

Telephone: _____

Accepted By: _____

Effective 11-86
Form ML-2
(revised 7-92)

RETURN TO:
State Land and Farm Loan
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

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

OIL AND GAS LEASE SERIAL NUMBER 95-00117, effective April 2, 19 95, described completely as follows:

Township 35 North, Range 111 West, 6th P.M.
Section 16: All

252974

RECORDED July 17 1995 10:10 AM
IN BOOK 10 Misc PAGE 719
FEES 10.00 Mary L. Dalton COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

County Sublette Total Acres 640.00

****

ASSIGNOR, Northwestern Land & Oil Properties

with address at 1645 Court Place, Suite 205
Denver, Colorado 80202

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

Same as Lease Description

for good and valuable consideration, hereby assigns to:

(1) Snyder Oil Corporation, assignee, with address at:
1625 Broadway, Suite 2200; Denver, Colorado 80202, 100 percent
interest in the lease: -0- percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(totaling 100 percent of full leasehold interest), insofar as it covers the following described land:

Same as Assignor's described ownership

containing _____ acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: -0-

subject to: N/A

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

TO HAVE AND TO HOLD unto designee, its successors and assigns, subject tot he terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 5th day of July, 1995

Northwestern Land & Oil Properties

Assignor - Lessee

J.M. Schuh

WITNESS:

By: Timothy R. Morris

Title TIMOTHY R. MORRIS
ATTORNEY-IN-FACT

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO)
) ss.
County of DENVER)

On this 5th day of July, 1995, before me personally appeared J.M. Schuh, sole proprietor of Northwestern Land & Oil Properties, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 5th day of July, 1995.

Robin D. Clark

Notary Public

ROBIN D. CLARK NOTARY PUBLIC STATE OF COLORADO

My Commission expires: 4/3/96

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally know, who, being by me duly sworn, did say that he is the _____ of _____ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said ___ _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 19____.

Notary Public

My Commission expires: _____

Assignment approved by the Director, State Land and Farm Loan Office: _____

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. [redacted]

[redacted]

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for Qualification to transact business in the State of Wyoming have been effected, and approved by that office, Item 10, page 4.

Assignee is an _____ Individual _X_ Corporation

_____ General Partnership Other (Describe) _____

_____ Limited Partnership _____

Snyder Oil Corporation

Timothy R. M

Assignee's Signature TIMOTHY R. MORRIS ATTORNEY-IN-FACT

1625 Broadway, Suite 2200

Assignee's Address

Denver, Colorado 80202

Date 7/5/95

Signature of all assignees is required

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the State Land and Farm Loan Office, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: Snyder Oil Corporation

Address: 1625 Broadway, Suite 2200

Denver, Colorado 80202

Telephone: (303) 592-8500

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

To be completed by Assignor

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

722

ASSIGNMENT AND BILL OF SALE

STATE OF :
COUNTY OF :

THIS ASSIGNMENT AND BILL OF SALE, dated this 2nd day of June 1995, but effective as of 12:01 a.m. at the location of the properties on April 1, 1995, between #110 Willis Enterprises Corp., whose mailing address is 13101 Preston Rd Dallas, Tx. 75240, hereinafter referred to as "Assignor" and T.Y.L. Corp., whose mailing address is 1500 4 mile Ln. Canon City Co. 81212, hereinafter referred to as "Assignee".

Recitals

1. Assignor owns an interest in the oil and gas wells located on the leases and lands described on Exhibit A attached hereto and made part hereof (the "wells", "leases", and "lands", respectively).

2. Attached to exhibit A is a preamble to exhibit A which Preamble is specifically made a part hereof.

3. Assignor owns an interest in certain personal property and fixtures used in connection with the operation of the leases and wells (the "Equipment"), including, but not limited to, all lease equipment, tanks, and all other equipment, appurtenance, fixtures and property of every kind and character, movable or immovable, used in connection with operating the wells; the Equipment does not include any tools, vehicles or other equipment temporarily located on the well site.

4. Assignor's interest in the leases and wells is subject to the rights and obligations existing under all contract pertaining to the wells (the "Contracts"), including, but not limited to, rights-of-way, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, assignments, purchase and sale agreements, tax partnerships, disposal agreements, injection agreements, gas sale contracts, gas processing contracts and other instruments and agreements, reguardless of whether such contracts are filed of record in the county where the wells or leases are located.

5. Assignor is entitled to recieve oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, and other minerals, to the extent produced from the wells and saved prior to the effective date and the payments, accounts and proceeds from the sale of all the foregoing (the "Production").

6. To the extent Assignor maintains files, records, data and other sources of information reguarding the wells, the equipment, the contracts, and the production, (the "Data"), Assignee may review said data in Assignor's offices described above at

253061

RECORDED July 24, 1995 9:30AM
IN BOOK 101 016 PAGE 722
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

reasonable times during business hours upon reasonable notice to Assignor. The data for purposes hereof shall not include any confidential internal correspondence or other records, and shall not include any information which, if disclosed, would cause Assignor to breach any contract or agreement. Assignor shall be under no obligation to provide information or files which it does possess nor to supplement its files or available information.

7. Assignee enters into this transaction based upon soley its own due diligence efforts and not in reliance upon any representations by Assignor.

The leases, land, wells, equipment, contracts, production and data are collectively referred to as the "Properties".

CONVEYANCE

For One Hundred Dollars ($100) and other good and valuable consideration, the reciept and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, all assignors right, title and interest in and to the properties as specified and limited in Exhibit A attached hereto, as of the Effective time, to have and hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title to the Properties, either express or implied, and is made without warranty of quantity or quality of interest, reguardless of any language in Exhibit A referencing entitlements.

ASSIGNOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATION AS TO THE QUALITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTIES FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTIES "AS IS", "WHERE IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.

Assignee shall bear all costs and liabilities associated with the plugging and abandoning of the wells and shall hold assignor harmless from any and all claims araising out of or associated with the plugging and abandonment thereof. The wells shall be plugged and abandoned in accordance with the rules and regulations of any governmental body asserting jurisdiction over the lands on which the well is located.

This Assignment and Bill of Sale is subject to, and Assignee shall assume, the obligations of all the Contracts and data.

This instrument binds the parties and their successors and assigns. Assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions and stipulations contained herein and within the contracts affecting the properties conveyed herein, and contained within the leases, and agrees to comply with the rules and regulations of any governmental body asserting jurisdiction over the lands on which any wells conveyed hereby are located.

Executed this 2nd day of June 1995.

Assignor

STATE OF :
COUNTY OF :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, personally appeared _____, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed , for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

_____
Notary Public

My Commission Expires:

STATE OF :
COUNTY OF :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of June, personally appeared Jack Willis, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

Angela Nichols
Notary Public

My Commission Expires:
April 19, 1997

EXHITBIT "A"

This exhibit is part of the assignment from WILLIS ENTERPRISES CORP. to T. Y. L. CORP., June 1, 1995.

Red Hill 1-18
S/2 of the NE/4
Section 18, T-27-N, R-112-W
Subette County, WY.