ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

MARATHON OIL COMPANY, an Ohio corporation, whose address is 1501 Stampede Avenue, Cody, Wyoming 82414, successor in interest by statutory merger to Husky Oil Company and TXO Production Corp. (the "Assignor"), for and 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, does hereby sell, transfer, assign and quitclaim (without any representation or warranty of title, express or implied) unto BASIN EXPLORATION, INC., as Operator of the subject property, 370 17th Street, Suite 1800, Denver, Colorado 80202 (the "Assignee"), all of Assignor's title in and to the oil and gas lease, but only insofar as said oil and gas lease covers the lands, as further described in Exhibit "A" attached hereto and incorporated herein, located in Sublette County, Wyoming (hereinafter referred to as the "Subject Interests").

This Assignment of Oil and Gas Lease (the "Assignment") is conditioned upon and subject to the following:

1. This Assignment is made subject to and Assignee hereby accepts it subject to all or its proportionate share of burdens and reservations of every kind, and all valid contracts, agreements and instruments. This Assignment is also subject to the terms and conditions of that certain Purchase Agreement dated December 15, 1993, by and between Marathon Oil Company and Basin Operating Company.

2. Assignee, by acceptance of this Assignment, hereby covenants and agrees to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Assignor that relate to or are attributable to the Subject Interests, occurring on or after the effective date of transfer, including, but not limited to, the following: the terms and conditions of the applicable oil and gas lease, all matters of record; all valid recorded and unrecorded operating, unit, pooling and communitization agreements and orders; all intervening assignments; all valid preferential purchase rights held by third parties, all valid and applicable governmental laws, rules, regulations, orders and ordinances. Without limiting the generality of the foregoing, Assignee covenants and agrees, effective as of the Effective Date hereof, to assume, perform and comply with all contractual, statutory and regulatory obligations (express or implied) to properly and timely plug and abandon all wells hereafter located on the Subject Interests or Pooled Interests, and to remove all equipment and facilities and to restore the surface of the Subject Interests and Pooled Interests, if any. Assignee also agrees to require in any instruments of assignment to all future assignees (if any) of the Subject Interests (or any portion thereof) that the assignee assume the same obligations contained in this Assignment as Assignee has, and that such future assignment(s) shall not relieve Assignee of its obligations hereunder, including, without limitation, the obligation to properly plug and abandon wells and to restore the surface. Furthermore, Assignee agrees to defend, indemnify and hold Assignor, and its officers, directors, employees, parent, affiliate and subsidiary corporations, harmless from and against any and all claims, demands, liabilities, losses, damages or penalties relating to or arising from the obligations, liabilities and duties assumed by Assignee, after the effective date of this Assignment.

3. INDEPENDENT INVESTIGATION AND DISCLAIMER: Assignee acknowledges that Assignee has relied solely on the basis of its own independent investigation of the Subject Interests, and has found that Assignor has not conducted any operations whatsoever, including the exploration, drilling, production, development, marketing or transportation of any kind whatsoever, on the Subject Interests. Furthermore, Assignee agrees and hereby acknowledges that Assignor has not made AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE SUBJECT INTERESTS, INCLUDING, BUT NOT LIMITED TO: (i) ANY REPRESENTATION OR WARRANTY OF TITLE; (ii) ANY REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE SUBJECT INTERESTS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF

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RECORDED July 24, 1995 9:50AM
IN BOOK 102 of 6 PAGE 1
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS); AND, (iii) ANY REPRESENTATION OR WARRANTY CONCERNING ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, AND COMPLIANCE WITH THE LEASE TERMS). Assignee covenants that Assignee has inspected the Subject Interests and accepts the same "AS IS" and "WHERE IS".

4. Separate assignments of the Subject Interests may be executed on official governmental (including, but not limited to, federal, Indian or state) forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all the exceptions, reservations, lack of warranties, rights, titles, powers and privileges set forth herein, as fully as though they were set forth in such governmental assignment form. The interest conveyed by said separate assignments are the same and not in addition to the assets conveyed hereunder.

5. Assignee shall pay any and all rentals, minimum royalties, shut-in payments and taxes occurring on or payable after the Effective Date.

6. Reference in this Assignment to leasehold burdens, encumbrances, agreements, contracts and other matters shall not be deemed to ratify or create any rights in third parties, except where expressly stated.

7. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

8. If any portion of this Assignment shall be declared invalid, it shall nevertheless continue in force as to those remaining valid terms, conditions or provisions. The waiver of any right hereunder shall not preclude the insistence of such right thereafter in any instance.

9. This instrument has been executed by Assignor and Assignee this 23rd day of June, 1995, effective as of 7:00 a.m. on October 1, 1993 ("Effective Date").

"ASSIGNOR"

MARATHON OIL COMPANY

By L. M. Mueller
Name L. M. Mueller
Title Its Attorney-in-Fact

THIS ASSIGNMENT IS AGREED TO AND ACCEPTED BY:

"ASSIGNEE"

BASIN EXPLORATION, INC.

By Dan L. Schwartz
Name Dan L. Schwartz
Title Vice President-Land

ATTEST:

Howard L. Boigon, Secretary
(Seal)

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 23rd day of June, 1995, by L. M. Mueller, as Attorney-in-Fact of Marathon Oil Company.

Witness my hand and official seal.

(Seal)

Connie A. Schwartz
County of
Park
My Commission Expires
Notary Public
State of
Wyoming
Sept. 6, 1996

Connie A. Schwartz
Notary Public

My Commission Expires: 9-6-1996

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

The foregoing instrument was acknowledged before me this 23rd day of June, 1995, by Dan L. Schwartz, as Vice President-Land of Basin Exploration, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Julie Pulger
Notary Public
370-17th Street, Suite 1800
Denver, CO 80202

My Commission Expires: 2/2/99

JULIE PULGER
NOTARY
PUBLIC
STATE OF COLORADO

EXHIBIT "A"
Attached to and made a part of that certain
Assignment of Oil and Gas Lease
with an effective date of October 1, 1993, by and between
MARATHON OIL COMPANY, as Assignor, and BASIN EXPLORATION, INC., as Assignee

ALL OF MARATHON OIL COMPANY'S RIGHT, TITLE AND INTEREST IN AND TO THE OIL AND GAS LEASE DESCRIBED AT THIS EXHIBIT "A", ONLY INSOFAR AS THEY COVER THE FOLLOWING DESCRIBED LANDS (ALL LOCATED IN SUBLETTE COUNTY, WYOMING). ALL RECORDING DATA SET FORTH BELOW REFERS TO THE OFFICIAL RECORDS OF SUBLETTE COUNTY, WYOMING.

Marathon Lse. No.	Federal Lse. No.	Lessor	Lessee	Date of Lease	Instrument Recording Data	Lease Lands Assigned
WY-9749	W-61473	United States of America	Rainbow Resources, Inc.	1/1/78		Insofar and Only Insofar as Lease covers the following Lands: Township 27 North, Range 112 West, 6th P.M. Section 24: E½SW¼, SE¼NW¼

253065

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IN BOOK 202 Misc PAGE 5
FEES 28.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN LANDS LOCATED IN SUBLETTE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

THAT, 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, SHAMA ZOE LIMITED PARTNERSHIP (aka SHAMA KAFAR LIMITED PARTNERSHIP and dba ALPINE GAS COMPANY), a Colorado partnership, hereinafter referred to as "Assignor", does hereby grant, convey, sell, assign and transfer unto THE ENSIGN-BICKFORD COMPANY, hereinafter referred to as "Assignee", a one-half of one percent (0.5%) Overriding Royalty Interest in and to all of the oil, gas and associated hydrocarbons in and under the parcels of land (Subject Lands) within the oil and gas leases ("Subject Leases") as described on the attached Lease Schedule marked Exhibit "A" covering lands situated in Sublette County, Wyoming, and that is produced pursuant to the Subject Leases or any renewals, extensions or modifications thereof, subject to the following terms, covenants and conditions:

1. Part of Subject Lands and Subject Leases are subject to the following:

(a) Green Piney Unit Agreement dated August 23, 1994, and Unit Operating Agreement dated August 23, 1994, executed by Alpine Gas Company (a dba of Shama Zoe Limited Partnership), which agreements cover that portion of the Subject Lands designated as being within the Green Piney Unit and have been approved by the U.S. Bureau of Land Management on August 26, 1994; and

(b) Alpine Tech Unit Agreement dated August 24, 1994, and Unit Operating Agreement dated August 24, 1994, executed by Alpine Gas Company (a dba of Shama Zoe Limited Partnership), which agreements cover that portion of the Subject Lands designated as being within the Alpine Tech Unit and have been approved by the U.S. Bureau of Land Management on September 29, 1994.

2. This Assignment is expressly made subject to the terms and conditions of the Subject Leases and all reservations, terms, and conditions reserved by each of the prior owners in the chain of title upon their assignment of each Subject Lease to Shama Zoe Limited Partnership or Shama Kafar Limited Partnership.

3. The Overriding Royalty Interest assigned by Assignor to Assignee pursuant hereto is fully assignable by Assignee, in whole or in part(s), subject to the terms of this Assignment.

4. All notices, reports, and other communications required or permitted hereunder, or desired to be given with respect to the rights or interest herein assigned, shall be deemed to have been properly given or delivered when

delivered personally or when sent by certified or registered mail, with all postage or charges fully prepaid, and addressed to Assignor and Assignee, respectively, as follows:

Assignor: Shama Zoe Limited Partnership
(aka Shama Kafar Limited Partnership)
(dba Alpine Gas Company)
Plaza Tower One, Suite 1977
6400 S. Fiddler's Green Circle
Englewood, Colorado 80111

Assignee: The Ensign-Bickford Company
660 Hopmeadow Street
P.O. Box 483
Simsbury, Connecticut 06070
Attn: General Counsel

5. Alpine agrees to indemnify and defend EBCo, its officers, employees and representatives, against and from liability for damage to property or injury to persons and other such liabilities attributable to the working interest operations of Alpine on the Subject Lands and Subject Leases in the same manner as is consistent with the inherent protection afforded to all owners of overriding royalty interests. Such overriding royalty interests are thereby protected from the liabilities and obligations of the working interest operations as defined by standard operating procedures of the oil industry in a manner similar to that protection given to the Royalty Interest owned by the Minerals Management Service, Bureau of Land Management, U.S. Department of the Interior.

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the Subject Lands of the Subject Leases herein assigned and with each transfer or assignment of the Subject Lands of the Subject Leases.

Executed this 28th day of June, 1995, effective, however as of the 1st day of May 1995.

Shama Zoe Limited Partnership
aka Shama Kafar Limited Partnership
dba Alpine Gas Company

By Gilman A. Hill
Gilman A. Hill
General Partner of
Shama Zoe Limited Partnership and
Shama Kafar Limited Partnership and
President of Alpine Gas Company

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21st day of June, 1995, by GILMAN A. HILL, General Partner of Shama Zoe Limited Partnership (aka Shama Kafar Limited Partnership) and President of Alpine Gas Company (a dba of Shama Zoe Limited Partnership).

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires: November 21, 1998

JOANN SARVER
NOTARY PUBUC
STATE OF COLORADO
My Commission Expires 11-21-98

ASSIGNMENT OF A 0.5% OVERRIDING ROYALTY INTEREST
FROM SHAMA ZOE LIMITED PARTNERSHIP TO THE ENSIGN-BICKFORD COMPANY
IN LANDS LOCATED IN SUBLETTE COUNTY, WYOMING

MAY 16, 1995

EXHIBIT "A"

DESCRIPTION OF LAND FOR
ASSIGNMENT OF 0.5% OVERRIDING ROYALTY

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
001	T31N-R109W,6th P.M. .Sec. 30: Lots 1-12 [redacted]	354.52	WYW-088580 . Effective 11-1-84 . Expires 10-31-96 (ext. by unit)	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Bernard I. Grosser 3.0% . Alpine Associates Royalty Fund 3.0%	Shama Zoe Limited Partnership 100%
002	T31N-R111W, 6th P.M. .Sec. 19: Lot 4	39.27	WYW-092715 . Effective 8-1-88 . Expires 7-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
003	T31N-R110W, 6th P.M. .Sec. 6: E/2SW/4 .Sec. 7: NE/4SW/4 .Sec. 17: E/2SE/4 .Sec. 18: Lots 2,3,4, . 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 [redacted]	1932.41	WYW-097288 . Effective 1-1-86 . Expires 12-31-95	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
004	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 [redacted]	2480.00	WYW-100302 . Effective 6-1-86 . Expires 7-31-96	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	L.M. Grace Jr. 3.0% . Alpine Associates Royalty Fund 3.0%	Shama Kafar Limited Partnership 100%

and Which Will Have 0.5% ORRI Assigned to Ensign Bickford

5/15/95

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Base Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage		Working Interest and Percentage	
005	T31N-R111W, 6th P.M. .Sec. 1: Lots 1,2, S/2NE/4, . SE/4 .Sec. 12: NE/4NE/4	359.84	WYW-101774 . Effective 11-1-86 . Expires 10-31-96	U.S.A. (12.5%)	-All	Shama Kafar Limited Partnership	100%	Liberty Petroleum Corporation . Alpine Associates Royalty Fund	4.0% 2.0%	Shama Kafar Limited Partnership	100%
006	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 1,2,3,4, . 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	2444.34	WYW-101779 . Effective 1-1-89 . Expires 12-31-98	U.S.A. (12.5%)	-All	Shama Kafar Limited Partnership	100%	Alpine Associates Royalty Fund	6.0%	Shama Kafar Limited Partnership	100%
007	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	2541.12	WYW-101780 . Effective 11-1-86 . Expires 10-31-95	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership	100%	Rutter Enterprises . Alpine Associates Royalty Fund	4.0% 2.0%	Shama Zoe Limited Partnership	100%
008	T32N-R111W, 6th P.M. .Sec. 11: All .Sec. 13: All .Sec. 14: All	1920.00	WYW-102773 . Effective 8-1-88 . Expires 7-31-98	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership	100%	Liberty Petroleum Corporation . Alpine Associates Royalty Fund	5.0% 1.0%	Shama Zoe Limited Partnership	100%

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

5/11/95

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
009	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	2200.00	WYW-102774 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
010	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	2560.00	WYW-102775 . Effective 8-1-88 . Expires 7-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
011	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	2240.00	WYW-102776 . Effective 12-1-86 . Expires 11-30-96	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Howell Roberts Spear . 2.5% . Alpine Associates Royalty Fund 3.5%	Shama Zoe Limited Partnership 100%
012	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	1640.00	WYW-103504 . Effective 4-1-87 . Expires 3-31-97	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%

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Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
013	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-103512 . Effective 8-1-87 . Expires 7-31-97	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
014	T32N-R111W, 6th P.M. .Sec. 6: Lots 1,2 .Sec. 7: Lot 1, NE/4NW/4, N/2NE/4	178.32	WYW-104213 . Effective 5-1-88 . Expires 4-30-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
015	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	1285.52	WYW-104824 . Effective 7-1-87 . Expires 6-30-97	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Abby Corporation 3.0% . Alpine Associates Royalty Fund 3.0%	Shama Zoe Limited Partnership 100%
016	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	1720.00	WYW-104835 . Effective 7-1-87 . Expires 6-30-97	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Abby Corporation 3.0% . Alpine Associates Royalty Fund 3.0%	Shama Zoe Limited Partnership 100%

12

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
017	T30N-R109W, 6th P.M. .Sec. 8: Lots 6,7, NE/4NE/4 .Sec. 18: Lots 1,2,3,4, E/2W/2 .Sec. 34: All	1057.25	WYW-106160 . Effective 8-1-88 . Expires 7-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
018	T30N-R110W, 6th P.M. .Sec. 10: NE/4NE/4	40.00	WYW-106168 . Effective 8-1-88 . Expires 7-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
019	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 riparien to: .Sec. 21: lots 2, 3, 5 .Sec. 31: Lots 2,5,7,8,12 .Those portions of the beds of .Green River and the New Fork .River riparian to: .Sec. 27: Lot 3 .Sec. 28: Lots 5,6,7,8,9 .Sec. 29: Lots 1,2,3,4,5,6,7 .Sec. 30: Lot 7	300.41	WYW-107050 . Effective 2-1-89 . Expires 1-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
020	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	1200.00	WYW-108911 . Effective 11-1-88 . Expires 10-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

5/11/95

13

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
021	T30N-R109W, 6th P.M. .Sec. 13: NE/4, NW/4NW/4	200.00	WYW-113414 . Effective 10-1-88 . Expires 9-30-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	None	Shama Kafar Limited Partnership 100%
022	T30N-R111W, 6th P.M. .Sec. 26: N/2, N/2S/2, . SE/4SE/4	520.00	WYW-113419 . Effective 10-1-88 . Expires 9-30-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
023	T33N-R112W, 6th P.M. .Sec. 14: All .Sec. 23: All	1280.00	WYW-113422 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
024	T31N-R109W, 6th P.M. .Sec. 7: NE/4, NE/4SE/4	200.00	WYW-114041 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	L.S. Hagood 5.0%	Shama Zoe Limited Partnership 100%

14

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
025	T31N-R109W, 6th P.M. .Sec. 34: W/2SW/4	80.00	WYW-114042 . Effective 12-1-88 . Expires 11-30-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
026	T34N-R110W, 6th P.M. .Sec. 6: SE/4SW/4,S/2SE/4 .Sec. 7: Lots 3,4,E/2SW/4 . SE/4 . T34N-R111W, 6th P.M. .Sec. 1: SW/4SW/4 .Sec. 2: S/2NW/4,SW/4, . S/2SE/4 .Sec. 11: S/2	1103.69	WYW-114052 . Effective 12-1-88 . Expires 11-30-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	None	Shama Kafar Limited Partnership 100%
027	T30N-R111W,6th P.M. .Sec. 5: S/2N/2, S/2	480.00	WYW-114057 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
028	T31N-R111W,6th P.M. .Sec. 10: SW/4 .Sec. 14: E/2, SW/4, SE/4NW/4 .Sec. 15: SW/4, W/2E/2, NE/4NE/4 . NE/4SE/4	1080.00	WYW-114058 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

15

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
029	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	1320.00	WYW-114059 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
030	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, SE/4 . NW/4SW/4SW/4 . S/2S/2SW/4, . NE/4SE/4SW/4 .Sec. 25: N/2 .Sec. 26: N/2 .Sec. 27: N/2, NE/4SE/4	2400.00	WYW-114060 . Effective 12-1-88 . Expires 11-30-98	U.S.A. -All (12.5%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Kafar Limited Partnership 100%
031	T33N-R112W,6th P.M. .Sec. 11: All .Sec. 12: All	1280.00	WYW-114062 . Effective 1-1-89 . Expires 12-31-98	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
032	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, E/2W/2, W/2SW/4, . SW/4NW/4 .Sec. 21: N/2 .Sec. 23: N/2 .Sec. 28: N/2NW/4	2080.00	WYW-114854 . Effective 2-1-89 . Expires 1-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 3.0% . Alpine Associates Royalty Fund 3.0%	Shama Zoe Limited Partnership 100%

16

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

5/11/95

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
033	T33N-R112W, 6th P.M. .Sec. 13: All	640.00	WYW-114856 . Effective 2-1-89 . Expires 1-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
034	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	2302.18	WYW-115609 . Effective 4-1-89 . Expires 3-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
035	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	1374.85	WYW-115616 . Effective 4-1-89 . Expires 3-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
036	T30N-R110W, 6th P.M. .Sec. 3: Lots 11-14	154.79	WYW-115617 . Effective 4-1-89 . Expires 3-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

14

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
037	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	2120.00	WYW-115618 . Effective 4-1-89 . Expires 3-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
038	T33N-R111W,6th P.M. .Sec. 23: All .Sec. 32: S/2SW/4	720.00	WYW-115622 . Effective 4-1-89 . Expires 3-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
039	T30N-R110W,6th P.M. .Sec. 33: N/2N/2	160.00	WYW-118171 . Effective 12-1-89 . Expires 11-30-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
040	T32N-R110W, 6th P.M. .Sec. 25: E/2, E/2W/2, . SW/4NW/4, NW/4SW/4 .Sec. 35: All	1200.00	WYW-118172 Effective 12-1-89 . Expires 11-30-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klerfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
041	T32N-R110W, 6th P.M. .Sec. 30: Lots 1-4, E/2W/2, E/2	601.21	WYW-118866 . Effective 1-1-90 . Expires 12-31-99	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
042	T30N-R110W, 6th P.M. .Sec. 29: Lot 7 .Sec. 30: Lot 7	42.24	WYW-119474 . Effective 3-1-90 . Expires 2-28-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
043	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	1944.60	WYW-121407 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
044	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	1320.00	WYW-121408 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%

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19

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
045	T30N-R110W, 6th P.M. . Bed of the Green . River riparian to: .Sec. 3: Lots 4, 5, 6, . 7, 10 .Sec. 10: Lots 3, 6 .Sec. 15: Lots 1, 2, 3 . T31N-R110W, 6th P.M. . Bed of the Green . River riparian to: .Sec. 21: Lots 3, 4, 5, . 6, 8 .Sec. 27: Lot 4	104.37	WYW-121680 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
046	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	1561.75	WYW-121681 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
047	T30N-R111W, 6th P.M. .Sec. 6: Lots 1-4 .Sec. 9: All	798.69	WYW-121684 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
048	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-121685 . Effective 9-1-90 . Expires 8-31-2000	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
049	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: NW/4NE/4, S/2NE/4, W/2, SE/4 .Sec. 30: NE/4 .Sec. 32: NW/4NW/4 .Sec. 35: E/2	1918.84	WYW-122965 . Effective 1-1-91 . Expires 12-31-2000	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
050	T31N-R111W, 6th P.M. .Sec. 20: All .Sec. 21: All	1280.00	WYW-124075 . Effective 5-1-91 . Expires 4-30-2001	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
051	T30N-R109W, 6th P.M. .Sec. 3: Lot 4, S/2NW/4, . SW/4, SW/4SE/4 .Sec. 4: Lots 1-4, 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. 33: Lots 4, 7, E/2 . E/2NW/4	1971.95	WYW-124623 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
052	T30N-R109W, 6th P.M. .Sec. 15: All .Sec. 17: S/2 .Sec. 20: All .Sec. 21: All .Sec. 22: W/2	2560.00	WYW-124624 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
053	T30N-R109W, 6th P.M. .Sec. 22: E/2	320.00	WYW-124625 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0%	Shama Zoe Limited Partnership 100%
054	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	1957.98	WYW-124634 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
055	T33N-R111W, 6th P.M. .Sec. 35: W/2	320.00	WYW-124636 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
056	T30N-R109W, 6th P.M. .Sec. 27: All .Sec. 28: All	1280.00	WYW-125137 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
057	T31N-R109W, 6th P.M. .Sec. 7: Lots 1-12, NW/4SE/4, . S/2SE/4 .Sec. 18: Lots 1-12, E/2 .Sec. 20: N/2, SW/4, N/2SE/4, . SW/4SE/4	1769.61	WYW-125138 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
058	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	2356.99	WYW-125139 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

23

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
059	T31N-R110W, 6th P.M. .Sec. 30: Lots 1-4, E/2W/2, E/2 .Sec. 31: Lots 1-4, E/2W/2, E/2 .Sec. 32: All	1848.91	WYW-125140 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
060	T31N-R110W, 6th P.M. .Sec. 12: S/2 .Sec. 13: All .Sec. 14: All .Sec. 23: All .Sec. 24: W/2	2560.00	WYW-125141 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
061	T31N-R111W, 6th P.M. .Sec. 19: Lots 1-3, E/2W/2, E/2 .Sec. 28: All .Sec. 29: All .Sec. 30: Lots 1-4, E/2W/2, E/2	2515.52	WYW-125144 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
062	T31N-R111W, 6th P.M. .Sec. 31: Lots 1-4, E/2W/2, E/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	1838.74	WYW-125145 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage		and Percentage	and Percentage	and Percentage
067	T32N-R111W, 6th P.M. .Sec. 12: All	640.00	WYW-128818 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
068	T32N-R110W, 6th P.M. .Sec. 24: W/2W/2	160.00	WYW-128819 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
069	T30N-R111W, 6th P.M. .Sec. 26: S/2SW/4, SW/4SE/4	120.00	WYW-129373 . Effective 6-1-93 . Expires 5-31-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
070	T32N-R110W, 6th P.M. .Sec. 5: SW/4SW/4	40.00	WYW-129428 . Effective 7-1-93 . Expires 6-30-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%

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Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
071	T30N-R110W, 6th P.M. .Sec. 11: NE/4SW/4, NW/4SE/4 .Sec. 14: SE/4NE/4	120.00	WYW-129429 . Effective 7-1-93 . Expires 6-30-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
072	T33N-R112W, 6th P.M. .Sec. 26: All .Sec. 27: NE/4NE/4 .Sec. 35: N/2NE/4, SE/4NE/4	800.00	WYW-129430 . Effective 7-1-93 . Expires 6-30-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
073	T31N-R111W, 6th P.M. .Sec. 2: SW/4NW/4, NW/4SW/4 .Sec. 11: S/2NW/4 .Sec. 13: S/2N/2, N/2SW/4, . SE/4SW/4, SE/4	600.00	WYW-129702 . Effective 8-1-93 . Expires 7-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	John P. Strang 5.0%	Shama Zoe Limited Partnership 100%
074	T33N-R111W, 6th P.M. .Sec. 11: E/2 .Sec. 12: All .Sec. 13: All .Sec. 14: E/2	1920.00	WYW-129703 . Effective 8-1-93 . Expires 7-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

26

Tract Number	Description of Land	Number of Acres	Serial Number and Expiration Date of Lease	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage		Working Interest and Percentage	
075	T34N-R111W, 6th P.M. .Sec. 13: S/2 .Sec. 24: N/2	640.00	WYW-129704 . Effective 8-1-93 . Expires 7-31-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership	100%	Liberty Petroleum Corporation . Alpine Associates Royalty Fund	5.0% 1.0%	Shama Zoe Limited Partnership	100%
076	T30N-R109W, 6th P.M. .Sec. 11: SW/4	160.00	WYW-130233 . Effective 9-1-93 . Expires 8-31-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership	100%	None		Shama Zoe Limited Partnership	100%
077	T31N-R111W, 6th P.M. .Sec. 3: NE/4SE/4 .Sec. 12: NW/4NE/4	80.00	WYW-130319 . Effective 10-1-93 . Expires 9-30-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership	100%	Alpine Associates Royalty Fund	6.0%	Shama Zoe Limited Partnership	100%
078	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-130732 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership	100%	High Plains Associates, Inc. . Alpine Associates Royalty Fund	5.0% 1.0%	Shama Zoe Limited Partnership	100%

27

and Which Will Have 0.5% ORRI Assigned to Ensign Bickford

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	Leases of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
079	T30N-R111W, 6th P.M. .Sec. 6: Lots 5-7, S/2NE/4, . SE/4NW/4, E/2SW/4, . SE/4 .Sec. 7: Lots 1, 2, NE/4, . E/2NW/4 .Sec. 8: All	1439.00	WYW-130735 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	High Plains Associates, Inc. 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
080	T31N-R111W, 6th P.M. .Sec. 3: Lots 1-4, S/2N/2, . NW/4SE/4, S/2SE/4, . SW/4	600.13	WYW-130736 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	High Plains Associates, Inc. 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
081	T31N-R111W, 6th P.M. .Sec. 10: N/2, SE/4	480.00	WYW-130737 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	High Plains Associates, Inc. 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
082	T34N-R110W, 6th P.M. .Sec. 7: Lots 1,2, NE/4, . E/2NW/4 .Sec. 16. E/2	623.31	WYW-130840 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0%	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
083	T33N-R111W, 6th P.M. .Sec. 1: Lots 1,2, S/2NE/4, . SE/4	319.88	WYW-130841 . Effective 12-1-93 . Expires 11-30-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
084	T29N-R111W, 6th P.M. .Sec. 3: Lot 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	2404.91	WYW-131100 . Effective 1-1-94 . Expires 12-31-2003	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
085	T30N-R109W, 6th P.M. .Sec. 3: Lot 1, SE/4NE/4, . SE/4SE/4	120.26	WYW-131909 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
086	T30N-R110W, 6th P.M. .Sec. 9: Lot 5 .Sec. 12: Lot 5	39.42	WYW-131910 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
087	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-131911 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
088	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	2560.00	WYW-131912 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partenrship 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
089	T31N-R110W, 6th P.M. .Sec. 21: Lots 3,4,5,6,8, . NW/4NW/4, S/2NW/4, . NE/4SW/4, W/2SE/4 .Sec. 28: NW/4NE/4	383.92	WYW-131913 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Howard O. Sharpe 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
090	T33N-R110W, 6th P.M. .Sec. 20: All	640.00	WYW-131914 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

30

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
091	T33N-R110W, 6th P.M. .Sec. 30: Lots 1-4, E/2, . E/2W/2	638.08	WYW-131915 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
092	T30N-R111W, 6th P.M. .Sec. 22: All .Sec. 23: All .Sec. 25: W/2NE/4, W/2, . NW/4SE/4	1720.00	WYW-131920 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
093	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-131921 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
094	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	2560.00	WYW-131922 . Effective 4-1-94 . Expires 3-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Douglas K. Sauter 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

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Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
095	T32N-R110W, 6th P.M. .Sec. 25: SW/4SW/4	40.00	WYW-133083 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
096	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-133084 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
097	T34N-R110W, 6th P.M. .Sec. 4: Lot 4, W/2NE/4 of . Lot 2 .Sec. 5: Lots 1, 2	116.52	WYW-133086 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
098	T34N-R111W, 6th P.M. .Sec. 11: N/2 .Sec. 12: S/2 .Sec. 13: N/2	960.00	WYW-133087 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. -All (12.5%)	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
099	T34N-R110W, 6th P.M. .Sec. 19: E/2	320.00	WYW-133088 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%
100	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-133089 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
101	T35N-R111W, 6th P.M. .Sec. 12: SW/4, W/2SE/4 .Sec. 13: All .Sec. 14: All .Sec. 23: N/2N/2	1680.00	WYW-133092 . Effective 8-1-94 . Expires 7-31-2004	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
102	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	WYW-133778 . Effective 10-1-94 . Expires 9-30-2004	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

5/11/9

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	Percentage		and Percentage	and Percentage	and Percentage
103	T35N-R110W, 6th P.M. .Sec. 7: Lots 1-3, E/2, E/2W/2 .Sec. 8: W/2, W/2SE/4 .Sec. 28: SW/4SE/4 .Sec. 29: SW/4 .Sec. 30: NE/4SE/4, S/2SE/4 .Sec. 31: NE/4 .Sec. 32: W/2NW/4, W/2SE/4, SE/4SE/4 .Sec. 33: E/2SW/4	1729.78	WYW-135132 . Effective 2-1-95 . Expires 1-31-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%
104	T29N-R111W, 6th P.M. .Sec. 12: SW/4NW/4 .Sec. 23: NE/4SW/4	80.00	WYW-135139 . Effective 2-1-95 . Expires 1-31-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%
105	T30N-R111W, 6th P.M. .Sec. 4: Lot 4 .Sec. 5: Lot 1 . T31N-R111W, 6th P.M. .Sec. 2: SW/4SW/4 .Sec. 11: NW/4NW/4 .Sec. 13: SW/4SW/4 .Sec. 15: SE/4SE/4 .Sec. 32: SE/4SE/4 .Sec. 33: SW/4SW/4	320.03	WYW-135140 . Effective 4-1-95 . Expires 3-31-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%
106	T34N-R111W, 6th P.M. .Sec. 2: Lots 3,4, .Sec. 3: Lot 1, SE/4NE/4, E/2SE/4 .Sec. 12: N/2	557.23	WYW-135141 . Effective 2-1-95 . Expires 1-31-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%

34

Number	Description of Land	Number of Acres	Lease Number and Expiration Date of Lease	Royalty and Percentage		Working Interest and Percentage	Overriding Royalty and Percentage	Net Revenue Interest and Percentage
107	T33N-R112W, 6th P.M. .Sec. 1: Lots 2-4, S/2N/2, S/2 .Sec. 2: Lots 1-4, S/2N/2, S/2	1239.06	WYW-135147 . Effective 2-1-95 . Expires 1-31-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%
108	T31N-R110W, 6th P.M. .Sec. 6: Lots 1,2,3,4,5,6 . 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	984.82	WYW-135433 . Effective 11-1-86 . Expires 10-31-96	U.S.A. (12.5%)	-All	Shama Kafar Limited Partnership 100%	Liberty Petroleum Corporation 4.0% . Alpine Associates Royalty Fund 2.0%	Shama Kafar Limited Partnership 100%
109	T33N-R112W, 6th P.M. .Sec. 24: All .Sec. 25: All	1280.00	WYW-135434 . Effective 5-1-88 . Expires 4-30-98	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
110	T33N-R110W,6th P.M. .Sec. 31: Lots 1-4, E/2, E/2W/2	639.36	WYW-135435 . Effective 7-1-87 . Expires 6-30-97	U.S.A. (12 5%)	-All	Shama Zoe Limited Partnership 100%	Abby Corporation 3.0% . Alpine Associates Royalty Fund 3.0%	Shama Zoe Limited Partnership 100%

35

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

Tract Number	Description of Land	Number of Acres	Lease and Expiration Date of Lease	Royalty and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
111	T30N-R110W, 6th P.M. .Sec. 10: Lot 3 .Sec. 12: Lots 6,7,8, SE/4SE/4 .Sec. 15: Lot 9, Bed of river riparian to Lot 9 .Sec. 22: Lot 1, Bed of river riparian to Lot 1 . T31N-R110W, 6th P.M. .Sec. 34: Lot 8, Bed of river riparian to Lot 8	182.62	WYW-135436 . Effective 3-1-90 . Expires 2-28-2000	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
112	T31N-R110W, 6th P.M. .Sec. 19: Lots 1-4, E/2W/2, E/2	603.04	WYW-135437 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
113	T30N-R110W, 6th P.M. .Sec. 11: Lot 2-4, N/2, W/2SW/4 .Sec. 12: N/2N/2 .Sec. 13: Lot 1, S/2NW/4, NE/4 NE/4NW/4, S/2 .Sec. 14: Lots 1,7,SE/4SW/4,SE/4 .Sec. 15: Lots 2,3	1719.59	WYW-135438 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%
114	T32N-R110W, 6th P.M. .Sec. 9: NW/4SE/4, W/2NE/4	120.00	WYW-135439 . Effective 4-1-93 . Expires 3-31-2003	U.S.A. (12.5%) -All	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 6.0%	Shama Zoe Limited Partnership 100%

Number	of Land	Number of Acres	and Expiration Date of Lease	and Percentage		and Percentage	and Percentage	and Percentage
115	T30N-R109W, 6th P.M. .Sec. 23: All .Sec. 24: N/2	960.00	WYW-135467 . Effective 7-1-91 . Expires 6-30-2001	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Liberty Petroleum Corporation 5.0%	Shama Zoe Limited Partnership 100%
116	T31N-R109W, 6th P.M. .Sec. 29: Lots 3, 4, 7	34.54	WYW-135469 . Effective 9-1-91 . Expires 8-31-2001	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	Gregor Klurfeld 5.0% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%
117	T29N-R111W, 6th P.M. .Sec. 10: Lot 1, W/2NE/4, . SE/4,NE/4, W/2, SE/4 .Sec. 11: Lot 1, E/2, NE/4NW/4, . S/2NW/4, SW/4 .Sec. 14: All .Sec. 15: E/2 .Sec. 22: E/2	2559.44	WYW-136332 . Effective 5-1-95 . Expires 4-30-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%
118	T30N-R111W, 6th P.M. .Sec. 7: SE/4SW/4 .Sec. 19: N/2NE/4 .Sec. 20: NW/4NW/4	160.00	WYW-136335 . Effective 5-1-95 . Expires 4-30-2005	U.S.A. (12.5%)	-All	Shama Zoe Limited Partnership 100%	None	Shama Zoe Limited Partnership 100%

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

Number	Description of Land	Number of Acres	Lease Number and Expiration Date of Lease	Royalty Interest and Percentage	Overriding Royalty Interest and Percentage	Working Interest and Percentage	Net Revenue Interest and Percentage
201	T30N-R109W,6th P.M. .Sec. 16: All	640.00	89-00641 . Effective 10-2-89 . Expires 10-1-94 (unit)	State of Wyoming -All (16.67%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Kafar Limited Partnership 100%
202	T30N-R111W,6th P.M. .Sec. 16: All	640.00	89-00645 . Effective 10-2-89 . Expires 10-1-94 (Unit)	State of Wyoming -All (16.67%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Kafar Limited Partnership 100%
203	T31N-R111W,6th P.M. .Sec. 11: NE/4NW/4	40.00	89-00646 . Effective 10-2-89 . Expires 10-1-94 (Unit)	State of Wyoming -All (16.67%)	Shama Kafar Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Kafar Limited Partnership 100%
204	T31N-R110W,6th P.M. .Sec. 8: E/2NW/4 .Sec. 15: W/2SW/4	160.00	93-00115 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%

38

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

5/11/95

Number	of Land	of Acres	Date of Lease and Expiration	Percentage	Percentage	Percentage	Percentage
205	T31N-R110W,6th P.M. .Sec. 36: All	640.00	93-00116 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
206	T32N-R110W,6th P.M. .Sec. 16: All	640.00	93-00117 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
207	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	93-00118 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
208	T32N-R110W,6th P.M. .Sec. 36: All	640.00	93-00119 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%

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Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

Lease Number	Description of Land	Number of Acres	Lease Number and Expiration Date of Lease	Royalty and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
209	T33N-R110W,6th P.M. .Sec. 3: SW/4SW/4 .Sec. 4: Lot 1 .Sec. 10: NW/4SE/4 .Sec. 27: SW/4NE/4	159.45	93-00120 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
210	T34N-R110W,6th P.M. .Sec. 32: SE/4NE/4, W/2SW/4	120.00	93-00125 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
211	T30N-R111W,6th P.M. .Sec. 36: All	640.00	93-00127 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
212	T32N-R111W,6th P.M. .Sec. 16: All	640.00	93-00130 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%

40

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
213	T32N-R111W,6th P.M. .Sec. 34: NE/4SE/4	40.00	93-00131 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
214	T32N-R111W,6th P.M. .Sec. 36: All	640.00	93-00132 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
215	T33N-R111W,6th P.M. .Sec. 16: All	640.00	93-00133 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
216	T33N-R111W,6th P.M. .Sec. 36: All	640.00	93-00134 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%

41

Land Which Will Have 0.5% ORRI Assigned to Ensign Bickford

Tract Number	Description of Land	Number of Acres	and Expiration Date of Lease	and Percentage	and Percentage	and Percentage	and Percentage
217	T34N-R111W,6th P.M. .Sec. 16: All	640.00	93-00135 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
218	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	93-00136 . Effective 4-2-93 . Expires 4-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
219	T33N-R112W, 6th P.M. .Sec. 36: All	640.00	93-00416 . Effective 10-2-93 . Expires 10-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited PArtnership 100%	Alpine Associates Royalty Fund 1.83%	Shama Zoe Limited Partnership 100%
220	T31N-R112W, 6th P.M. .Sec. 36: All	640.00	93-00555 . Effective 12-2-93 . Expires 12-1-98	State of Wyoming -All (16.67%)	Shama Zoe Limited Partnership 100%	High Plains Associates, Inc. 0.833333% . Alpine Associates Royalty Fund 1.0%	Shama Zoe Limited Partnership 100%

42

DISTRIBUTION CONVEYANCE

COUNTY OF SUBLETTE)
STATE OF WYOMING)

THIS DISTRIBUTION CONVEYANCE between FRANK YATES, JR., S. P. YATES and PEYTON YATES Personal Representatives of the Estate of Martin Yates, III, hereinafter referred to as "Assignor" and SHARBRO OIL LTD. CO., a New Mexico limited liability company, P. O. Box 840, Artesia, New Mexico, 88210, hereinafter referred to as "Assignee":

WHEREAS the Last Will and Testament of Martin Yates, III was admitted to probate in Cause No. PB-85-100-W, Fifth Judicial District, Eddy County, New Mexico, and pursuant to § 45-3-907 N.M.S.A. (1978) the Personal Representatives desire to convey certain of the interests of the decedent in oil and gas interests as are more particularly described in Exhibit "A" attached hereto and made by reference a part hereof; and

WHEREAS the devisees under the Last Will and Testament ("Devisees") of the decedent desire that their interests in said oil and gas interests be conveyed to Sharbro Oil Ltd. Co., a New Mexico limited liability company and hereby execute this Distribution Conveyance as evidence of their ratification and consent to the assignment of the properties described in Exhibit "A" attached hereto, to Assignee.

W I T N E S S E T H:

1. Assignor, in consideration of the premises contained herein, does hereby grant, bargain, sell, convey and assign, set over and deliver, effective January 1, 1995, at 7:00 A.M., unto Assignee and Assignee's successors and assigns, the following:

a) All right, title and interest of Assignor in surface estates, oil, gas and other mineral interests, royalty interests, overriding royalties, production payments, and other interests payable out of production, oil and gas leases, operating rights, and all interests in realty of every other kind, in and under the lands described in Exhibit "A" attached hereto and made a part hereof; subject, however, to the restrictions, exceptions, reservations, conditions, limitations, existing royalties, overriding royalties, production payment interests, burdens on production and other matters in favor of third parties, heretofore created and validly shown of record;

b) All of Assignors' right, title and interest in, to and under or derived from:

i) All of the presently existing and valid unitization agreements, communitization agreements, pooling agreements and unit operating agreements and the properties and interests credited thereby;

ii) All of the presently existing and valid oil, casinghead gas and gas sales purchase agreements; and

iii) All other contracts, agreements and instruments which relate to any of the properties and interests specifically described in Exhibit "A" (or properties unitized, communitized or pooled therewith) or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests;

c) Without limiting the foregoing, all of Assignor's and Devisees' right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands described in Exhibit "A" and in, to and under or derived from all interests in oil and gas leases (whether operating or non-operating), oil, gas and other mineral interest, and surface estates, insofar as the same cover or relate to the lands described

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IN BOOK 102 Misc PAGE 43
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sorkin

in Exhibit "A", even though said interests in any specific portion of said lands and said interests in oil and gas leases which are specifically described in Exhibit "A" be incorrectly described or referred to in Exhibit "A" or omitted from Exhibit "A" entirely.

d) All personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the interests described in Exhibit "A" or the production, treating, storing or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, lines, machinery, equipment, roads and other appurtenances situated on the interests described in Exhibit "A" or lands unitized therewith or which are used in connection with hydrocarbon operations on the interests described in 1 a), b) and c) above, or lands unitized therewith.

2. For good and valuable consideration the receipt and sufficiency of which are hereby acknowleged, Devisees ratify, adopt and convey to Assignee, its successors and assigns, all of their interest in 1. a) through 1. d) above.

3. a) The assignments delivered hereunder are without warranty of title, either express or implied and ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, EQUIPMENT, CHATTELS, FIXTURES AND OTHER PERSONAL PROPERTY HEREBY ASSIGNED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ASSIGNEE AGREES TO ACCEPT ALL SUCH GOODS, EQUIPMENT, CHATTELS, FIXTURES AND OTHER PERSONAL PROPERTY "AS IS" AND IN THEIR PRESENT STATE AND CONDITION.

b) Assignee and Devisees acknowledge that Assignor has not performed any environmental audits on the leases as to the lands described in Exhibit "A" and that Assignor has made no representations concerning the environmental quality of said leases. Assignor transfers said leases to Assignee "AS IS" and disclaims as to Assignee and Devisees all warranties, express or implied, concerning (i) the environmental quality and condition of said leases, surrounding property and ground water; (ii) the existence of any discharge of hazardous substances or other pollutants upon or from said leases which has caused or may cause environmental degradation; and (iii) the status of compliance of said leases with federal, state and local laws or regulations pertaining to health, safety or environmental protection.

c) Assignee and Devisees hereby release and forever discharge Assignor, its heirs and successors, from all claims, damages, demands, actions for liability, indemnity or contribution which have arisen or which may arise from (i) any discharge or contaminants on the leases as to the lands described in Exhibit "A" which have caused or may cause environmental degradation of said leases, surrounding property or ground water; (ii) any obligation or liability which has been imposed or may be imposed under any provision of federal, state or local laws pertaining to health, safety or environmental protection; (iii) any claims asserted by third parties or any governmental agency against Assignee or Devisees which concern damages, liability, response costs or injunctive relief as a result of any environmental degradation of said leases surrounding property or ground water; and (iv) any third-party claims against Assignee or Devisees for personal injury or property damage as a result of any environmental degradation of the leases as to the lands described in Exhibit "A", surrounding property or ground water.

4. With respect to oil and gas leases or interests therein, which are conveyed herein from the United States of America, or one

or more state governments, separate assignments on approved forms may be executed by Assignor to the Assignee in sufficient counterparts to fulfill applicable statutory and regulatory requirements and said assignments, although unqualified in form and not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the terms, provisions, remedies, power and privileges set forth in this conveyance as fully to all intents and purposes as though the same were set forth at length in such separate assignments.

5. Assignor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances and documents, and will do all such other acts and things as may be necessary to more fully assure Assignee, its successors and assigns, of the respective rights, titles, interests, estates, remedies, powers and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered to Assignee hereunder.

6. Assignor makes no warranties of title, either express or implied, but this conveyance is made with full substitution and subrogation of the Assignee in and to all covenants and warranties heretofore given or made by others with respect to the interests conveyed herein or any part thereof.

7. All of the covenants and agreements of Assignor shall be deemed to be covenants running with the lands described herein and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this conveyance to be duly executed on this 26th day of July, 1995, but effective January 1, 1995 at 7:00 a.m.

"ASSIGNOR"

By: _____
Frank Yates, Jr., Attorney-in-fact for S. P. Yates, Peyton Yates and Frank Yates, Jr., Personal Representatives of the Estate of Martin Yates III, Deceased.

"DEVISEES"

_____
Frank Yates, Jr.

_____
Shari Yates Brewer

_____
Darin E. Yates

_____
Scott M. Yates

"ASSIGNEE"

SHARBRO OIL LTD. CO.

By: Scott M. Yates
Scott M. Yates, as Attorney-in-fact for Darin E. Yates, Member and Scott M. Yates, Member

By: Shari Yates Brewer
Shari Yates Brewer, as Attorney-in-fact for Shari Yates Brewer, Member and Frank Yates, Jr., Member

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 26th day of July, 1995, by Frank Yates, Jr., Individually, and Frank Yates, Jr., Attorney-in-fact for S. P. Yates, Peyton Yates and Frank Yates, Jr., Personal Representatives of the Estate of Martin Yates III, Deceased.

My commission expires:
1/25/99

Notary Public

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 26th day of July, 1995, by Scott M. Yates, Individually, and Scott M. Yates, as Attorney-in-fact for Darin E. Yates, Member of Sharbro Oil Ltd. Co. and Scott M. Yates, Member of Sharbro Oil Ltd. Co.

My commission expires:
1/25/99

Notary Public

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 26th day of July, 1995, by Shari Yates Brewer, Individually, and Shari Yates Brewer, as Attorney-in-fact for Shari Yates Brewer, Member of Sharbro Oil Ltd. Co. and Frank Yates, Jr., Member of Sharbro Oil Ltd. Co.

My commission expires:
1/25/99

Notary Public

STATE OF New Mexico)
: ss.
COUNTY OF Eddy)

The foregoing instrument was acknowledged before me this 26th day of July, 1995, by Darin E. Yates.

My commission expires:
1/25/99

Tina M. Romo
Notary Public

JEH\SHARBRO\DISTCNVE.O&G

EXHIBIT "A"
Attached to that certain Distribution Conveyance from the Estate of Martin Yates III to Sharbro Oil Ltd. Co. with an effective date of January 1, 1995

R111Y LAND INFORMATION SYSTEM
EXHIBIT REPORT

PAGE
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LEASE NTY/STATE - WYOMING	/SUBLETTE	LEASE DATE	TWNS RNGE SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
400 6818	W-133050, YPC	8/01/1994	29N 107W	3 LOTS 3,4, S2NW4, SW4	1441.01	1441.01	PAY
			29N 107W	7 LOTS 1,2, E2NW4			
			29N 107W	8 NE4, S2			
			29N 107W	9 S2N2, S2			
				***** LEASE TOTALS:	1441.01	1441.01	
400 6821	W-133062, YPC	8/01/1994	27N 108W	14 ALL	640.00	640.00	PAY
			27N 108W	15 ALL	640.00	640.00	
			27N 108W	22 ALL	640.00	640.00	
			27N 108W	23 N2, SE4	480.00	480.00	
				***** LEASE TOTALS:	2400.00	2400.00	
400 6822	W-133065, YPC	8/01/1994	27N 108W	33 E2	320.00	320.00	PAY
				***** LEASE TOTALS:	320.00	320.00	
400 6826	W-133114, YPC	8/01/1994	31N 114W	5 LOTS 1,2,3, S2NE4, SE4NW4, NE4SW4, N2SE4	2093.98	2093.98	PAY
			31N 114W	6 LOTS 1,2,3,4,5,6,7, S2NE4, SE4NW4, E2SW4, SE4			
			31N 114W	7 LOTS 3,4, E2, E2SW4			
			31N 114W	18 LOTS 1,2,3,4, E2, E2W2			
				***** LEASE TOTALS:	2093.98	2093.98	
400 6892	W-133758, YPC	10/01/1994	27N 108W	19 SE4	160.00	160.00	PAY
			27N 108W	20 NW4	160.00	160.00	
			27N 108W	32 N2	320.00	320.00	
			27N 108W	33 W2	320.00	320.00	
			27N 108W	34 S2	320.00	320.00	
				***** LEASE TOTALS:	1280.00	1280.00	

Without limiting the above, all of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of contract, law or otherwise) in the lands described above, and in, to and under, or derived from, all interests in surface estates, fee mineral interests, royalty interests, overriding royalties, production payments, and other interests payable out of production, oil and gas leases, leasehold interests, operating rights, state and federal record title interests as may be shown in the office of the state, leasing state lands or the appropriate office of the Bureau of Land Management, owned by or acquired in the name of Assignor, in the County of Sublette, Wyoming, even though Assignor's interest in any specific portion of any surface estate, oil, gas and other minerals, royalty, overriding royalty, production payment or other interest payable out of production, oil and gas lease, leasehold interest, operating right, or state and federal record title interest whether incorrectly described or referred to in the Exhibit "A" above or the description of such interest is omitted from Exhibit "A" in its entirety.

[redacted] [redacted] [redacted]

[redacted]

BUREAU OF LAND [redacted] MANAGEMENT
Casper District Office - Wyoming Reservoir Management Team
1701 East E Street
Casper, Wyoming 82601-2167

[redacted]

3180
Mills
WYW127639X

MAY 31 1995

Enron Oil & Gas Company
c/o John L. Moore & Co.
P.O. Box 3129
Idaho Springs, CO 80452-3129

Gentlemen:

Your proposed first expansion of the Mills (Mesaverde) Unit Area, Sublette County, Wyoming, is hereby approved, effective as of March 1, 1995.

The expansion increases the unit area by the addition of 56.37 acres, resulting in a total 754.50 acres in the unit area. Approval of the agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

Enclosed are two copies of the approved expansion. We request that you furnish the State of Wyoming, and any other principals, with appropriate evidence of this approval.

Sincerely,

Asghar Shariff

Chief, Reservoir Management Team

Enclosure
1 - Approved Expansion (2 copies)

cc: Wyoming Oil & Gas Conservation Commission

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RECORDED Aug. 3, 1995 11:35 AM
IN BOOK 102 Misc PAGE 49
FEES $ 84.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

3180
Mills
WYW127639X

MAY 31 1995

Memorandum

To: State Director (923)

From: Chief, Reservoir Management Team

Subject: Expansion of the Mills (Mesaverde) Unit Area, Sublette County, Wyoming

The request for the first expansion of the subject unit area was approved effective as of March 1, 1995. This expansion was given preliminary approval by letter of March 21, 1995. The request for final approval was submitted by Enron Oil & Gas Company, unit operator, on April 10, 1995, after all of the requirements set forth in section 2 of the unit agreement had been fulfilled. No objection to the proposed expansion was received.

As a result of the expansion, the unit area is increased from 698.13 acres to 754.50 acres.

Federal lands included in lease WYE022281 are being added to the unit area.

> Federal lease WYE022281 is to be considered for segregation pursuant to section (18e) of the unit agreement and Public Law 86-705.
>
> We recommend the new lease number be assigned the portion of lease WYE022281 which remains inside the unit as a result of segregation.

The unit operator has advised that it is not the intent of the parties to this unit agreement to horizontally segregate any Federal lease.

All land and interests are fully committed by the Wyoming State Order, Docket No. 46-95 dated May 30, 1995.

In view of the foregoing commitment status, effective control of operations within the unit area being added is assured. Revised exhibits "A" and "B" showing the unit area as expanded, are attached to the application and are acceptable.

/S/ Asghar Shariff

Attachment
1 - approved application

cc: Operator

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF A HEARING BROUGHT ON THE APPLICATION OF ENRON OIL & GAS COMPANY, FOR AN ORDER FROM THE COMMISSION APPROVING THE EXPANSION OF THE MILLS (MESAVERDE) UNIT, SUBLETTE COUNTY, WYOMING, FOR THE DEVELOPMENT AND OPERATION OF THE MILLS (MESAVERDE) UNIT, EXPANSION NUMBER 1	CAUSE NO. 2 ORDER NO. 2 DOCKET NO. 46-95

ORDER NUNC PRO TUNC

By date of February 27, 1995, the Wyoming Oil and Gas Conservation Commission approved Cause No. 2, Order No. 2, Docket No. 46-95, for the expansion and operation of the Mills (Mesaverde) Unit, after showing the requisite 80% signup of the working interest owners and royalty and overriding royalty ownership.

By Affidavit, Thomas F. Reese, Attorney at Law, representative for Enron, has shown that the statutory signup requirement has been met. Enron has, therefore, requested an amended order and final approval by the Commission.

The Report of the Examiner in this matter was entered on February 27, 1995, allowing the expansion of the Mills (Mesaverde) Unit. The proposed expansion was to expand the unit by 109.96 acres but since the date of that order, the Bureau of Land Management has required Enron to reduce the expanded lands by 56.37 acres, which are described below, to wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Lot 1 and a 40 acre portion of Tract 48 as shown on the attached plat.

Inasmuch as W.S. §30-5-110(f) provides for such final approval, it is recommended that this Order Nunc Pro Tunc be approved by the Commission.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that the Mills (Mesaverde) Unit and the unitized operation of the Mesaverde Formation, as defined in the Unit Agreement and the Unit Operating Agreement, are hereby approved in accordance with the Findings of Fact, Conclusions of Law, and Order of the Commission identified as Cause No. 2, Order No. 2, Docket No. 45-95, with the exception of the lands excluded above as requested by Enron's amended application.

DATED this 30th day of May 1995.

WYOMING OIL & GAS CONSERVATION COMMISSION

Mr. Elmer S. Parson, Commissioner

Richard D Marvel

Mr. Richard D. Marvel - Examiner

Mr. James H. Magagna, Acting Chiarman-Commissioner

Mr. Gary B. Glass, Commissioner

52

R 113 W

15

14

ENRON OIL & GAS COMPANY
100%
HBP
(4)

W 0637

C-51

ENRON OIL & GAS COMPANY
100%
HBP

(2)

C 77-23

ENRON OIL & GAS COMPANY
100%
HBP

(1)

22

C-89-22D

TTU-C-47

23

86-22

1 49.08

4 27.24

C-87-22

T
28
N

TR. 44

C 90-22

C-52

(5)

ENRON OIL & GAS COMPANY
100%
HBP

2 23.91
ENRON OIL & GAS COMPANY
100%
HBP
(3)

EV 023584

C 88-22

C 92-22

C-74-22

5

73-23

Mills 2-23

Mills 1-22

C 93-22

C 91-22

C 79-23

EV 022241

EV 025771

MYRON F. MILLS

C-78-26

TR. 48

C 94-27

1 16.37

ENRON OIL & GAS COMPANY
100%
HBP
(7)

ENRON OIL & GAS COMPANY
100%
(6) HBP

EV 02228

M. McGinnis

27

26

	Existing		Expanded		Total	
	ACREAGE	PERCENTAGE	ACREAGE	PERCENTAGE	ACREAGE	PERCENTAGE
Federal	540.23	77.3824%	16.37	29.0403%	556.60	73.7707%
Patented	157.90	22.6176%	40.00	70.9597%	197.90	26.2293%
	698.13	100.0000%	56.37	100.0000%	754.50	100.0000%

UNIT OUTLINE

Proposed 1st Expansion

(4) TRACT NUMBER

0 1/4 1/2

GRAPHIC SCALE IN MILES

EXHIBIT "A"

MILLS (Mesaverde) UNIT AREA
Proposed 1st Expansion

SUBLETTE COUNTY, WYOMING

ENRON OIL & GAS COMPANY

DENVER, COLORA[redacted]

March 1, 199[redacted]

Acceptance exhibit

APPROVAL OF THIS [illegible] DOES NOT WARRANT OR CERTIFY THAT THE [illegible] HOLDERS OF OPERATING RIGHTS HAVE EQUITABLE TITLE TO [illegible] LEASES WHICH ARE COMMITTED HERETO.

EXHIBIT "B"
Schedule Showing Percentage and Kind of Ownership of Oil and Gas Interests
MILLS (MESAVERDE) UNIT AREA
Sublette County, Wyoming

Ownership as to the Unitized Formation Only

Tract No.	Description of Land	Number of Acres	Serial Number and Expiration Date of Leases	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage		Working Interest and Percentage	
1	**T28N-R113W, 6th P.M.** Sec. 22: Lot 1(49.08), NE¼, NW¼SE¼, E½SW¼, SE¼NW¼	369.08	EV-022241 Effective 8-1-46 HBP	U.S.A. (Sliding Scale)	-All Mobil Oil Corporation	100% Shirley M. Hull	0.125%	Enron Oil & Gas Company	100%
						Helen Morgan Leech and John H. Morgan, Personal Representatives of the Estate of J. H. Morgan, Sr. deceased	2.4375%		
						Labarge Royalty Partnership	1.157813%		
						Charles W. and Patty N. Brown	0.060937%		
						Priscilla Knight	0.300174%		
						Madeline L. Harris	0.300174%		
						Patricia J. Brown	0.042882%		
						St. Marks Episcopal Cathedral	0.120069%		
						William Z. Maxwell	0.008576%		
						Barbara Stottern	0.060938%		
						Bell & Bell	0.385937%		
2	**T28N-R113W, 6th P.M.** Sec. 23: Lot 4(27.24), W½NW¼	107.24	EV-023584 Effective 6-1-48 HBP	U.S.A. (12.5%)	-All Enron Oil & Gas Company	100% Gene Hilton Nicodemus and Mrs. Arlene Hilton Mattison	0.125%	Enron Oil & Gas Company	100%
						Morgan (J.H.) Gas & Oil Company	0.86875%		
						Helen Morgan Leech and John H. Morgan, Personal Representatives of the Estate of J. H. Morgan, Sr. deceased	0.56875%		
						Enron Oil & Gas Company	0.859375%		
						Labarge Royalty Partnership	0.27461%		
						Charles W. and Patty N. Brown	0.0144525%		
						Priscilla Knight	0.071195%		
						Madeline L. Harris	0.071195%		
						Patricia J. Brown	0.010171%		

EXHIBIT "B"
Schedule Showing Percentage and Kind of Ownership of Oil and Gas Interests
MILLS (MESAVERDE) UNIT AREA
Sublette County, Wyoming

Ownership as to the Unitized Formation Only

Tract No.	Description of Land	Number of Acres	Serial Number and Expiration Date of Leases	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage		Working Interest and Percentage
	Tract 2 continued...					6 – St. Marks Episcopal Cathedral	0.028478%	
						7 – William Z. Maxwell	0.002034%	
						8 – Barbara Stottern	0.0144532%	
						9 – Bell & Bell	0.0915363%	
3	T28N-R113W, 6th P.M. Sec. 22: Lot 2(23.91)	23.91	EV-025771 Effective 1-1-48 HBP	U.S.A. (12.5%)	-All Mobil Oil Corporation – 1	100% Hall Family Trust Norman Family Trust 11	0.5% 0.5%	Enron Oil & Gas Company
4	T28N-R113W, 6th P.M. Sec. 15: SE¼SE¼	40.00	W-0637 Effective 4-1-50 HBP	U.S.A. (12.5%)	-All Mobil Oil Corporation – 1	100% Helen Morgan Leech and John H. Morgan, Personal Representatives of the Estate of J. H. Morgan, Sr. deceased 2 / 12 Morgan Limited Partnership 13 C.E.C. Industries Corp. 4 Priscilla Knight 5 Madeline L. Harris Patricia J. Brown 6 St. Marks Episcopal Cathedral 7 William Z. Maxwell 8 Barbara Stottern 9 Bell & Bell	1.5% 1% 1.250% 0.307871% 0.307871% 0.043981% 0.123148% 0.008796% 0.0625% 0.395833%	Enron Oil & Gas Company

4 FEDERAL TRACTS TOTALING 540.23 ACRES OR 77.3824% OF UNIT AREA

EXHIBIT "B"
Schedule Showing Percentage and Kind of Ownership of Oil and Gas Interests
MILLS (MESAVERDE) UNIT AREA
Sublette County, Wyoming

Ownership as to the Unitized Formation Only

Tract No.	Description of Land	Number of Acres	Serial Number and Expiration Date of Leases	Basic Royalty and Percentage		Lessee of Record and Percentage		Overriding Royalty and Percentage	Working Interest and Percentage	
	PATENTED LANDS:									
5	T28N-R113W, 6th P.M. Resurvey Tract 44: formerly known as Sec. 22: SE¼SE¼ Sec. 23: E½SW¼, SW¼SW¼	157.90	Effective 5-20-53 HBP	John Arthur Marshall Carol Lee Asker Janet Sue Kimball (12.5%)	33.34% 33.33% 33.33%	Enron Oil & Gas Company	100%	None	Enron Oil & Gas Company	100%

1 PATENTED TRACT TOTALING 157.90 ACRES OR 22.6176% OF UNIT AREA

5 TRACTS IN UNIT AREA TOTALING 698.13 ACRES

EXHIBIT "B"
Schedule Showing Percentage and Kind of Ownership of Oil and Gas Interests
MILLS (MESAVERDE) UNIT AREA
Sublette County, Wyoming

Ownership as to the Unitized Formation Only

First Expansion

Tract No.	Description of Land	Number of Acres	Serial Number and Expiration Date of Leases	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage		Working Interest and Percentage	
	FEDERAL LANDS:								
6	T28N-R113W, 6th P.M. Sec. 27: Lot 1 (16.37)	16.37	EV-022281 Effective 7-1-48 HBP	U.S.A. (12.5%)	-All Mobil Oil Corporation 100%	1 Mobil Oil Corporation	5%	Enron Oil & Gas Company	100%
						Enron Oil & Gas Company	5%		
						2 Helen Morgan Leech and John H. Morgan, Personal Representatives of the Estate of J. H. Morgan, Sr. deceased	2.5%		
						Labarge Royalty Partnership	1.1875%		
						3 Charles W. and Patty N. Brown	0.0625%		
						4 Priscilla Knight	0.307871%		
						5 Madeline L. Harris	0.307871%		
						6 Patricia J. Brown	0.043981%		
						7 St. Marks Episcopal Cathedral	0.123148%		
						8 William Z. Maxwell	0.008796%		
						9 Barbara Stottern	0.0625%		
						Bell & Bell	0.395833%		

1 FEDERAL TRACT TOTALING 16.67 ACRES OR 29.0403% OF UNIT AREA

56

EXHIBIT "B"
Schedule Showing Percentage and Kind of Ownership of Oil and Gas Interests
MILLS (MESAVERDE) UNIT AREA
Sublette County, Wyoming

Ownership as to the Unitized Formation Only

First Expansion

Tract No.	Description of Land	Number of Acres	Serial Number and Expiration Date of Leases	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
	PATENTED LANDS:						
7	**T28N-R113W, 6th P.M.** Sec. 27: Portions of Resurvey Tract 48, formerly described as the NE¼NE¼	40.00	Effective 7-1-46 HBP	14 Mary Lucynde Kiefer 14.285714% Max Pavlisin Estate 14.285714% 15 Louise Y. Cullimore 4.761905% 16 Walter C. Yose, Jr. 4.761905% Lyndon A. Yose 2.380952% Kimberly Yose Cope 2.380952% Joseph L. Budd 7.142857% 17 Helen B. Tanner Trust 7.142857% 18 Joseph W. McGinninis, Jr. 4.7619047% 19 Jo Ann Cannon 4.7619047% Patricia Davis 4.7619046% 20 Marie McGinnis Graves 4.761905% 21 Alice Schaffer 4.761905% 22 Kathryn C. Catalano 4.761905% 23 Aaron H. McGinnis 2.857143%	Enron Oil & Gas Company	100% Enron Oil & Gas Company	12.5% Enron Oil & Gas Company 1

57

EXHIBIT "B"
Schedule Showing Percentage and Kind of Ownership of Oil and Gas Interests
MILLS (MESAVERDE) UNIT AREA
Sublette County, Wyoming

Ownership as to the Unitized Formation Only

First Expansion

Tract No.	Description of Land	Number of Acres	Serial Number and Expiration Date of Leases	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
	Tract 7 continued...			William L. McGinnis, Jr. 2.857143% Victor S. and Dorothy J. McGinnis, Trustees of the Victor S. McGinnis Living Trust 1.428571% Victor S. and Dorothy J. McGinnis, Trustees of the Dorothy J. McGinnis Living Trust 1.428571% 24 — Marjorie Brawley 2.857143% 25 Mary Nell McGinnis 2.857143% (12.5%)		

1 PATENTED TRACT TOTALING 40.00 ACRES OR 70.9597% OF UNIT AREA

2 TRACTS IN EXPANDED UNIT AREA TOTALING 56.37 ACRES

Recapitulation:

	Existing		Expanded		Total	
	Acreage	Percentage	Acreage	Percentage	Acreage	Percentage
F[redacted]ral	540.23	77.3824%	16.37	29.0403%	556.60	73.7707%
P[redacted]ted	157.90	22.6176%	40.00	70.9597%	197.90	26.2293%
	698.13	100.0000%	56.37	100.0000%	754.50	100.0000%

EXHIBIT "C"

Attached to and made a part of the Unit Agreement for the
Mills (Mesaverde) Unit Area
Sublette County, Wyoming

PARTICIPATION FORMULA

TRACT NUMBER	TRACT PERCENTAGE
1	71.2577%
2	3.2025%
3	1.6322%
4	0.2157%
5	21.7187%
6	0.9883%
7	0.9849%
TOTAL	100.0000%

This Exhibit "C" is revised effective March 1, 1995, after the addition of Tracts 6and 7 of the First Expansion to the unit area.

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of March, 1995.

ENRON OIL & GAS COMPANY

By: _____
D. Weaver
Agent and Attorney-In-Fact

Tax ID #: 47-0684736

Address: 1625 Broadway, Suite 1300
Denver, CO 80202

STATE OF Colorado §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me by D. Weaver as Agent and Attorney-In-Fact of Enron Oil & Gas Company.

This 1ST day of March, 1995.

WITNESS my hand and official seal.

My commission expires:

2-23-98

_____
Erin Britt-Pendery
Notary Public

BRITT-PENDERY NOTARY PUBLIC

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 9th day of March, 1995.

TRACT(S) 6

By: _____
J. M. Yeager, Attorney-in-Fact

Tax ID or Social Security #: Mobil Oil Corporation

Address: _____

_____

_____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 22nd day of Feb., 1995.

TRACT(S) 1, 2, 4, 6

Estate of John H. Morgan, Sr.

By: Helen M. Leech
Helen M. Leech, Co-Personal Rep.

By: John H. Morgan, Jr.
John H. Morgan, Jr., Co-Personal Rep.

Tax ID or Social Security #: 87-6190428

Address: 1604 Walker Center

Salt Lake City, Utah 84111

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah §
§
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by Helen M. Leech

This 22nd day of Feb, 1995.

WITNESS my hand and official seal.

My commission expires:

12/10/97

Notary Public

My Commission Expires
December 10, 1997
State of Utah

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah §
§
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by John H. Morgan, Jr.

This 22nd day of Feb, 1995.

WITNESS my hand and official seal.

My commission expires:

12/10/97

Notary Public

My Commission Expires
December 10, 1997
State of Utah

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 28th day of Feb, 1995.

TRACT(S) 6

By: [redacted]

Tax ID or Social Security #: 444-44-8943 / 440-62-8708

Address: P.O. Box 587

Marlow, Ok 73055

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oklahoma §

COUNTY OF Stephens §

§

The foregoing instrument was acknowledged before me by Reba Ellis.

This 28th day of February, 19 95.

WITNESS my hand and official seal.

My commission expires:

1/28/97

REBA ELLIS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA STEPHENS COUNTY

Reba Ellis

Notary Public

3.63

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 23 day of Feb, 1995.

TRACT(S) 6

By: Priscilla Knight

Tax ID or Social Security #: 571-22-9590

Address: 405 N. Broadway St
Aberdeen Wa 98520

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,
as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington §
COUNTY OF Grays Harbor §

The foregoing instrument was acknowledged before me by Priscilla Knight.

This 23rd day of February, 1995.

WITNESS my hand and official seal.

My commission expires:
7-27-98

Debra R. Oleachea
Notary Public DEBRA R. OLEACHEA

DEBRA R. OLEACHEA
NOTARY PUBLIC
[redacted]TE OF WASHINGTON
My Commission Expires July 27, 1998

4[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 21 day of Feb, 1995.

TRACT(S) 6

By: W. T. Weaver

Tax ID or Social Security #: 376-14-9066

Address: 5650 E. 23rd St
Tucson, Az 85711

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona §

COUNTY OF Pima §

The foregoing instrument was acknowledged before me by Madelaine L. Harris

This 21 day of Feb, 1995

WITNESS my hand and official seal.

My commission expires:

My Commission Expires Jan. 8, 1997

Connie Hathcoat
Notary Public

166

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 18th day of March, 1995.

6

TRACT(S) Per Att. - First Expansion of Mills (Mesa Verde) Unit Area Sublette County, Wyoming

Cathedral Church of St. Mark, AKA St. Mark's Episcopal Cathedral

By: Jack C Potter +
Jack C Potter, Dean

Tax ID or Social Security #: 87-0212-478

Address: 231 East First South
Salt Lake City, UT 84111

CORPORATE ACKNOWLEDGMENT

STATE OF Utah §
§
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by JACK C. POTTER,
as DEAN of CATHEDRAL CHURCH OF ST. MARK.

This 18th day of March, 1995.

WITNESS my hand and official seal.

NOTARY PUBLIC
ESTHER R. FRANK
Episcopal Diocese of Utah
80 South 300 East, P.O. Box 3090
Salt Lake City, Utah 84110
My Commission Expires 10/10/98
STATE OF UTAH

My commission expires:

10/10/98

Esther R. Frank
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of March, 1995.

TRACT(S) 6

By: William Z. Mathews

Tax ID or Social Security #: 449-30-2119

Address: 515 Van Buren St.
Port Townsend, WA 98368

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington §

§

COUNTY OF Jefferson §

The foregoing instrument was acknowledged before me by William Z. Mathews

This 1st day of March, 1995.

WITNESS my hand and official seal.

My commission expires:

9-6-97

SANDRA J. PUTNAM NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-6-97

Sandra J. Putnam

Notary Public

767

RATIFICATION AND JOINDER OF UNIT AGREEMENT

68

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 24 day of Feb, 1995.

TRACT(S) 6

By: Barbara Stotlern

Tax ID or Social Security #: 529-52-1923

Address: P.O. Box 6450
Jackson, Wy 83001

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,
as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah §
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by Barbara Stotlern.

This 24 day of Feb, 1995.

WITNESS my hand and official seal.

My commission expires:

4-13-97

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
April 13, 1997
DENISE K. GEURTS
4625 South 2300 East
Salt Lake City, Utah 84117

Denise K. Geurts
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 27 day of Feb, 1995.

TRACT(S) ~~#1~~ 6

Bell & Bell, A Partnership

By: J. Richard Bell, Partner

Tax ID or Social Security #: 87-0337975

Address: 4632 Idlewild Rd.

Salt Lake City, Ut. 84124

Partnership ~~CORPORATE~~ ACKNOWLEDGMENT

STATE OF Utah §

COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by J. Richard Bell

as General Partner of Bell & Bell, a partnership.

This 27 day of February 95

WITNESS my hand and official seal.

Notary Public
KIM L. LUND
2510 South 3[illegible]
Salt Lake City, Utah [illegible]15
My Commission Expires
August 11, 1997
State of Utah

My commission expires:

8-10-97

Kim M. Lund
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 6 day of MAR, 1995.

TRACT(S) 2

By: [signature]

Tax ID or Social Security #: 529-16-5548

Address: 4758 MILETUS WAY

OCEANSIDE, CA 92056

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

SEE ATTACHED

_____ _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 6th day of Mar, 1995.

TRACT(S) 3

By: Norman Family Trust
Karla J. Norman Trustee

Tax ID or Social Security #: 520-30-7725

Address: 514 RIVERSIDE DR.
NEW BRAUNFELS, TX 78130

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Comal §

The foregoing instrument was acknowledged before me by Karla N. Norman

This 6th day of March, 1995.

WITNESS my hand and official seal.

JEANNIE ANDERSON
MY COMMISSION EXPIRES
June 28, 1995

My commission expires:

6-28-95

Jeannie Anderson
Notary Public

11

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 21st day of Feb., 1995.

TRACT(S) 4

Morgan Limited Partnership

By: _____
John H. Morgan, Jr., General Partner

Tax ID or Social Security #: 87-0401863

Address: 1604 Walker Center

Salt Lake City, Utah 84111

CORPORATE ACKNOWLEDGMENT

STATE OF Utah §

COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by John H. Morgan, Jr.,

as General Partner of Morgan Limited Partnership.

This 21st day of Feb., 19 95.

WITNESS my hand and official seal.

Notary Public
J. MICHAEL BENNION
123 2nd Avenue #112
Salt Lake City, Utah 84103
My Commission Expires
December 10, 1997
State of Utah

My commission expires:

12/10/97

_____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

12

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of March, 1995.

TRACT(S) 4

By: _____

George A. Matthews, Jr.

Tax ID or Social Security #: C.E.C. Industries Corp. 87-0217252

Address: 350 West 300 South, Suite 200

Salt Lake City, Utah 84101

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH §

§

COUNTY OF SALT LAKE §

The foregoing instrument was acknowledged before me by George A. Matthews, Jr.,

as Director of C.E.C. Industries Corp.

This 1st day of March, 19 95.

WITNESS my hand and official seal.

My commission expires:

11/21/98

Notary Public
RICHARD G. MATTHEWS
1132 South 500 West
Salt Lake City, Utah 84101
My Commission Expires
November 21, 1998
State of Utah

_____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

13

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 3rd day of Mar, 1995.

TRACT(S) #7

By: Mary Lucynde Kiefer

Tax ID or Social Security #: 497 60 7521

Address: 3855 Cherry Ridge Walk

Suwanee, GA 30174

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Georgia §

COUNTY OF Gwinnett §

The foregoing instrument was acknowledged before me by Mary Lucynde Kiefer.

This 3 day of March, 1995

WITNESS my hand and official seal.

My commission expires:

5-4-96

Notary Public

NOTARY PUBLIC EXPIRES GEORGIA MAY 4, 1996 PUBLIC HALL COUNTY

[redacted]RATIFICATION AND JOIN[redacted]OF UNIT AGREEMENT[redacted]

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 23 day of Feb., 1995.

TRACT(S) 7

By: Lynnie G. Sullivan

Tax ID or Social Security #: 528-28-2858

Address: 2599 E. Oak Hills Dr.

Layton, Utah 84040

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah §

COUNTY OF Davis §

The foregoing instrument was acknowledged before me by Lynnie G. Sullivan.

This 23 day of Feb., 19 95

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

REX C. BARBER
Notary Public
STATE OF UTAH
My Comm. Expires OCT 29, 1996
2252 S 1000 W SYRACUSE UT 84075

15

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 28th day of Feb., 1995.

TRACT(S) 7

By: _____

Tax ID or Social Security #: 529-09-2846

Address: Box 94 - 9328 U.S. Highway 189

LaBarge, WY 83123

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING §

§

COUNTY OF SUBLETTE §

The foregoing instrument was acknowledged before me by Walter C. Yose, Jr.

This 28th day of FEBRUARY, 19 95.

WITNESS my hand and official seal.

My commission expires:

13 DECEMBER 1997

_____

Notary Public

DARREN DAVISON
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires Dec. 13, 1997

[redacted]

[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

[redacted] [redacted] [redacted]

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 28 day of FEB., 1995.

TRACT(S) 7

By: Helen Tanner Trust John Tanner

Tax ID or Social Security #: 830355098

Address: Box 728

BIG PINEY, WY 83113

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada §

COUNTY OF Clark §

The foregoing instrument was acknowledged before me by John L Tanner

This 28th day of February 19 95

WITNESS my hand and official seal.

My commission expires:

12-22-96

Sylvia Jane Bush

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Sylvia Jane Bush
My Appointment Expires Dec. 22, 1996

17

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 27th day of Feb., 1995.

TRACT(S) 7

By: _____

Tax ID or Social Security #: 529-22-2789

Address: 584 Eleventh Ave.
Salt Lake City, UT 84103

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah §
§
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me by Joseph W. McGinnis, Jr.

This 27th day of February, 19 95.

WITNESS my hand and official seal.

My commission expires:

_____ _____
Notary Public

NOTARY PUBLIC
Donna Bartlett-Moore
310 South Main, Suite [redacted]
Salt Lake City, Utah [redacted]
My Commission Expires
September 1, 1[redacted]
STATE OF UTAH

18[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 27th day of Feb, 1995.

TRACT(S) 7

By: JoAnn Cannon

Tax ID or Social Security #: 528-52-3492

Address: 121 W. 560 So.

Orem, UT 84058

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah §

COUNTY OF Utah §

The foregoing instrument was acknowledged before me by JoAnn Cannon

This 27th day of Feb, 1995

WITNESS my hand and official seal.

My commission expires:

7-10-98 Geraldine S. Lamoreaux

Notary Public

GERALDINE S. LAMOREAUX
NOTARY PUBLIC - STATE of UTAH
77 NORTH STATE STREET
c/o FIRST SECURITY BANK OF UTAH
OREM, UTAH 24057
COMM. EXP. 7-10-98

19 79

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 6th day of May, 1995.

TRACT(S) 7

By: Patricia Davis

Tax ID or Social Security #: 528 30 6037

Address: P.O. Box 193

Bordeaux, Wy 82922

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming §

§

COUNTY OF Teton §

The foregoing instrument was acknowledged before me by Patricia Davis.

This 1 day of March, 1995.

WITNESS my hand and official seal.

My commission expires:

June 29, 1996

JULIE A. HODGES – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires June 29, 1996

Julie A. Hodges
Notary Public

[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 24th day of Feb, 1995.

TRACT(S) 7

By: Marie McGinnis Graves

Tax ID or Social Security #: 520-09-7290

Address: 2450 Cole Blvd

Individual Denver Co 80222

~~CORPORATE~~ *ACKNOWLEDGMENT*

STATE OF Colorado §

COUNTY OF Denver §

The foregoing instrument was acknowledged before me by Marie McGinnis Graves

as _____ of _____.

This 24th day of February 1995.

WITNESS my hand and official seal.

My commission expires:

2/16/98

Judith A Shelton

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Mills (Mesaverde) Unit Area, County of Sublette, State of Wyoming, dated May 12, 1993, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 21 day of Feb., 1995.

TRACT(S) 7

By: Kathryn C. Catalano

Tax ID or Social Security #: 520-28-7714

Address: 7085 S. Harrison St.
Littleton, CO 80122-2054

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,
as _____ of _____.

This _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____ _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado §
COUNTY OF Arapahoe §

The foregoing instrument was acknowledged before me by Kathryn C Catalano
This 21st day of February, 1995.

WITNESS my hand and official seal.

My commission expires:
5-15-95

Cynthia A. Wagner
Notary Public

NOTARY PUBLIC
CYNTHIA A. WAGNER
ARAPAHOE COUNTY
STATE OF COLORADO

[redacted] 2[redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 30 day of March, 1995.

TRACT(S) 7

By: Aaron H. McGinnis

Tax ID or Social Security #: 526 12 6678

Address: Fontenelle Circle HC 31F

Kemmerer Wyo 83101

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming §

§

COUNTY OF Lincoln §

The foregoing instrument was acknowledged before me by Aaron H. McGinnis.

This 30 day of March, 1995.

WITNESS my hand and official seal.

My commission expires:

11-16-95 Paula M. Forentchak

Notary Public

Paula M. Forentchak
Notary Public
County of
Lincoln
State of
Wyoming
My Commission Expires:
Nov. 16, 1995

23 83

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 6 day of March/1995.

TRACT(S) all of 1-2 H-6-7 (I think) ?

By: Marjorie Brawley

Tax ID or Social Security #: 560-38-3927

Address: Box 86

La Barge, WY 83123

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming §

§

COUNTY OF Lincoln §

The foregoing instrument was acknowledged before me by Marjorie Brawley

This 6th day of March, 1995.

WITNESS my hand and official seal.

My commission expires:

6-02-97 Toni Thoman

Notary Public

TONI THOMAN
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
6-02-97

[redacted]

[redacted]

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, assigns, or successors in interest.

EXECUTED this 24 day of Feb, 1995.

TRACT(S) 7

By: Mary Nell McGinnis

Tax ID or Social Security #: 357 12 4188

Address: P.O. Box 1341

Sequim Wa 98382

CORPORATE ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____,

as _____ of _____.

This _____ day of _____, 19___.

WITNESS my hand and official seal.

My commission expires:

_____ _____

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON §

§

COUNTY OF CLALLAM §

The foregoing instrument was acknowledged before me by Mary Nell McGinnis.

This 24 day of February, 1995.

WITNESS my hand and official seal.

My commission expires:

May 15, 1997 Pam Schindler

Notary Public Pam Schindler

PAM SCHINDLER NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES MAY 15, 1997

25 85

86

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

253292

RECORDED Aug. 7, 1995 1:15 p M
IN BOOK 102 pg 6 PAGE 816
FEES 12.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorlien

THIS AGREEMENT, made and entered into this 3rd day of April, 19 95, by and between Lillian Harrower, a widow, also known as Lillian E. Harrower

of Star Route, Kemmerer, Wyoming 83101, hereinafter called lessor (whether one or more), and Double Eagle Petroleum & Mining Company, P.O. Box 766, Casper, WY 82602, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more ********** dollars ($ 10.00+ ****) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of SUBLETTE, State of WYOMING, described as follows, to-wit:

Township 28 North, Range 112 West, 6th P.M.
Section 11: SW¼SE¼ Section 13: Lot 3, W½NW¼
Section 12: SW¼SW¼ Section 14: N½NE¼, SE¼NE¼
containing 316.64 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) 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 3rd day of April, 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 First National Bank, at Pinedale, WY 82941, (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of Three hundred, sixteen and 64/100's DOLLARS ($ 316.64), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations ~~to growing crops~~ on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

~~10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or 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 whether~~

exclude such non-prod[redacted]ions. The forming or reforming of any unit shall be [redacted] by lessee executing and [redacted] or reformed to conform to the information which dec[redacted]ll 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 the 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 severed by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. See Addendum attached hereto and by this reference made a part hereof.

WHEREOF witness our hands as of the day and year first above written.

Lillian Harrower

Lillian Harrower, a widow,
aka Lillian E. Harrower

520-22-5832
Social Security No.

INDIVIDUAL, Wyoming, Montana, Colorado

STATE OF Wyoming
COUNTY OF Sweetwater } ss.

On this 18th day of April, 1995, before me personally appeared Lillian E. Harrower

me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same a free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 18th day of April, 1995

commission expires:
May 26, 1996

Notary Public for the State of Wyoming
Rock Springs, Wy

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE, Wyoming, Montana, Colorado

On this _____ day of _____, 19 ____, before me personally appeared _____

e personally known, who, being by me duly sworn, did say that he is the _____ President (or Secretary) of _____

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

iven under my hand and seal this _____ day of _____, 19 ____.

ommission 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 April 3, 1995, by and between Lillian Harrower, a widow, aka Lillian E. Harrower, Lessor, and Double Eagle Petroleum & Mining Company, Lessee.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and GAs Lease, it shall be this reference be amended to read Fifteen percent (15%). Lessor shall not bear any "on lease" transportation or processing costs.

2. Subject to the other provisions herein contained, three years after the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing in paying quantities. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for a well capable of producing in paying quantities, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. If at the expiration of the three year period after expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. Lessee shall record a release as to all lands not covered by the accepted lands herein described.

3. Lessee shall have the right to unitize, pool or combine all or any part of land subject to this lease as to one or more of the formations thereunder with other lands in the same general area by entering into an agreement for the waterflooding or other recovery operations involving the introduction of extraneous forms of energy into any pool, repressurizing or pressure-maintenance operations, or recycling or recycling operations. The terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such agreement, and particularly all drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement. In the event the land described in this lease or any part thereof shall hereafter be operated under any such agreement, and the agreement provides for allocation of unitized production to different portions of the land covered by the agreement in accordance with a procedure set forth in the agreement, then the production allocated under the agreement to the lands covered by this lease, or any 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.

4. In the event, at the expiration of the primary term, this lease is being maintained solely by shut-in gas well or wells, Lessee shall have three (3) years, hereincalled "shut-in period", in which to make pipeline connections for production or marketing of gas. During the shut-in period, it shall be considered that gas is being produced from the leased premises in paying quantities so long as Lessee is paying shut-in royalty as heretofore provided.

5. It is expressly understood that this lease permits "mining" of oil, gas and associated hydrocarbons as defined in the attached lease; but is not intended to cover gold, jade, uranium or other minerals except for oil, gas, helium carbon dioxide and associated hydrocarbons.

6. In the event of drilling operations, lessee agrees to consult with surface owner as to the locations for roads, structures, storage tanks and pipelines.

7. Upon the written request of the surface owner or grazing tenant, Lessee hereby agrees to fence all mud, slush, sump or other surface pits used in Lessee's operations upon the leased premises, capable of turning cattle.

8. Lessee shall pay surface owner a reasonable amount for and/or repair all damages caused by its operations hereunder to livestock, growing crops, fences, buildings, and spring wells for homesteads and livestock.

9. Upon abandonment of any well drilled upon the leased premises, Lessee shall remove all equipment and fixtures placed thereon within 90 days after abandonment or as reasonably practical thereafter. Further, after such abandonment, Lessee shall restore such well site, roads, and other sites necessary for such operations, as nearly as is reasonably possible to the condition that existed immediately prior to such operations.

10. Lessee agrees that no refinery or gasoline compression plant may be built upon the leased premises without the written permission of the surface owner and reasonable compensation therefore, however, this shall not preclude Lessee from installing tank batteries and/or other usual and customary facilities necessary for the production of oil and gas.

11. Lessee shall be responsible for, and defend, indemnify and hold Lessor, and any heirs, successors and assigns of Lessor, harmless from any and all liability or injuries to any property or persons arising out of, caused by, or related to any oil and gas operations.

12. Notwithstanding anything to the contrary in this lease, Lessee shall pay Lessor in compliance with all Wyoming Statutes including those contained in Title 30, Chapter 5.

Signed for identification:

Lillian Harrower

Lillian Harrower, a widow
aka Lillian E. Harrower

90

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-128718

Lease Effective Date
(Anniversary Date)
3/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

BASELINE MINERALS, INC.
1645 COURT PLACE, SUITE 422
DENVER, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 30N - RANGE 114W, 6th P.M. Sec. 31: E2NE, NESE CONTAINING 120.00 ACRES, M/L SUBLETTE COUNTY, WY 253457 RECORDED Aug. 18 19 95 10:00 AM IN BOOK 102 PAGE 90 FEES 8.00 COUNTY CLERK SUBLETTE COUNTY CLERK By Cathy Saxton ** SEE ATTCHED RIDER	100%	100%	-0-	3% of 8/8ths**	-0-

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved 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

Assig[redacted]in expressly excepts, reserves [redacted]ins an overriding royalty intere[redacted] of 3% [illegible]s of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 8/2/95

State of Wyoming
County of Natrona } :ss.

The foregoing instrument was acknowledged before me by

R. K. O'Connell

this 2nd day of August 1995

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 2nd day of August, 1995

Name of Assignor as shown on current lease R. K. O'CONNELL
Please type or print

Assignor
or
Attorney-in-fact (Signature)

P.O. Box 2003
(Assignor's Address)

Casper, WY 82602-2003
(City) (State) (Zip Code)

SS #012-14-8841

Executed this 4th day of August, 1995

Joseph W. Thames, President
Baseline Minerals, Inc.

Assignee
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.

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between Karen Sue Luce Davis, a married woman dealing in her sole and separate property, Benny James, aka Benny James Davis and Bradley Reece Davis 160 West 600 North Farmington, UT 84025 as Lessor (whether one or more), and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 30 North, Range 114 West, 6th P.M.
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NW¼, NW¼SW¼

RECORDED Aug 18 10 95 10:00AM
IN BOOK 102 PAGE 192
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

253458

*All references made to the term one-eighth (1/8th) royalty contained in this lease form are hereby modified to read a royalty of one-sixth (1/6th).

in the County of Sublette, State of Wyoming, containing 200.000 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Mountain America Credit Union at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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 after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority ing jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee l 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 pre s 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 after be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may term 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-c ance of interests.

[redacted] [redacted] [redacted]

7. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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 herein-above named as Lessor.

WITNESSES AND/OR ATTESTATIONS:

_____

_____

_____

_____

LESSOR (WHETHER ONE OR MORE)

SS NO. OR TAX ID

X Karen Sue Luce Davis 520-58-2185

Karen Sue Luce Davis, indivudually and as natural parent and guardian of Benny James Davis, and Bradley Reece Davis

_____ _____

ACKNOWLEDGEMENTS

STATE OF Utah }
County of Salt Lake } S.S.

INDIVIDUAL
(For use in all states)

On this 20th day of January, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Karen Sue Luce Davis, individually and as natural parent and guardian of Benny James Davis, and Bradley Reece Davis 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 12-5-1995

Deborah L. Clark
Notary Public

Address: 2415 Lamborn Ave
Salt Lake City, Utah 84109

NOTARY PUBLIC
INDIVIDUAL DEBORAH L. CLARK
(For use in all states) 4501 South 2700 West
Salt Lake City, Utah 84119
My Commission Expires
December 5, 1995
STATE OF UTAH

STATE OF _____ }
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that 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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 19 95, between Enger S. Lundershausen a married woman dealing in her sole and separate property, 2459 S.E. TV Hwy #358, Hillsboro, OR 97123 as Lessor (whether one or more), and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

* See Exhibit "A" attached hereto and incorporated by this reference.

253459
RECORDED Aug 18, 1995 10:00AM
IN BOOK 102 OF 26 PAGE 94
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sanders

In the County of Sublette, State of Wyoming, containing 628.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in BANK OF AMERICA P.O. Box 3348 Portland, OR. 97208 at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

Charidy L Paulson

LESSOR (WHETHER ONE OR MORE)

X Enger S. Lundershausen
Enger S. Lundershausen

SS NO. OR TAX ID

520-52-8231

ACKNOWLEDGEMENTS

STATE OF Oregon
County of Washington } S.S.

OFFICIAL SEAL
TIPHANEY HARTMANN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044713
MY COMMISSION EXPIRES JUNE 19, 1999

INDIVIDUAL
(For use in all states)

On this 24th day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Enger S. Lundershausen 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 June 19, 1999

Tiphaney Hartmann
Notary Public

STATE OF _____
County of _____ } S.S.

Address: _____

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

RECORDING INFORMATION

STATE OF _____
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification: Enger S. Lunderhausen

Enger S. Lunderhausen

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 15th day of June, 19 95, between The Fear Family Trust c/o the Rock Springs National Bank
P.O. Box 769
Rock Springs, WY 82902
and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, CO 80202 as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th, P.M.
Section 3: S½SE¼

All reference to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

253460

RECORDED Aug. 18, 1995 10:00 AM
IN BOOK 109 PAGE 97
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

in the County of Sublette, State of Wyoming, containing 80.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate at the wellhead market 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in The Rock Springs National Bank P.O. Box 880 Rock Springs, WY 89202-0880 at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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.

Rlsd. BK 117 0+6 pg 27 1/16/01

7. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

_____

_____

_____

_____

LESSOR (WHETHER ONE OR MORE)

X Sanford K Smith

Rock Springs National Bank,
Successor Trustee for the Fear Family Trust,
by: Sanford K Smith

SS NO. OR TAX ID

83-6004592

_____

ACKNOWLEDGEMENTS

STATE OF Wyoming
County of Sweetwater } S.S.

INDIVIDUAL
(For use in all states)

On this 18th day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Sanford K. Smith 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 TERESA NOBLE - NOTARY PUBLIC COUNTY OF SWEETWATER STATE OF WYOMING MY COMMISSION EXPIRES JULY 18, 1998

Teresa Noble
Notary Public

Address: _____

STATE OF _____
County of _____ } S.S.

INDIVIDUAL
(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

RECORDING INFORMATION

STATE OF _____
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

[redacted] [redacted] [redacted]

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 19 95, between Penny D. Chrisman a single woman
435 West 57th, #A7B
New York, New York 10019
and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202
as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

253461

RECORDED Aug. 18, 19 95 10:00 AM
IN BOOK 102 626 PAGE 99
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

* See Exhibit "A" attached hereto and incorporated by this reference.

in the County of Sublette, State of Wyoming, containing 626.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate at the wellhead market 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in KEY CORP BANK, c/o Sharon Tracy
at 3565 Harrison Blvd. Ogden, UT 84403
or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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 paid by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE) **SS NO. OR TAX ID**

X Penny D. Chrisman — 582044857 3

Penny D. Chrisman

ACKNOWLEDGEMENTS

STATE OF N Y
County of N Y } S.S.

INDIVIDUAL
(For use in all states)

On this 19th day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Penny D. Chrisman

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 [illegible] VERONICA M. STONE NOTARY PUBLIC, State of New York No. 01ST4991615 Qualified in Kings County Commission Expires July 23, 1996

Veronica M Stone
Notary Public

Address: 1995 Bway, N.Y.N.Y. 10023

STATE OF
County of } S.S.

INDIVIDUAL
(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

RECORDING INFORMATION

STATE OF
County of } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification: Penny D. Chrisman

Penny D. Chrisman

102

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 19 95, between Lou W. Johnson and Pamela C. Johnson husband and wife
1267 East 5425 South
Ogden, UT 84403
as Lessor (whether one or more), and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

253462

RECORDED Aug. 18, 1995 10:00 AM
IN BOOK 102 M+G PAGE 102
FEES 10.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

* See Exhibit "A" attached hereto and incorporated by this reference.

in the County of Sublette, State of Wyoming, containing 628.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Bank of Utah at 3990 Washington Blvd., Ogden, UT 84403 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

_____

_____

_____

_____

LESSOR (WHETHER ONE OR MORE) | **SS NO. OR TAX ID**

X Lou W. Johnson — 529-56-7560
Lou W. Johnson

X Pamela C. Johnson — 520-48-1886
Pamela C. Johnson

ACKNOWLEDGEMENTS

STATE OF Utah }
County of Weber } S.S.

INDIVIDUAL
(For use in all states)

On this 20th day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Lou W. Johnson and Pamela C. Johnson 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
JUDY BLAU
5972 South 3975 West
Roy, Utah 84067
My Commission Expires
October 6, 1996
STATE OF UTAH

Judy Blau
Notary Public

Address: _____

STATE OF _____ }
County of _____ } S.S.

INDIVIDUAL
(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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification:

Pamela C. Johnson

Lou W. Johnson

[redacted] [redacted] [redacted]

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 19 95, between Julie S. McInnis
217 Bodine Drive
Evanston, WY 82930
as Lessor (whether one or more), and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202
as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

* See Exhibit "A" attached hereto and incorporated by this reference.

253463
RECORDED Aug. 18, 19 95 10:00 AM
IN BOOK 102 MISC PAGE 105
FEES 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK BY Cathy Sanders

in the County of Sublette, State of Wyoming, containing 626.56 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in KEY BANK OF WYOMING, 18th Street & Carey Ave.
at Cheyenne, WY 82003
or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

_____

_____

_____

_____

LESSOR (WHETHER ONE OR MORE) | **SS NO. OR TAX ID**

X Julie S. McInnis — 520-52-8230

Julie S. McInnis

_____ — _____

ACKNOWLEDGEMENTS

STATE OF Wyoming }
County of Uinta } S.S.

INDIVIDUAL
(For use in all states)

On this 10 day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Julie S. McInnis 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.

Carol J. Clark
Notary Public

Notary Public
Uinta County
My Commission Expires
Oct. 3, 1998

My Commission Expires _____

Address: _____

STATE OF _____ }
County of _____ } S.S.

INDIVIDUAL
(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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification: Julie S. McInnis

Julie S. McInnis

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 19 95, between
Frank W. Sears
P.O. Box 33
Opal, WY 83124
as Lessor (whether one or more),
and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202,
as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

* See Exhibit "A" attached hereto and incorporated by this reference.

253464
RECORDED Aug. 18, 1995 10:00a M
IN BOOK 108 MISC PAGE 108
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

in the County of Sublette, State of Wyoming, containing 828.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in
Key Bank of Wyoming 801 Pine Ave. Kemmerer, WY 83101
at
or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate severed by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

Sandra L Bustos

LESSOR (WHETHER ONE OR MORE)

X Frank W Sears
Frank W. Sears

SS NO. OR TAX ID

520-52-8232

ACKNOWLEDGEMENTS

STATE OF Wyoming
County of Lincoln } S.S.

INDIVIDUAL
(For use in all states)

On this 14th day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Frank W. Sears 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 11-16-95

Notary Public

Stacy A. Werner
County of Lincoln
My Commission Expires
Notary Public
State of Wyoming
Nov. 14, 1998

Address:

STATE OF
County of } S.S.

INDIVIDUAL
(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

RECORDING INFORMATION

STATE OF
County of } S.S.

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

By
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification: Frank W. Sears

Frank W. Sears

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between Frank E. Sears, Jr. Revocable Trust, u/a/d December 29, 1992
Frank E. Sears, Jr. Trustee
1321 3rd West Avenue Kemmerer, WY 83101
and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

253465

RECORDED Aug. 8 1995 10:00AM
IN BOOK 102 O&G PAGE 111
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sadler

*** See Exhibit "A" attached hereto and incorporated by this reference.**

In the County of Sublette, State of Wyoming, containing 628.680 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in the checking account of Frank E. Sears Account number 7010069735 at Key Bank of Wyoming 801 Pine Ave Kemmerer, WY 83101 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

Sandy Keeton

Ellen Peterson

LESSOR (WHETHER ONE OR MORE)

X Frank E Sears Jr

Frank E. Sears, Jr. Revocable Trust, u/a/d December 29, 1992
Frank E. Sears, Jr. Trustee

SS NO. OR TAX ID

520-07-3931

ACKNOWLEDGEMENTS

STATE OF Wyoming }
County of Lincoln } S.S.

On this 30 day of June 95, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Frank E. Sears, Jr. Trustee, Frank E. Sears, Jr. Revocable Trust, u/a/d December 29, 1992 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 11-16-95

Paula M Terentchak
Notary Public

Address: Kemmerer, Wyoming

Paula M. Terentchak — Notary Public — County of Lincoln — State of Wyoming — My Commission Expires Nov. 16, 1995

INDIVIDUAL
(For use in all states)

STATE OF _____ }
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ 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

INDIVIDUAL
(For use in all states)

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification:

Frank E. Sears, Jr., Trustee for the
Frank E. Sears, Jr. Revocable Trust,
u/a/d December 29, 1992.

EXXON

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Gilbert Morton Peter, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

GILBERT MORTON PETER and MARLENE DIANN PETER or SUCCESSORS, TRUSTEES OF THE PETER FAMILY TRUST u/d/t January 6, 1992

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

DO 26191, DRY PINEY UNIT A/WELL 1-4-10/C-759
T27N, R114W, 6TH PM
SEC 9: E/2 NW/4, NE/4, N/2 SE/4, SE/4 SE/4; SEC 10: NW/4, S/2 NE/4, NW/4 SW/4, E/2 SW/4, SE/4, SW/4 SW/4; SEC 11: W/2 SW/4; SEC 14: S/2, NW/4, SW/4 NE/4; SEC 15: NE/4, E/2 NW/4, NW/4 NW/4, SE/4, NE/4 SW/4; SEC 22: NE/4 NE/4; SEC 23: SW/4 NE/4, NW/4, NW/4 NE/4.

DO 31260Z, DRY PINEY UNIT #22 (BEAR RIVER)
T27N, R114W
NW/4, S/2 NE/4, N/2 SW/4, SE/4 SW/4, SE/4 SEC 10; W/2 SW/4 SEC 11; W/2, SE/4, SW/4 NE/4 SEC 14; AND NE/4, NE/2 NW/4, SE/4 NW/4 SEC 15 (ALL WITHIN EXISTING PARTICIPATING AREAS OF THE DRY PINEY UNIT) N/2 NE/4 SEC 10; N/2, E/2 SW/4, SE/4 SEC 11; W/2 NW/4, NW/4 SW/4 SEC 12; N/2 NE/4, SE/4 NE/4 SEC 14; AND SW/4 NW/4 SEC 15 (ALL OUTSIDE PARTICIPATING AREAS WITHIN THE DRY PINEY UNIT); INSOFAR AS SAID LANDS COVER THE BEAR RIVER FORMATION IN THAT INTERVAL BETWEEN 8116' SUBSURFACE AND TD (8550') IN THE DRY PINEY UNIT WELL #22 LOCATED 1529' FWL AND 1734' FNL (SE/NW) SEC 10, 27N, 114W.

DO 34292Z, DRY PINEY UNIT/NUGGETT/PA
LOTS 3 & 4, S/2 NW/4, NW/4 SW/4, SW/4 NE/4, E/2 SW/4, W/2 SE/4 SEC 4; NE/4, NE/4 SE/4, SE/4 SE/4, SEC 9; W/2 SW/4, SW/4 NW/4, NW/4 NW/4, E/2 SW/4 SEC 10; AND N/2 NW/4 SEC 15 T27N, R114W, CONTAINING 959.47 ACRES.

DO 41142, DRY PINEY UNIT BEAR RIVER P/AB
T27N, R114W, SW/4, W/2 SE/4, SW/4 NE/4, SW/4 NW/4, & S/2 SE/4 NW/4 SEC 10

DO 41142, DRY PINEY UNIT # 17
T27N R114W, SEC 9; NE/4

DO 46428, GRAPHITE UNIT MADISON P/A A TR 2
SW/4 NW/4 SEC. 15, T-27-N, R-114-W, 6TH P.M.

ALL OF THE ABOVE PROPERTIES ARE LOCATED IN SUBLETTE COUNTY WYOMING.

253517

FILED Aug 22, 1995 12:55 PM
BOOK 102 OF 6 PAGE 114
$ 12.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

[redacted] [redacted] [redacted]

Witness my hand this 15 day of August 1995

Robert M. Smith

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN LUIS OBISPO)

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

✓ Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 15 day of August, 1995.

ASSIGNEES

Robert L. Smith Marlene D. Peters

Address

349 Fresno Avenue
Morro Bay, California 93442

[redacted] [redacted] [redacted]

MID-STATE BANK
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SAN LUIS OBISPO

On August 15, 1995 *Date* before me, KIMBERLY L HICKOK, NOTARY PUBLIC , personally appeared *Name, Title of Officer*

Gilbert M Peter *Name(s) of Signer(s)*

[ ] personally known to me - OR - [X] 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.

KIMBERLY L. HICKOK
COMM. #1053862
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires Mar. 26, 1999

Kimberly L Hickok
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

[X] Individual
[ ] Corporate Officer

Title(s)

[ ] Partner(s) [ ] Limited [ ] General

[ ] Attorney-in-Fact
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Overriding Royalty Affecting United States Oil & Gas Leases
Title or Type of Document

3
Number of Pages

8-15-95
Date of Document

Signer(s) Other Than Names Above

Absent Signer (Principal) is Representing:
Name of Person(s) or Entity(s)

ADM-005 (08/94)

Error

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Gilbert Morton Peter, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

GILBERT MORTON PETER and MARLENE DIANN PETER or SUCCESSORS, TRUSTEES OF THE PETER FAMILY TRUST u/d/t January 6, 1992

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

DRY PINEY UNIT THIRD REVISION FRONTIER PARTICIPATING AREA A
SUBLETTE COUNTY WYOMING

USA W-92223 — Township 27 North, Range 114 West
Section 10: NW, S2NE, NWSW, E2SW, SE
Section 11: W2SW
Section 14: S2, NW, SWNE
Section 15: NE, E2NW, NWNW
1400.00 Acres

USA W-51101 — Township 27 North, Range 114 West
Section 9: E2NW, NE, N2SE, SESE
Section 10: SWSW
400.00 Acres

USA W-92222 — Township 27 North, Range 114 West
Section 15: SE, NESW
200.00 Acres

USA W-034924 — Township 27 North, Range 114 West
Section 23: SWNE
40.00 Acres

USA W-034930 — Township 27 North, Range 114 West
Section 22: NENE
Section 23: NW, NWNE
240.00 Acres

253518

RECORDED Aug. 22, 1995 12:55pm
BOOK 109 O+G PAGE 118
FEE 12.00 Mary L. Gough COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

DRY PINEY UNIT FOURTH REVISION NUGGET PARTICIPATING AREA
SUBLETTE COUNTY WYOMING

USA W-8140 — Township 27 North, Range 114 West
Section 4: Lots 3, 4, S2NW, SWNE
199.47 Acres

[redacted] [redacted] [redacted]

USA W-51101 — Township 27 North, Range 114 West
Section 4: E2SW, W2SE, NWSW
Section 9: NE, E2SE
Section 10: SWSW
480.00 Acres

USA W-92223 — Township 27 North, Range 114 West
Section 10: W2NW, N2SW, SESW
Section 15: N2NW
280 Acres

Witness my hand this 15 day of August 1995

Grant M. Smith

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

____✓____ Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 15 day of August, 1995.

ASSIGNEES

Address

349 Fresno Avenue
Morro Bay, California 93442

[redacted] [redacted] [redacted]

MID-STATE BANK
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SAN LUIS OBISPO

On August 15, 1995 *Date* before me, KIMBERLY L HICKOK, NOTARY PUBLIC , personally appeared *Name, Title of Officer*

Gilbert M Peter *Name(s) of Signer(s)*

[ ] personally known to me - **OR** - [X] 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.

KIMBERLY L. HICKOK
COMM. #1053862
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires Mar. 26, 1999

Kimberly L Hickok
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

[X] Individual
[ ] Corporate Officer

Title(s)

[ ] Partner(s) [ ] Limited [ ] General

[ ] Attorney-in-Fact
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of overriding Royalty Affecting United States Oil & Gas Leases
Title or Type of Document

+3
Number of Pages

8-15-95
Date of Document

Signer(s) Other Than Names Above

Absent Signer (Principal) is Representing:
Name of Person(s) or Entity(s)

ADM-005 (08/94)

next

122

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES
W-92223

KNOW ALL MEN BY THESE PRESENTS THAT Gilbert Morton Peter, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

GILBERT MORTON PETER and MARLENE DIANN PETER or SUCCESSORS, TRUSTEES OF THE PETER FAMILY TRUST u/d/t January 6, 1992

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

Federal Serial Number - W-92223
Township 27 North, Range 114 West, 6th P.M.
Section 10: N/2, N/2SW/4, SE/4SW/4, SE/4
Section 11: All
Section 12: W/2NW/4, NW/4SW/4
Section 14: All
Section 15: N/2
Containiong 2,320.00 acres, m/l
Sublette County, Wyoming

Witness my hand this 15 day of August, 1995

Gilbert M. Peter

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

253519

RECORDED Aug. 22, 1995 12:55PM
IN BOOK 122 Pg 16 PAGE 122
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarton

[redacted] [redacted] [redacted]

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY
UNDER UNITED STATES OIL AND GAS LEASES
W-92223

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

   ✓ Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

   Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 15 day of August, 1995.

ASSIGNEES

Albert M. Sutter

Marlene R. Sutter

Address

349 Fresno Avenue
Morro Bay, California 93442

MID-STATE BANK
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SAN LUIS OBISPO

On August 15, 1995 before me, KIMBERLY L HICKOK, NOTARY PUBLIC , personally appeared
Date *Name, Title of Officer*

Gilbert M Peter
Name(s) of Signer(s)

,[ ] personally known to me - **OR** - [X] 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.

KIMBERLY L. HICKOK
COMM. #1053862
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires Mar. 26, 1999

Kimberly L Hickok
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

[X] Individual
[ ] Corporate Officer

Title(s)

[ ] Partner(s) [ ] Limited [ ] General

[ ] Attorney-in-Fact
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

Absent Signer (Prinelpal) is Representing:
Name of Person(s) or Entity(s)

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Overriding Royalty Affecting United States
Title or Type of Document

1
Number of Pages

8-15-95
Date of Document

Signer(s) Other Than Names Above

ADM-005 (08/94)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Gilbert Morton Peter, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

GILBERT MORTON PETER and MARLENE DIANN PETER or SUCCESSORS, TRUSTEES OF THE PETER FAMILY TRUST u/d/t January 6, 1992

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

D. O. NUMBER:	0991572
OPERATOR NAME:	MOBIL OIL CORPORATION
PROPERTY NAME:	HOGSBACK UNIT A TR 5
LOCATION DESC:	SW/4 SW/4 AND NE/4 NW/4 SECTION 12-T27N-R114W, 6TH P. M.
COUNTY, STATE	SUBLETTE, WYOMING

Witness my hand this 15 day of August, 1995

Gilbert M Peter

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

253520

RECORDED Aug 22 1995 12:55 PM
BOOK 102 PAGE 125
FEES 10.00 Mary L. Lowry COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacton

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

____✓____ Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 15 day of August, 1995.

ASSIGNEES

Address
349 Fresno Avenue
Morro Bay, California 93442

[redacted] MID-STATE BANK [redacted]

CALIFORNIA ALL-PUR[redacted]CKNOWLEDGMENT

State of CALIFORNIA

County of SAN LUIS OBISPO

On August 15, 1995 *Date* before me, KIMBERLY L HICKOK, NOTARY PUBLIC , personally appeared *Name, Title of Officer*

Gilbert M. Peter *Name(s) of Signer(s)*, [ ] personally known to me - **OR** - [X] 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.

KIMBERLY L. HICKOK
COMM. #1053862
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires Mar. 26, 1999

WITNESS my hand and official seal.

Kimberly L Hickok
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

[X] Individual
[ ] Corporate Officer

Title(s)

[ ] Partner(s) [ ] Limited [ ] General

[ ] Attorney-in-Fact
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

Absent Signer (Principal) is Representing:
Name of Person(s) or Entity(s)

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Overriding Royalty Affecting ~~Utah~~ United States Oil & Gas Leases
Title or Type of Document

1
Number of Pages

8-15-95
Date of Document

Signer(s) Other Than Names Above

128

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136830

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
   Street 7128 S Poplar Ln
   City, State, Zip Code Englewood, CO 801121635

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 Green Piney Unit
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030ON R. 111OW 06th Meridian WY State Sublette County

Sec. 004 LOTS 1-3;
004 S2N2 S2;
005 LOTS 2-4;

253547

RECORDED Aug. 23, 1995 4:00 PM
IN BOOK 108 O+G PAGE 128
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Total acres in lease 719.680
Rental retained $ 1979.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Joe Valdez
(Signing Officer)

Land Law Examiner
(Title)

AUG 09 1995
(Date)

EFFECTIVE DATE OF LEASE SEP 01 1995

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted] States or of any public domain [redacted] leased 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 or net 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 lessee shall hold lessor harmless from all claims for damage or harm to persons or property as a result of lessee 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 require that production be 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, [redacted] 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 times 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 required 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.

130

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 APR 19 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.
WYW-129702

Lease Effective Date (Anniversary Date)
August 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

This record title assignment is for: *(Check one)* ☒ 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
Situated in Sublette County, Wyoming T. 31 N. - R. 111 W., 6th P.M., WY Sec. 2: SW/4NW/4, NW/4SW/4 Sec. 11: S/2NW/4 Sec. 13: S/2N/2, N/2SW/4, SE/4SW/4, SE/4. Containing 600.00 acres, more or less. This Assignment is made subject to the Letter Agreement dated February 28, 1995, between the parties hereto, which includes a reassignment provision.	100%	100%	NONE	5% of 8/8ths	NONE

253548

RECORDED Aug 23, 1995 4:00 PM
IN BOOK 102 OF 046 PAGE 130
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAY 01 1995

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JUL 27 1995
(Date)

Part A.(Continue [redacted] ITIONAL SPACE for Names and addresses of ad[redacted]nces in Item No. 1, if needed, or for Land Des[redacted]n 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 royalti[illegible] (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 28th day of February, 19 95

Name of Assignor as shown on current lease John P. Strang
(Please type or print)

Assignor John P Strang
or (Signature)
Attorney-in-fact _____
(Signature)

35 Sutton Place
(Assignor's Address)

New York, NY 10022-2464
(City) (State) (Zip Code)

Executed this 12 day of April, 19 95

Shama Zoe Limited Partnership

Assignee Gilman A. Hill
or (Signature)
Attorney-in-fact _____
(Signature)

Gilman A. Hill, General Partner

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

132

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 APR 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 28th day of February 1995, before me appeared John P. Strang, a single man, to me personally known, who, being duly sworn did say that the foregoing and attached instrument was voluntarily signed by him and he acknowledged said instrument to be his free act and deed.

Given under my hand and official seal, this 28th day of February 1995.

Elizabeth W. Powers
Notary Public
Elizabeth W. Powers

ELIZABETH W. POWERS
NOTARY PUBLIC, State of New York
No. 31-4884454
Qualified in New York County
Commission Expires 1/5/98

My commission expires:

January 5, 1997

[redacted] [redacted] WELLS: State [redacted]6

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment"), dated effective as of August 1, 1995 at 7:00 a.m., local time (the "Effective Date"), is from BASIN EXPLORATION, INC., a Delaware corporation, Suite 1800, 370 17th Street, Denver, Colorado 80202 and BASIN GAS LTD., a Colorado limited partnership, Suite 1800 370 17th Street, Denver, Colorado 80202 (collectively, "Assignor") to Karen Ralston Slade P.O. Box 759, Euless, TX 76039 ("Assignee").

Return to:EBCO U.S.A.,Inc. P.O. Box 22177 Oklahoma City,OK 73123

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignee, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the following (all of which are herein called the "Interests"):

1. All of Assignor's right, title and interest in and to the leases described in Exhibit B attached hereto, limited to the lands described in Exhibit B (the "Land") and to all formations owned by Assignor unless specifically limited by Exhibit B (the "Assigned Formations");

2. All of Assignor's right, title and interest in and to the wells described on Exhibit A attached hereto (the "Wells") together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, situated on the Wells or the Land on August 1, 1995 and used in connection with the production, injection, treatment, sale or disposal of hydrocarbons from the Wells and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, pumps, motors, machinery, field separators and liquid extractors, gathering systems, and all other appurtenances thereunto belonging;

3. All rights of Assignor in, to and under all agreements, including without limitation pooling or unit agreements, operating agreements, oil and gas sales, purchase, gathering and/or processing agreements, leases, permits, pooling declarations, rights-of-way, easements, licenses, options and orders insofar only as they relate to the Wells, Land and Assigned Formations;

4. All production from the wellbore of the Wells from the Effective Date forward;

5. All rights of Assignor to claim revenues or gas resulting from any underproduction attributable to Assignee's interests in the Wells; and

6. All well files and other files and records of Assignor relating specifically and only to the Wells, but excluding any valuations, interpretive material or privileged information.

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations not specifically described in Exhibits A and B, and the right of joint use of any agreements or other rights or interests assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained

253573

RECORDED Aug. 25, 1995 11:00 AM
IN BOOK 102 OF 6 PAGE 133
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

LOT NO. 244

by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor. Further, Assignee agrees to deliver to Assignor any consent needed by Assignor for the conduct of any operation necessary or appropriate in Assignor's judgment for the exercise of the rights retained by Assignor; provided, that Assignor agrees not to exercise such rights in a manner which will impair Assignee's ability to continue to produce reserves attributable to the Wells.

To the extent that any of the Land is contained within a spacing unit which contains an undrilled location or an existing well which is not described on Exhibit A, the assignment of Assignor's interest in the Well and Land contained within such spacing unit does not include any right to participate, or any ownership interest, in the undrilled location, it being the intent of the parties to convey to Assignee only Assignor's interest in the Wells described in Exhibit A. The parties agree to execute segregation agreements as appropriate to segregate their respective interests in spacing units covering both the Lands and lands and leasehold interests retained or owned by Assignor. However, to the extent a single payment is to be made to a lessor or other third party under a lease or agreement owned in part by both Assignor and Assignee, Assignor shall have the sole right and responsibility to make such payment, and Assignee shall pay to Assignor its proportionate share of such payment promptly upon receipt of invoice. Assignor shall not have any liability to Assignee for failure to make any such payments timely or properly unless such failure is due to intentional misconduct of Assignor.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, subject to the following terms and conditions:

1. Assignee agrees that it has inspected the Wells, Land, files and other properties comprising the Interests and that it accepts the same in their present condition. This Assignment is accepted subject to, and Assignee assumes and agrees to perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, under or relating to the Interests including but not limited to any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, or any ad valorem, severance or other taxes levied upon the Wells, Leases or Lands or the production therefrom or the equipment or property thereon, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) arising out of all laws and governmental regulations or orders relating to the Interests including, but not limited to, the lawful plugging and abandonment of the Wells and the restoration of the surface of the Land as nearly as possible to its pre-lease condition, whether or not any of the foregoing liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period prior to, during, or after, or in connection with, Assignor's ownership or operation of the Interests. Without limitation of the foregoing, Assignee assumes and agrees to perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence or any other act or omission of Assignor, its employees, agents or contractors. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its directors, officers, partners, employees, agents and representatives and each of them, harmless from and against, and hereby releases them from, any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to

any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Interests subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

3. 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. Assignor and Assignee have each retained a counterpart of this Assignment with a complete Exhibit A and B.

4. Separate assignments of the Interests may be executed on approved forms by Assignor to Assignee, in sufficient counterparts, to satisfy applicable statutory and governmental requirements. Such separate assignments shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in said separate assignments and such separate assignments shall not modify any of the terms, covenants and warranties herein set forth and shall not create any additional covenants and warranties of or by Assignor to Assignee. The Interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein and said separate assignments when taken together with this Assignment and Bill of Sale shall be deemed to constitute one conveyance and assignment.

Executed as of the Effective Date set forth above.

ASSIGNORS:

BASIN EXPLORATION, INC.

ATTEST:
Secretary, Howard L. Boigon

By: Dan L. Schwartz
Title: Vice President of Land

BASIN GAS LTD.,
BY: BASIN EXPLORATION, INC., its General Partner

ATTEST:
Secretary, Howard L. Boigon

By: Dan L. Schwartz
Title: Vice President of Land

ATTEST:

Secretary

ASSIGNEE:

Karen Ralston Slade

KAREN RALSTON SLADE
By:
Title:

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me this 20th day of June, 1995 by Dan L. Schwartz as Vice President of Basin Exploration, Inc., a Delaware corporation, in its own behalf and as General Partner of Basin Gas Ltd., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: 2/2/99

JULIE PULGER NOTARY PUBLIC STATE OF COLORADO

Julie Pulger
Notary Public
370-17th Street, Suite 1800
Denver, CO 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

CORPORATE OR ATTORNEY-IN-FACT ACKNOWLEDGMENT

The foregoing instrument was ~~acknowledged~~ before me this ____ day of _____, 1995 by _____ as _____ of _____, a _____.

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of July, 1995, by Karen Balston Slade.

Witness my hand and official seal.

My commission expires:
May 29, 1996

LINDA THOMPSON NOTARY PUBLIC STATE OF COLORADO

Linda Thompson
Notary Public

Exhibit "A"

Well Name		Spot	Sec	TWN	RGE	Formation Limitation
STATE Y 33-36		NWSE	36	27N	112W	Surface to 9,663 ft.

STATE Y 33-36

EXHIBIT "B"

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

139

140

Rlsd. Bk. 102 O+G pg 548

MORTGAGE OF OIL AND GAS PROPERTY

This Space Reserved for Filing Stamp

KNOW ALL MEN BY THESE PRESENTS:

THAT, on this 10 day of August, 19 95,

Charles W. Brown and Patty N. Brown

P.O. Box 587 Marlow, Oklahoma 73055

hereinafter referred to as Mortgagor, whether one or more, have mortgaged, and do hereby mortgage, grant, bargain, sell and convey unto BANCFIRST P.O. Box 193 Marlow, Oklahoma 73055 hereinafter called Mortgagee, its successors and assigns, the following described property, to-wit:

"SEE EXHIBIT "A"

together with all and singular the tenements, hereditaments, and appurtenances now or hereafter in anywise belonging to or appertaining to the Mortgagor's present or future rights, title, interest or estate in and to all or any part of the mortgaged property above described, specifically including, but not excluding properties of other classification, the following:

(1) Any and all buildings, structures, fixtures and other improvements of every kind and character now or hereafter located on any part of the mortgaged premises.

(2) Any and all oil in storage, machinery, equipment, pipe, supplies, appliances, paraphernalia and other personal property of whatsoever kind, now or hereafter located thereon or produced therefrom, expressly including all personal property of whatsoever kind used in the production of oil, gas, or other hydrocarbon substances from any or all of the above described mortgaged property. It is expressly agreed that this mortgage covers all extensions, renewals, and substitutions of all or any part of the mortgaged property, and includes all pipelines, rights of way, franchises, and easements which now or hereafter may belong to Mortgagor and which are appurtenant to the mortgaged property, and includes all production of oil, gas, casinghead gas, or other hydrocarbons owned by the Mortgagor, either heretofore or hereafter produced.

TO HAVE AND TO HOLD said mortgaged property unto the Mortgagee forever; provided, that if the Mortgagor shall pay or cause to be paid, promptly when due, the indebtedness hereinafter mentioned, and all other sums of any kind secured hereby, and if the covenants and agreements of this mortgage are fully kept and performed, then, but only in such event this mortgage shall be void; otherwise, it shall remain in full force and effect.

This Mortgage is given to secure the payment of the following indebtedness, to-wit:

(a) $100,000.00 business loan

253691

RECORDED Aug 28, 1995 1:30 PM
IN BOOK 102 O+G PAGE 140
FEES $ 24.00 Mary L. Lybyer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scytton

(b) All indebtedness, other than that mentioned above, which, at any time prior to the final release hereof, may become owing to Mortgagee by Mortgagor, whether direct, primary, secondary, or contingent, and irrespective of the manner in which same may be incurred, it being contemplated by Mortgagor and Mortgagee that Mortgagee may, from time to time, make future advances hereunder, the total of such future advances not to exceed the sum of $ 0.

(c) All renewals or extension of any of the indebtedness hereinabove mentioned, together with all interest, attorney's fees, and other charges thereon, or incurred in connection therewith.

Any additional loan or advance made hereunder may be made without notice to or the consent of anyone bound by this mortgage, other than the person or party to whom the advance or loan is made; but nothing contained herein shall impose upon the Mortgagee the duty or obligation to make any additional loan or advance.

Mortgagor hereby covenants and warrants that the Mortgagor is the sole owner of the full, legal and equitable title to all interests specifically described and included in the above described mortgaged property, and is entitled to receive all proceeds from the present and future production of oil, gas and other minerals attributable to such interests; that all interests so described, including all such proceeds, are free and clear of all liens and encumbrances of whatsoever kind or character, except as expressly stated herein; that Mortgagor has good right and lawful authority to execute and deliver this mortgage, and to grant the lien, rights, powers and privileges hereby conferred; that Mortgagor will not at any time during the existence hereof, without first obtaining Mortgagee's written consent, sell, assign, transfer, dispose of, collect, or attempt to collect any of the income or proceeds at any time constituting part of the mortgaged property, or remove or permit the removal of any personal property at any time hereby from the premises upon which [redacted] may be situated. [redacted] movable

[redacted] [redacted] [redacted]

Mortgagor hereby binds itself, its heirs, successors or assigns, to warrant and forever defend, all and singular, the mortgaged property unto Mortgagee, its successors and assigns, forever, against every person whomsoever claiming an interest therein. These warranties and covenants shall at all times be construed to be covenants for the benefit of the Mortgagee, and they shall remain in full force and effect, notwithstanding the assignment hereof, or the payment of all the indebtedness secured hereby, and the release, either partially or wholly, of the lien hereof, or any foreclosure thereof.

Mortgagor further covenants and agrees as follows:

FIRST: That by agreement with the maker or makers of any instrument evidencing any indebtedness at any time secured hereby, Mortgagee, without notice to or consent of any other party to this mortgage, may from time to time extend the time of payment of the whole or any part of such indebtedness, or may accept from said maker or makers one or more new instruments in the same or different form, in renewal of or by way of substitution for any instrument of indebtedness, without in any manner impairing or affecting the lien of this mortgage, or any of the Mortgagee's rights hereunder.

SECOND: To pay all indebtedness from time to time secured hereby, promptly when due.

THIRD: To keep and maintain in good repair and efficient operating condition all buildings, structures, machinery, equipment fixtures and other personal property and improvements now or hereafter constituting part of the mortgaged property, including the making of all necessary replacements.

FOURTH: To promptly pay or cause to be paid before delinquent all taxes, assessments and other governmental charges of every kind and character now or hereafter levied, imposed, or assessed against the mortgaged property or any part thereof, or which might become a lien thereon, including all such as may be incident to the operation, development or maintenance of said property or the production of oil, gas or other minerals therefrom; and to likewise pay or cause to be paid all franchise taxes and license or other fees necessary to preserve the corporate existence of every corporate signatory hereto, and maintain its right to transact business in every State wherein any of the mortgaged property may be situated.

FIFTH: To promptly pay or cause to be paid all laborers or materialmen for labor and material furnished in connection with the operation, development or maintenance of the mortgaged property, and not at any time or in any manner incumber or permit any part of said property to be incumbered by any lien other than the lien of this indenture; but nothing contained herein shall be deemed a waiver of the priority of the lien hereof as against the claims of any such laborer or materialman or any other claimant whomsoever, or be construed as giving to any of them any right of action upon this covenant or any other right hereunder.

SIXTH: To promptly, upon request of the Mortgagee, take such action as may to the Mortgagee seem necessary or advisable for the purpose of removing, remedying or curing any defect in or cloud upon the title to the mortgaged property or any part thereof, whether now existing or hereafter developing; and to prosecute or defend against all such suits, actions and proceedings as may be appropriate for such purpose or as may be brought by another or others with respect to any such property against the Mortgagor or the Mortgagee or both; and to fully indemnify the Mortgagee against and save it harmless from any and all loss, cost, damage and expense, including attorneys' fees, which it may ever incur by reason of its having exercised or having attempted to exercise any right, power or privilege conferred by this indenture or by any other instrument delivered simultaneously herewith or pursuant hereto. In this connection, the Mortgagor agrees that, notwithstanding any provision hereof to the contrary, the foregoing covenant of indemnity shall in all respects continue and remain in full force and effect, even though all indebtedness and other sums secured hereby may be fully paid and this indenture released.

SEVENTH: To constantly keep in full force and effect every oil and gas mining lease at any time constituting part of the mortgaged property; to fully and promptly perform all covenants and conditions, express or implied, imposed upon the original lessee or his assigns by every such lease and every other agreement relative thereto; and to do all things and perform all acts necessary or proper to accomplish the foregoing and prevent the breach or forfeiture of any such lease; and to furnish to the Mortgagee, at least fifteen (15) days in advance of the day upon which any delay rentals may become due under any such lease, satisfactory evidence that the same have been paid.

EIGHTH: Whenever and as often as requested by the Mortgagee, to promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances (including all such as may from time to time be required by pipe-line companies or other purchasing parties), and to promptly do or cause to be done all such other and further things, as may by the Mortgagee be deemed necessary, expedient or advisable in order to better and more fully preserve or vest in it all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred by this indenture or by any other instrument delivered simultaneously herewith or pursuant hereto.

In the event of any default upon the part of mortgagor, the mortgagee is authorized to cause to be made whatever abstracts of title are deemed necessary by mortgagee's attorneys. The cost of said abstracts shall be added to the mortgage indebtedness secured hereby.

NINTH: In event of the institution of receivership proceedings against the mortgagor or involving any of the mortgaged property, or in event of the institution of any proceedings by or against the Mortgagor under the Federal Bankruptcy Act, as now existing or hereafter amended, or in event of the assignment of a substantial part of the Mortgagor's property for the benefit of creditors, or in event of the Mortgagor's breach of or failure to observe or comply with any covenant, warranty or agreement contained herein, or in event the lien and priority of this indenture are not fully maintained at all times, or in event the Mortgagor is found or adjudged not to be lawfully seized of any right, title, interest or estate herein covenanted or warranted to be held or owned by the Mortgagor, or in event the Mortgagor is found or adjudged not to have good right and lawful authority to incumber and otherwise involve the mortgaged property or any part thereof as herein provided, or in event of any change in the present proration laws or in any existing order, rule or regulation pertaining thereto which in the Mortgagee's judgment might prejudicially affect the security afforded hereby, then and in any such event, at the option of the Mortgagee and without notice, all indebtedness and other sums then secured hereby, including earned and unpaid interest thereon, shall immediately become due and payable; and the Mortgagee shall thereupon have any or all of the following remedies, to-wit:

(a) The Mortgagee may take possession of the mortgaged property or any part thereof (the Mortgagor agreeing to give immediate peaceable possession) and collect, maintain, operate or control the same, and may apply all or any part of the income and proceeds to the payment of any development, operation or maintenance expense incident to any part of the mortgaged property, or to the payment of the indebtedness and other sums then secured hereby, in such order of application as the Mortgagee may elect; provided that, in event of any dispute or question whatsoever concerning such income and proceeds or the application thereof, the Mortgagee may hold the same in a special account, without interest, until said dispute or question is finally settled to the Mortgagee's satisfaction. Should the Mortgagee elect to collect such income and proceeds, this indenture shall constitute full and complete authority to any purchaser of oil, gas or other minerals from the mortgaged property or any part thereof to deliver directly to the Mortgagee all proceeds from the sale of such products; and notice hereof, without the requirement of anything more, shall constitute an unqualified order on said purchaser to make such delivery. Every such purchaser is hereby authorized and directed to accept, as conclusive, the Mortgagee's written statement to the effect that a default has occurred hereunder and that it is entitled to such proceeds; and every such purchaser is hereby relieved from all responsibility with respect to the delivery of said proceeds or the Mortgagee's application thereof.

(b) The Mortgagee may institute suit to foreclose the lien of this indenture in any court having jurisdiction. In any such suit the Mortgagee may, at its option, apply for and shall be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain and preserve the mortgaged property or any part thereof, including the production and sale of all oil, gas and other minerals therefrom, and to disburse the proceeds from the sale of such products for application upon the indebtedness and other sums then due the Mortgagee hereunder until the same and all costs are fully paid; and said receiver may be authorized to sell and dispose of all or any part of said property under orders of the court appointing him as such. The Mortgagor hereby waives all notice of the filing and hearing of any such application for the appointment of a receiver and irrevocably consents to every appointment made pursuant thereto.

TENTH: Mortgagor further agrees that in the event of any foreclosure sale, the mortgaged property or any part thereof may be sold with or without appraisement as the Mortgagee may elect, and such election may be exercised at any time prior to the entry of the decree of foreclosure; that should Mortgagee elect to have the property sold without appraisement, then Mortgagor hereby expressly waives appraisement; that the Mortgagee may further elect to have said property sold together or in separate parcels, and, if the highest bidder, may become the purchaser, free of any right of the Mortgagor to redeem or repurchase the same; that the proceeds from such sale, after paying therefrom the costs advanced or incurred by the Mortgagee in the foreclosure suit, including the costs of sale and any costs and expenses incurred in the operation of said property by a receiver appointed upon the application of the Mortgagee, shall be applied, FIRST, to the payment of all costs and expenses incurred by the Mortgagee in its operation of said property, if the same be so operated, any and all sums advanced by the Mortgagee for the purpose of protecting the security, with interest at the legal rate, and SECOND, to the payment of all indebtedness and other sums then secured hereby, including interest and attorneys' fees, in such order of application as the Mortgagee may elect.

ELEVENTH: To continuously operate, or cause to be operated in good workmanlike manner every well, station, plant, and other operating unit now or hereafter located on any of the land hereinabove mentioned; to procure and keep in force in a company or companies acceptable to the mortgagee all such public liability insurance as may from time to time be required by the mortgagee with respect to the mortgaged property or any part thereof; and to faithfully comply or cause to be complied with all laws (Federal, State, or Municipal) and all orders, rules and regulations of every governmental agency in any way applicable to mortgagor, the mortgaged property, or the operation, development or maintenance thereof, including the production or sale of oil, gas or other minerals therefrom.

TWELFTH: That mortgagee may from time to time release any of the mortgaged property from the lien of this mortgage, and may likewise release or surrender any other security then held by it as security for the payment of any indebtedness or other

sums secured hereby; and any such release or surrender may be given or made without notice to or the consent of any person having interest in or lien upon the remaining property hereby mortgaged, or anyone else bound hereby, and without affecting either the personal liability of any person for the payment of any such indebtedness or other sum, or the lien of this mortgage upon the remainder of the mortgaged property for the full amount of such indebtedness and other sums.

ASSIGNMENT OF PRODUCTION

1. As further security for the indebtedness secured hereby, and for the same consideration hereinabove set forth, and cumulative of any and all other rights and remedies herein provided, Mortgagor hereby warrants, bargains, conveys, sells, transfers and assigns unto Mortgagee, its successors and assigns, all of the aforesaid interest of Mortgagor in the proceeds of the oil, gas, casinghead gas, and other hydrocarbons produced from and after ..... day of ..... at 7:00 A. M. from mortgaged property. Pipe line companies, and others purchasing such products produced, and to be produced, from said property, are hereby authorized and directed to pay directly to Mortgagee the interest of Mortgagor in the proceeds of the sale of the oil, gas, and casinghead gas, and other hydrocarbons produced, and to be produced, from such property, and to continue such payments until they have been furnished with release hereof, executed by the Mortgagee, in writing. The receipt of Mortgagee for moneys so paid to it shall be a full and complete release, discharge, and acquittance to any such pipe line company, or other purchaser, to the extent of all sums so paid. No pipe line company, or other purchaser, shall ever be required to see to the proper application by Mortgagee of such proceeds so paid unto it. Mortgagor covenants to cause all pipe line companies, or other purchasers of such minerals produced from said property, to pay promptly to Mortgagee, at Duncan, Oklahoma, or at such other place as Mortgagee may direct, the interest of Mortgagors in the proceeds of the sale thereof, and Mortgagor agrees to execute and deliver to said pipe line companies, or other purchasers, such transfer orders, or other documents, as may be necessary or proper to effect the intent of these presents.

2. Should any pipe line company, or other purchaser, now or hereafter, purchasing such minerals from said lands, fail to make payment promptly to Mortgagee of the proceeds derived from the sale thereof, Mortgagee shall have the right to change the connection of any such pipe line company, or other purchaser, and designate some other pipe line company, or other purchaser, to purchase and take such minerals, without liability on Mortgagee in making such selection, so long as ordinary care is used in respect thereof; and should Mortgagor, his heirs, personal representatives, and assigns, fail to consent to such connection, Mortgagee may accelerate the maturity of the indebtedness hereby secured.

3. Mortgagee shall never be under any obligation to enforce the collection of such proceeds so assigned unto it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection thereof, but it shall only be accountable for such sums that it shall actually receive.

4. The proceeds accruing to the above described interest in the production from said minerals, received by Mortgagee, shall be applied by it when so received toward payment of the indebtedness secured by such mortgage, as the Mortgagee in its sole discretion deems wisest.

5. Notwithstanding such provision for application of proceeds, it is agreed that any holder of any indebtedness hereby secured, after first procuring the written consent of all other holders of such indebtedness, shall have the right, at its election, from time to time, to apply any portion or all of said proceeds to the payment of any of the taxes levied and assessed against such property, insurance premiums, liens, bills for labor and material furnished for use upon said leased premises, costs, and expenses, including attorney fees incurred by such holder in the defense of any action affecting the title to said property, or the production therefrom, or any judgment rendered against the said holder upon any claim arising out of the receipt, or application in accordance herewith, of any such proceeds in the event the undersigned Mortgagor should fail to make such payments, or any of them, promptly after demand made by the holder of the indebtedness hereby secured upon Mortgagor so to do. The holder of said indebtedness shall have the right, upon securing the written consent of the other holders, at its election, to release or deliver to Mortgagor all or any portion of such proceeds received by it, to the end that Mortgagor may receive funds with which to pay for the operating, equipping and developing of said oil and gas leases, or any well or wells thereon. No funds so released or paid to Mortgagor shall, in any event, be considered to have been applied upon the indebtedness hereby secured.

6. It is understood and agreed that all indebtedness secured hereby, and all interest thereon, shall be paid promptly to the holders of such indebtedness, in accordance with the terms and provisions of the notes evidencing same, regardless of whether the oil runs and proceeds derived therefrom are sufficient to pay same, and that this assignment of the runs shall not in any manner be construed to affect the terms and provisions of the notes evidencing the indebtedness.

All terms, conditions, covenants, warranties and agreements contained herein shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Mortgagor, shall be deemed and construed to be covenants running with the estate or interest in the land, and all said provisions shall likewise inure to the benefit of Mortgagee, its successors and assigns. The invalidity of any provision or provisions hereof shall not in any way affect the remaining provisions of this mortgage.

This instrument may be simultaneously executed in several counterparts, and if so each shall be an original.

IN WITNESS WHEREOF, this instrument has been executed and delivered as of the date hereinabove written.

Charles W. Brown Charles W. Brown

Patty N. Brown Patty N. Brown

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
County of Stephens)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of August, 19 95, personally appeared Charles W. Brown and Patty N. Brown

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

Witness my hand and official seal the day and year first above written.

My commission expires 4/28/97

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF .....)
) ss.
COUNTY OF .....)

Before me a Notary Public in and for said County and State, on this .....day of ....., 19 ..., personally appeared ....., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its .....President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the year and day last above written.

My commission expires

[redacted] [redacted] [redacted]

Notary Public.

Attached to and made a part of that certai[redacted]gage Of Oil And Gas Proper[redacted]ed August 10[redacted]5 by and between Charles W. [redacted]n and Patty N. Brown, as Mortgagor and Banc First as Mortgagee.

SUBLETTE COUNTY, WYOMING

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
E-013494	T29N-R113W-6th P.M. Section 14: S½NW¼, SW¼NE¼ Section 23: NE¼	.25%	Enron
	Section 23: SE¼	.1875%	
E-021983	T29N-R113W-6th P.M. Section 14: NW¼NW¼	.8335%	Enron
E-022239	T28N-R113W-6th P.M. Section 8: E½, E½W½	.5%	Enron/Mobil
E-022241	T28N-R113W-6th P.M. Section 22: Lot 1, N½, SW¼, NW¼SE¼ Section 27: S½SW¼	1.121875%	Enron/Mobil
E-022281	T28N-R113W-6th P.M. Section 27: Lots 1, 4, 5, 7 and 8	1.25%	Mobil
E-022285	T28N-R113W-6th P.M. Section 9: All	1.21875%	Mobil
E-022755	T28N-R113W-6th P.M. Section 11: W½	1.2578125%	Enron
E-022756	T28N-R113W-6th P.M. Section 14: W½	.1796875%	Enron
E-022937	T28N-R114W-6th P.M. Section 13: W½SW¼ Section 14: NE¼NE¼, SE¼ Section 23: E½E½, NW¼NE¼ Section 24: W½ Section 25: NW¼, W½E½, NE¼SW¼	.75%	Mobil
E-023340	T28N-R112W-6th P.M. Section 8: NW¼, W½SW¼	1.296875%	Enron
E-023584	T28N-R113W-6th P.M. Section 23: Lot 4, W½NW¼	.2890625%	Enron
E-023646	T28N-R113W-6th P.M. Section 7: NE¼, N½SE¼, SE¼SE¼ Section 18: E½NE¼	2.5%	Mobil
E-024241	T28N-R113W-6th P.M. Section 1: Lots 5, 6, 9-11, SW¼NE¼, W½SE¼ Section 12: All Section 13: Lots 1-3, W½E½, NW¼	.875%	Enron
E-024353 (E-022239)	T28N-R113W-6th P.M. Section 20: Lots 6-8, Tract 43-B, E½SW¼, SW¼SE¼	.625%	Enron/Mobil
E-024354	T29N-R112W-6th P.M. Section 33: E½NE¼, SE¼ Section 34: All	1.2578125%	Enron

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
E-024355	T29N-R112W-6th P.M. Section 32: E½, E½W½ Section 33: W½, W½NE¼	1.2578125%	Enron
E-024445	T30N-R112W-6th P.M. Section 19: E½SW¼	1% (excluding stray 3 and 4 of Sands Almy Formation)	Enron
E-024469	T28N-R112W-6th P.M. Section 17: N½NE¼, E½SE¼, SW¼SE¼ Section 20: E½ Section 21: All	1.115625%	Enron
E-024470	T29N-R112W-6th P.M. Section 27: All Section 28: All Section 29: All	.984375%	Enron
E-024528	T28N-R112W-6th P.M. Section 28: W½NE¼, SE¼NE¼, W½, SE¼ Section 29: E½E½	.984375%	Enron
E-024538-A (E-024538)	T30N-R113W-6th P.M. Section 13: SW¼	1%	Enron
E-024735	T28N-R112W-6th P.M. Section 6: Lot 2	1.2578125%	Enron
E-024756	T28N-R113W-6th P.M. Section 23: Lots 5-7 Section 24: Lots 5-8, Tracts 46A, B Section 25: All	.76875%	Enron
E-024756-A (E-024756)	T28N-R113W-6th P.M. Section 24: Lot 2	1.0390625%	Enron
E-024792	T28N-R113W-6th P.M. Section 34: Lot 2	1.25%	Enron
E-024966	T30N-R113W-6th P.M. Section 23: E½, E½W½, SW¼NW¼, W½SW¼	1.25%	Enron
E-024966-A	T30N-R113W-6th P.M. Section 23: NW¼NW¼	1.25%	Enron
E-025930	T29N-R113W-6th P.M. Section 23: E½W½	.5%	Enron
E-025991	T29N-R113W-6th P.M. Section 34: All	.25% Sur. to 1500'	Enron
E-026038-A (E-206038)	T29N-R113W-6th P.M. Section 21: E½ Section 27: NW¼NW¼ Section 28: N½NE¼	.125%	Enron
E-026053	T29N-R113W-6th P.M. Section 35: NE¼	.[illegible]75%	Enron
E-026175	T28N-R112W-6th P.M. Section 4: Lots 1-3, 6-11, SE¼, E½SW¼, SW¼SW¼	1.3125%	Enron

[redacted] [redacted] [redacted]

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
E-026216	T29N-R112W-6th P.M. Section 32: W½SW¼	.1796875%	Enron
W-0125384 (E-024241)	T28N-R113W-6th P.M. Section 11: E½ Section 13: SW¼ Section 14: E½	.125%	Enron
W-0125385 (E-024469)	T28N-R112W-6th P.M. Section 19: Lots 3, 4	.159375%	Enron
W-0125388 (E-024756-A)	T28N-R113W-6th P.M. Section 23: Lots 1-3, N½NE¼ NE¼NW¼ Section 24: Lots 3, 4	.1796875%	Enron
W-0125389	T29N-R112W-6th P.M. Section 19: Lots 2-4, NE¼NE¼, S½NE¼, SE¼NW¼, E½SW¼, SE¼	.140625%	Enron
W-0125390 (E-026216)	T29N-R112W-6th P.M. Section 30: Lots 1-4, W½NE¼, SE¼NE¼, E½W½, SE¼ Section 31: All	.1796875%	Enron
W-0125391 (W-014052)	T28N-R113W-6th P.M. Section 2: Lots 5, 6	.176875%	Enron
W-01332	T29N-R113W-6th P.M. Section 26: S½NE¼, SE¼NW¼, SE¼	.71875%	Enron
W-0136177 (W-05504)	T30N-R113W-6th P.M. Section 22: SE¼	1.35%	Enron
W-0136178 (W-06206)	T30N-R113W-6th P.M. Section 21: S½	.15%	Enron
W-014051	T28N-R113W-6th P.M. Section 2: Lot 8	.1875%	Enron
W-014052	T28N-R113W-6th P.M. Section 1: Lots 7, 8	.1796875%	Enron
W-01495	T28N-R113W-6th P.M. Section 18: Lots 5-18, W½SE¼ T29N-R113W-6th P.M. Section 31: SE¼SW¼, S½SE¼ T28N-R114W-6th P.M. Section 2: E½SE¼ (Lots 13 & 20) Section 12: S½NW¼, E½SW¼ Section 13: NE¼, E½SE¼	.5%	Enron/Mobil
W-01768	T29N-R113W-6th P.M. Section 31: N½SE¼	2.5%	
W-0189	T29N-R113W-6th P.M. Section 25: N½NE¼	.125%	Enron
W-02274	T30N-R113W-6th P.M. Section 13: NE¼NW¼, S½NW¼ Section 24: E½, E½NW¼, NE¼SW¼	1%	Enron

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
W-02274-A (W-02274)	T30N-R113W-6th P.M. Section 13: NW¼NW¼	1%	Enron
W-0231769 (E-026216)	T29N-R112W-6th P.M. Section 32: W½NW¼	1.078125%	Enron
W-0231770 (W-0189)	T29N-R113W-6th P.M. Section 25: NW¼NW¼	.125%	Enron
W-0231771 (W-02683)	T29N-R113W-6th P.M. Section 25: W½SW¼	.75%	Enron
W-0231773 (W-014052)	T28N-R113W-6th P.M. Section 1: S½NW¼, SW¼	1.078125%	Enron
W-0231774 (W-0125391)	T28N-R113W-6th P.M. Section 2: S½NE¼, SE¼	1.078125%	Enron
W-02683	T29N-R113W-6th P.M. Section 25: E½SW¼, SW¼SE¼	.75%	Enron
W-02736	T31N-R113W-6th P.M. Section 28: SW¼NW¼, NW¼SW¼ Section 29: All Section 31: All Section 32: All Section 33: SW¼NE¼, W½NW¼, SE¼NW¼, S½	.1796875%	Enron
W-02736-A (W-02736)	T31N-R113W-6th P.M. Section 28: SW¼SW¼	.1796875%	Enron
W-02985 (E-024756)	T28N-R113W-6th P.M. Section 35: Lots 1-7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼	1.21875%	Enron
W-02985-A (W-02985)	T28N-R113W-6th P.M. Section 35: SE¼NW¼	1.21875%	Enron
W-03064	T29N-R113W-6th P.M. Section 31: NE¼SW¼	2.5%	Mobil
W-031992 (W-0189)	T29N-R113W-6th P.M. Section 26: N½NE¼, NE¼NW¼	.125%	Enron
W-04101	T30N-R112W-6th P.M. Section 20: E½NE¼	2.203125%	Enron
W-04226	T30N-R113W-6th P.M. Section 28: NE¼NW¼, S½NW¼, SW¼	1.4%	Enron
W-04628	T30N-R113W-6th P.M. Section 8: E½, NW¼ Section 17: E½	1%	Enron
W-046892	T28N-R113W-6th P.M. Section 34: Lots 3, 4, E½NE¼, SW¼NE¼, N½SE¼	1.25%	Enron
W-053447 (E-024468)	T29N-R112W-6th P.M. Section 23: S½SW¼, SW¼SE¼	.84375%	Enron

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
W-05504	T30N-R113W-6th P.M. Section 14: NE¼, NE¼SE¼	1.35%	Enron
	Section 14: NE¼SE¼	2.2875%	Enron
W-06206	T30N-R113W-6th P.M. Section 9: SE¼	1.35%	Enron
	Section 9: NE¼	1.0875%	
	Section 15: N½, N½SW¼, SE¼SW¼, SE¼	.15%	
W-07828	T28N-R113W-6th P.M. Section 3: Lots 7, 8, S½NW¼, N½SW¼	.375%	Enron
W-08056 (E-022241)	T28N-R113W-6th P.M. Section 34: NW¼NE¼, E½NW¼, NE¼SW¼	1.121875%	Enron/Mobil
W-10674 (E-013494)	T29N-R113W-6th P.M. Section 14: SE¼NE¼ Section 15: S½, S½N½	.25%	Enron
	Section 14: E½SE¼	.50%	
W-10676 (E-025930)	T29N-R113W-6th P.M. Section 13: SW¼NE¼, S½NW¼, N½SW¼, SW¼SW¼ Section 23: W½W½	.5%	Enron
W-10677 (W-01332)	T29N-R113W-6Tth P.M. Section 26: SW¼NW¼, SW¼ Section 27: S½NE¼, SE¼NW¼, S½SE¼	.71875%	Enron
W-10678 (W-02683)	T29N-R113W-6th P.M. Section 25: S½NE¼, N½SE¼, SE¼SE¼	.75%	Enron
W-10679 (W-07828)	T28N-R113W-6th P.M. Section 3: S½SW¼	.375%	Enron
W-10680 (W-014051)	T28N-R113W-6th P.M. Section 2: Lot 7	1.125%	Enron
W-10681 (W-031992)	T29N-R113W-6th P.M. Section 22: E½ Section 26: NW¼NW¼ Section 27: N½NE¼	.125%	Enron
W-10682 (W-0231770)	T29N-R113W-6th P.M. Section 22: W½ Section 24: S½NE¼, NW¼, S½ Section 25: NE¼NW¼ Section 27: NE¼NW¼	.125%	Enron
W-16769 (E-024445)	T30N-R112W-6th P.M. Section 19: Lots 1-4	2.203125%	Enron
W-21123 (W-05504)	T30N-R113W-6th P.M. Section 22: W½NW¼	1.35%	Enron

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
W-21125 (W-06206)	T30N-R113W-6th P.M. Section 9: W½ Section 15: SW¼SW¼ Section 21: NW¼	1.35%	Enron
	Section 21: NE¼	2.2875%	
W-21127 (W-0136175)	T30N-R113W-6th P.M. Section 27: NW¼, S½ Section 34: N½	.75%	
W-21128 (W-0136177)	T30N-R113W-6th P.M. Section 22: SW¼	1.35%	Enron
W-27644 (W-02274)	T30N-R113W-6th P.M. Section 11: E½ Section 24: W½W½, SE¼SW¼	1%	Enron
W-27645 (W-05504)	T30N-R113W-6th P.M. Section 10: All Section 14: W½E½, W½, SE¼SE¼ Section 22: NE¼, E½NW¼	.15%	Enron
W-48906 (E-024353)	T28N-R113W-6th P.M. Section 20: NW¼SW¼	.625%	Enron/Mobil
	Section 14: W½SE¼, NW¼, SE¼SE¼	1.0875%	
W-53496 (E-024528)	T28N-R112W-6th P.M. Section 29: W½E½, SW¼, E½NW¼, SW¼NW¼ Section 30: SE¼ Section 31: NE¼ Section 32: W½NW¼	.984375%	Enron
	Section 29: NW¼NW¼ Section 30: Lots 2-4, NE¼, E½W½ Section 31: Lots 1-3, SE¼, E½W½	.140625%	
W-53497 (E-026175)	T28N-R112W-6th P.M. Section 8: E½, E½W½ Section 9: All	1.3125%	Enron
W-53499 (W-053447)	T29N-R112W-6th P.M. Section 22: S½NE¼, SW¼NW¼, S½ Section 23: N½, N½S½, SE¼SE¼ Section 26: NE¼NE¼	.84375%	Enron
W-92216 (E-023340)	T28N-R112W-6th P.M. Section 5: Lots 1-12, S½ (All) Section 6: Lots 1, 3-18, E½SW¼, SE¼ Section 7: Lots 1-4, E½, E½W¼ (All)	1.296875%	Enron

LEASE NUMBER	DESCRIPTION	PERCENTAGE	COMPANY
W-92217 (E-024469)	T28N-R112W-6th P.M. Section 17: SE¼SW¼ Section 18: Lots 1-3, NE¼SW¼, E½NW¼ Section 19: E½E½ Section 20: W½	.159375%	Enron
	Section 17: N½NW¼ Section 18: NE¼ Section 19: SW¼NE¼, E½SW¼, W½SE¼	1.115625%	
W-92219 (W-53497)	T28N-R112W-6th P.M. Section 4: Lots 4, 5, 12, NW¼SW¼	1.3125%	Enron

150

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Jean E. Losekeassignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

JEAN E. LOSEKE TRUST AGREEMENT, dated April 7, 1944

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

DO 26191, DRY PINEY UNIT A/WELL 1-4-10/C-759
T27N, R114W, 6TH PM
SEC 9: E/2 NW/4, NE/4, N/2 SE/4, SE/4 SE/4; SEC 10: NW/4, S/2 NE/4, NW/4 SW/4, E/2 SW/4, SE/4, SW/4 SW/4; SEC 11: W/2 SW/4; SEC 14: S/2, NW/4, SW/4 NE/4; SEC 15: NE/4, E/2 NW/4, NW/4 NW/4, SE/4, NE/4 SW/4; SEC 22: NE/4 NE/4; SEC 23: SW/4 NE/4, NW/4, NW/4 NE/4

DO 31260Z, DRY PINEY UNIT #22 (BEAR RIVER)
T27N, R114W
NW/4, S/2 NE/4, N/2 SW/4, SE/4 SW/4, SE/4 SEC 10; W/2 SW/4 SEC 11; W/2, SE/4, SW/4 NE/4 SEC 14; AND NE/4, NE/2 NW/4, SE/4 NW/4 SEC 15 (ALL WITHIN EXISTING PARTICIPATING AREAS OF THE DRY PINEY UNIT) N/2 NE/4 SEC 10; N/2, E/2 SW/4, SE/4 SEC 11; W/2 NW/4, NW/4 SW/4 SEC 12; N/2 NE/4, SE/4 NE/4 SEC 14; AND SW/4 NW/4 SEC 15 (ALL OUTSIDE PARTICIPATING AREAS WITHIN THE DRY PINEY UNIT); INSOFAR AS SAID LANDS COVER THE BEAR RIVER FORMATION IN THAT INTERVAL BETWEEN 8116' SUBSURFACE AND TD (8550') IN THE DRY PINEY UNIT WELL #22 LOCATED 1529' FWL AND 1734' FNL (SE/NW) SEC 10, 27N, 114W.

DO 34292Z, DRY PINEY UNIT/NUGGETT/PA
LOTS 3 & 4, S/2 NW/4, NW/4 SW/4, SW/4 NE/4, E/2 SW/4, W/2 SE/4 SEC 4; NE/4, NE/4 SE/4, SE/4 SE/4, SEC 9; W/2 SW/4, SW/4 NW/4, NW/4 NW/4, E/2 SW/4 SEC 10; AND N/2 NW/4 SEC 15 T27N, R114W, CONTAINING 959.47 ACRES.

DO 41142, DRY PINEY UNIT BEAR RIVER P/AB
T27N, R114W, SW/4, W/2 SE/4, SW/4 NE/4, SW/4 NW/4, & S/2 SE/4 NW/4 SEC 10

DO 41142, DRY PINEY UNIT # 17
T27N R114W, SEC 9; NE/4

DO 46428, GRAPHITE UNIT MADISON P/A A TR 2
SW/4 NW/4 SEC. 15, T-27-N, R-114-W, 6TH P.M.

ALL OF THE ABOVE PROPERTIES ARE LOCATED IN SUBLETTE COUNTY WYOMING.

253765

RECORDED Sept. 1, 1995 11:00AM
IN BOOK 102 PAGE 150
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Witness my hand this 26th day of August 1995

Joann E Corley

Johnnie Corley

STATE OF ILLINOIS)

) ss.

COUNTY OF CHAMPAIGN)

OFFICIAL SEAL
JOANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/98

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

   ___X___ Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

   Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 26th day of August, 1995.

ASSIGNEES

Jean E Lopeke

Address

4008B Farmington Drive
Champaign, Illinois 61821

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Jean E. Loseke, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

JEAN E. LOSEKE TRUST AGREEMENT, dated April 7, 1944

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

DRY PINEY UNIT THIRD REVISION FRONTIER PARTICIPATING AREA A
SUBLETTE COUNTY WYOMING

USA W-92223 — Township 27 North, Range 114 West
Section 10: NW, S2NE, NWSW, E2SW, SE
Section 11: W2SW
Section 14: S2, NW, SWNE
Section 15: NE, E2NW, NWNW
1400.00 Acres

USA W-51101 — Township 27 North, Range 114 West
Section 9: E2NW, NE, N2SE, SESE
Section 10: SWSW
400.00 Acres

USA W-92222 — Township 27 North, Range 114 West
Section 15: SE, NESW
200.00 Acres

USA W-034924 — Township 27 North, Range 114 West
Section 23: SWNE
40.00 Acres

USA W-034930 — Township 27 North, Range 114 West
Section 22: NENE
Section 23: NW, NWNE
240.00 Acres

DRY PINEY UNIT FOURTH REVISION NUGGET PARTICIPATING AREA
SUBLETTE COUNTY WYOMING

USA W-8140 — Township 27 North, Range 114 West
Section 4: Lots 3, 4, S2NW, SWNE
199.47 Acres

253766

RECORDED Sept 1, 1995 11:00AM
IN BOOK 102 PAGE 153
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

USA W-51101 — Township 27 North, Range 114 West
Section 4: E2SW, W2SE, NWSW
Section 9: NE, E2SE
Section 10: SWSW
480.00 Acres

USA W-92223 — Township 27 North, Range 114 West
Section 10: W2NW, N2SW, SESW
Section 15: N2NW
280 Acres

Witness my hand this 26th day of August 19 95.

Joan E. Lopke

Joann Corley

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

OFFICIAL SEAL
JOANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/99

[redacted] UNDER UNITED STAT[redacted]L AND GAS LEASES [redacted]

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

   X Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

   Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 26th day of August, 1995.

ASSIGNEES

Jean E. Lyke _____

Address

4008B Farmington Drive
Champaign, Illinois 61821

Mob.1

156

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Jean E. Loseke, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

JEAN E. LOSEKE TRUST AGREEMENT, dated April 7, 1994

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

D. O. NUMBER: 0991572
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: HOGSBACK UNIT A TR 5
LOCATION DESC: SW/4 SW/4 AND NE/4 NW/4 SECTION 12-T27N-R114W, 6TH P. M.
COUNTY, STATE SUBLETTE, WYOMING

Witness my hand this 26th day of August, 1995

Jean E. Loseke

JoAnn Corley

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

OFFICIAL SEAL
JOANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/98

253767

RECORDED Sept. 1, 1995 11:00AM
IN BOOK 109 Oil & Gas PAGE 156
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Jean E. Loseke, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

JEAN E. LOSEKE TRUST AGREEMENT, dated April 7, 1994

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

D. O. NUMBER: 0991572
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: HOGSBACK UNIT A TR 5
LOCATION DESC: SW/4 SW/4 AND NE/4 NW/4 SECTION 12-T27N-R114W, 6TH P. M.
COUNTY, STATE SUBLETTE, WYOMING

Witness my hand this 26th day of August, 1995

Jean Loseke

Johann Corley

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

OFFICIAL SEAL
JOANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/98

158

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES
W-92223

KNOW ALL MEN BY THESE PRESENTS THAT Jean E. Loseke, assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

JEAN E. LOSEKE TRUST AGREEMENT, dated April 7, 1994

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

Federal Serial Number - W-92223
Township 27 North, Range 114 West, 6th P.M.
Section 10: N/2, N/2SW/4, SE/4SW/4, SE/4
Section 11: All
Section 12: W/2NW/4, NW/4SW/4
Section 14: All
Section 15: N/2
Containiong 2,320.00 acres, m/l
Sublette County, Wyoming

Witness my hand this 26th day of August, 1995

Jean E. Loseke

Joann Corley

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

OFFICIAL SEAL
JOANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/99

253768

RECORDED Sept. 1, 1995 11:00AM
IN BOOK 109 O+G PAGE 158
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES W-92223

The assignee requests approval of assignment of royalty and certifies as follows:

1. **Assignee is 21 years of age or over, and is a citizen of the United States:**

   X **Native Born ,** _____ **Naturalized**

2. **Assignee is a corporation or other legal entity, (kind)**

   Revocable Living Trust

3. **Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in in options and leases and offers to lease in the same state.**

4. **Assignee is the sole party in interest in this statement.**

5. **The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.**

6. **Amount remitted: $25.00 Filing Fee $25.00**

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 26th **day of** August, **1995.**

ASSIGNEES

Jean E. Loesch

_____

Address

4008B Farmington Drive
Champaign, Illinois 61820

160

ASSIGNMENT

FOR VALUE RECEIVED, I Parmer A. Gillespie, hereby assign, transfer and convey into GILCO all of my right, title, beneficial and legal interest in and to the following 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 29 North, Range 114 West, 6th P.M.

Sec. 22: All
Sec. 23: W½
Sec. 27: N½

Containing 1280 acres, more or less.

I further represent and warrant to said assignee that I have the right to make this assignment and will warrant and defend the same against the lawful claims and demands of any and all other persons.

Dated this 24th day of June, 1992.

Parmer A. Gillespie
PARMER A. GILLESPIE

253777

RECORDED Sept. 1, 1995 12:25PM
IN BOOK 102 of 6 PAGE 160
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me this 24 day of April, 1992, by Parmer A. Gillespie.

Witness my hand and official seal.

My commission expires: My commission expires Aug. 9, 1995.

Judy M. Newcomer
NOTARY PUBLIC

Address: 1120 LINCOLN STREET, SUITE 1100
DENVER, COLORADO 80203

ASSIGNMENT

FOR VALUE RECEIVED, I Rhonda G. Bryans, hereby assign, transfer and convey into the Rhonda G. Bryans Trust dated July 3, 1990 all of my right, title, beneficial and legal interest in and to the following: 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: See Attached Appendix "A"

I further represent and warrant to said assignee that I have the right to make this assignment and will warrant and defend the same against the lawful claims and demands of any and all other persons.

Dated this 24th day of April, 1992.

Rhonda G. Bryans
RHONDA G. BRYANS

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

The foregoing instrument was acknowledged before me this 24 day of April, 1992, by Rhonda G. Bryans.

Witness my hand and official seal.

My commission expires: My commission expires Aug. 9, 1995.

Audrey M. Thrasher
NOTARY PUBLIC

Address: 1120 LINCOLN STREET, SUITE 1100
~~DENVER, COLORADO 80203~~

253778

RECORDED Sept. 1, 1995 12:20 PM
IN BOOK 102 PAGE 162
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

[redacted] [redacted] [redacted]

APPENDIX "A"

Township 29 North, Range 114 West, 6th P.M.

Sec. 22: All
Sec. 23: W½
Sec. 27: N½

containing 1280 acres, more or less.

ASSIGNMENT

FOR VALUE RECEIVED, I FRANK E. GILLESPIE, hereby assign, transfer and convey unto the **FRANK E. GILLESPIE TRUST** dated June 27, 1990 all of my right, title, beneficial and legal interest in and to the following: 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:

See Attached Appendix "A"

I further represent and warrant to the assignee that I have the right to make this assignment and will warrant and defend the same against the lawful claims and demands of any and all other persons.

Dated this 20th day of January, 1992

FRANK E. Gillespie

Sally S. Gillespie

Agent and Attorney-in-Fact under Power of Attorney dated June 27, 1990

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

RECORDED Sept 14 1995 12:25 PM
IN BOOK 102 045 PAGE 1104
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sorden

253779

The foregoing instrument was acknowledged before me this 20th day of January, 1992, by Frank E. Gillespie.

Witness my hand and official seal.

My commission expires 12-16-93.

NOTARY PUBLIC

Address: 1120 Lincoln St. #1109
Denver, Co. 80203

[redacted] [redacted] [redacted]

APPENDIX "A"

Township 29 North, Range 114 West, 6th P.M.

Sec. 22: All
Sec. 23: W½
Sec. 27: N½

containing 1280 acres, more or less.

166

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

RECORDED Sept. 1, 1995 12:10PM
IN BOOK 103 PAGE 116
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

253780

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between The Shaver Family 1990 Trust Dated April 26, 1990 by Gaius R. Shaver and Stella C. Shaver, Trustees 1332 Via Del Oro Fallbrook, CA 92028 and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, CO 80202 as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

* See Exhibit "A" attached hereto and incorporated by this reference.

in the County of Sublette, State of Wyoming, containing 628.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Bank of America Fallbrook Branch #133 at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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

[redacted] [redacted] [redacted]

7. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

James G. Donart

LESSOR (WHETHER ONE OR MORE) **SS NO. OR TAX ID**

X Gaius R Shaver 558-80-0417

The Shaver Family 1990 Trust dated April 26, 1990 by Gaius R. Shaver, Trustee

X Stella C Shaver

The Shaver Family 1990 Trust dated April 26, 1990 by Stella C. Shaver, Trustee

ACKNOWLEDGEMENTS

INDIVIDUAL
(For use in all states)

STATE OF California }
County of SAN DIEGO } S.S.

On this 17th day of July, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Gaius R. Shaver and Stella C. Shaver, Trustees of the Shaver Family Trust 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 6/19/96

James G. Donart
Notary Public

JAMES G. DONART
Comm. # 966431
NOTARY PUBLIC CALIFORNIA
(For San Diego County)
My Comm. Expires Jun. 19, 1996

STATE OF _____ }
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ 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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee agrees to reimburse the lessor for such deductions.

Signed for identification: _____

Stella C. Shaver, Trustee of the Shaver Family Trust
Dated April 26, 1990

[redacted] [redacted] [redacted]

WHEN RECORDED RETURN TO:
THE TERMO COMPANY
P.O. BOX 2767
LONG BEACH, CA 90801
ATTN:DONNA SHEAFFER

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ 253803
COUNTY OF SUBLETTE §

RECORDED Sept 5, 1995 10:10AM
IN BOOK 108 Pct 6 PAGE 169
FEES 14.00
SUBLETTE COUNTY CLERK
By Cathy Sutton

THIS AGREEMENT, entered into this 2nd day of December, 1994, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is 1301 McKinney, Houston, Texas 77010 (hereinafter "Assignor") and The Termo Company, whose mailing address is P. O. Box 2767, Long Beach, California 90801 (hereinafter "Assignee").

DOES WITNESS THAT:

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, it is agreed between the parties as follows, to-wit:

1. Assignment. Assignor does hereby assign, transfer and quitclaim to Assignee, without warranty express or implied, all of Assignor's right, title and interest in the property listed in Exhibit "A" hereto, and made a part hereof insofar and only insofar as limited therein (hereinafter referred to as the "Assigned Premises"), subject to all of the covenants and conditions hereof and the additional provisions contained in said Exhibit "A". Assignor also quitclaims to Assignee any easements, rights-of-way or other rights of ingress and egress appertaining to the Assigned Premises, excepting, reserving and retaining therefrom all other such rights unto Assignor with respect to property not quitclaimed hereby. In the event the Assigned Premises include funds being held in suspense for the benefit of a third party or parties, Assignor hereby transfers to Assignee, and Assignee hereby accepts for the benefit of Assignor and the party or parties entitled to receive payment thereof, all monies representing the value or proceeds of production from the Assigned Premises previously held by Assignor for accounts from which payment has been suspended. Assignee, its successors and assigns are hereafter solely responsible for the proper distribution of such funds, and hereby indemnify and hold Assignor harmless from any claims therefore.

2. Bill of Sale. Assignor does hereby quitclaim unto Assignee all of Assignor's right, title and interest in and to all oil wells, gas wells, salt water disposal wells, injection wells and other wells located on and used in association with the Assigned Premises on the effective date hereof, (hereinafter referred to as the "Wells") and to the personal property or equipment associated therewith (hereinafter referred to as the "Personal Property"). The interest in such "Wells" and "Personal Property" herein assigned is all interest owned by Assignor in same under the terms of any certain Operating Agreement(s) set forth in said Exhibit "A", by reference made a part hereof for all purposes. Assignee, by its signature to this Assignment and Bill of Sale adopts, ratifies and confirms such Operating Agreement(s) in all respects and from the effective date of this Assignment and Bill of Sale agrees to be substituted for Assignor as a party to said agreement and agrees to assume all of Assignor's liability and responsibility under said agreement.

3. No Warranty or Representation by Assignor. This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN QUITCLAIMED, EITHER EXPRESS OR IMPLIED, it being expressly agreed by Assignor and Assignee that ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATION WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE ASSIGNED PREMISES, OR OF TITLE TO OR CONDITION OF THE ASSIGNED PREMISES AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning the Assigned Premises, Wells and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

Assignee specifically assumes the risk of description, title, and the condition of the Assigned Premises. Assignee has been given the opportunity to inspect the Assigned Premises prior to the effective date including but not limited to the physical and environmental condition, both surface and subsurface, of the Assigned Premises. Assignee may as a part of its environmental assessment test for the presence of Naturally Occurring Radioactive Materials (hereinafter referred to as "NORM"). The presence of NORM in or on the Assigned Premises shall after the Effective Date set forth herein be the sole responsibility of Assignee and Assignee agrees to assume the obligation to defend, indemnify and hold Assignor harmless from any and all Damages ("Damages" defined as

including any and all damage, loss, injury, liabilities, or expenses, including but not limited to reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) resulting from any and all claims, demands, orders and suits or causes of action asserted or filed after the effective date in any way arising from the presence of NORM. Assignee agrees that any future assignment shall contain similar language concerning the presence of NORM.

4. Reservations. All oil in tanks above the pipeline connections from the Wells to the tanks as of 7:00 a.m. on the effective date hereof is not to be part of this agreement, but shall remain the property of Assignor and shall be delivered to the pipeline company for the account of Assignor. All gas produced and the proceeds of gas produced prior to 7:00 a.m. on the effective date hereof shall likewise not be part of this agreement but shall remain the property of Assignor. With the exception of natural gas imbalances, Assignor also reserves and retains all claims and causes of action Assignor may have, as of the effective date, against the purchaser or purchasers of oil or gas from the properties covered by this Assignment and Bill of Sale. This agreement further does not include any equipment or lines of the purchaser or purchasers of oil and gas from the Assigned Premises and does not include any of Assignor's work files at field offices serving the Assigned Premises, or any tools, pulling machines, trucks or other equipment that may be located temporarily on the Assigned Premises, and Assignor shall have the right at any time to remove the same from the Assigned Premises. This agreement does not include any of Assignor's proprietary or licensed raw or processed geological and geophysical data (including magnetic tapes, field notes or seismic lines) nor any of Assignor's subjective or interpretive information or materials (including structure maps and isopach maps) pertaining to any such data.

5. Transfers. Assignor will, upon request, execute and deliver transfer orders directing purchasers of production to make payment to Assignee on production from the Assigned Premises after 7:00 a.m. on the effective date. Assignor shall make its files and records pertaining to the Assigned Premises available to Assignee for inspection. At Assignor's option either before or after closing, Assignor shall copy such files and records and shall invoice Assignee for all copying expenses. Information in Assignor's files and records pertaining to Assignor's and/or its affiliates' proprietary technology and any evaluations based upon such technology shall not be made available to Assignee for inspection and shall not be considered as forming part of this agreement.

6. Taxes and Payables. All credits and payment obligations associated with the Assigned Premises including but not limited to royalties, lease and other forms of contractual payments (including prepayments) and ad valorem, property, and other forms of taxes, which have been paid by Assignor or which have accrued on or before the effective date, shall be prorated between Assignor and Assignee as of the effective date. Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the effective date, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the effective date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale of the Assigned Premises. Assignee shall pay Assignor all state and local sales or use taxes applicable to that portion of the Assigned Premises which is tangible personal property, and Assignor shall remit such amount to the appropriate taxing authority in accordance with applicable law; provided, however, that if Assignee holds a direct payment permit which is valid on the effective date, Assignee shall assume all responsibility for remitting to the appropriate taxing authority the state and local sales and use taxes due, and shall provide Assignor with any exemption certificates or other documentation required under applicable law in lieu of paying Assignor the taxes due. Assignee shall hold harmless and shall indemnify Assignor for any sales or use taxes assessed against Assignor by any taxing authority in respect of the sale of the Assigned Premises, including the amounts of any penalties, interest and attorneys' fee. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes, shall be paid or reimbursed by Assignee. Should this Assignment and Bill of Sale constitute an isolated or occasional sale and not be subject to sales or use tax with any of the taxing authorities having jurisdiction over this transaction, no sales tax will be collected by Assignor from Assignee. Assignor agrees to cooperate with Assignee in demonstrating that the requirements for an isolated or occasional sale or any other sales tax exemption have been met.

After the effective date, Assignor will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period prior to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignee. Similarly, after the effective date, Assignee will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period subsequent to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignor.

Assignor shall retain all rights and obligations regarding outstanding accounts receivable pertaining to the Assigned Premises for periods prior to the effective date. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible.

7. Natural Gas Imbalances. Prorationing of accounts, as described in the preceding Article hereof, is not applicable to an imbalance in Assignor's gas production account, whether or not a gas balancing agreement is in effect. Regardless of whether Assignor is overproduced or underproduced as to its share of total gas production, any balancing obligation or credit arising from such over or underproduction shall transfer to

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Assignee on the effective date of this Assignment and Bill of Sale and, Assignor shall have no further liability or benefit therefrom (whichever the case may be) and as of said effective date, Assignee assumes any such obligation. If Assignor is a party to a gas balancing agreement(s) covering all or a portion of the Assigned Premises, Assignee shall assume all rights and duties of Assignor pursuant thereto. If all or a portion of the Assigned Premises are not covered by a gas balancing agreement, Assignee shall fulfill its obligations under this provision in accordance with the applicable state law. Assignee agrees to indemnify, defend and hold Assignor harmless against any and all losses, claims, suits and liabilities arising directly or indirectly out of Assignee's failure to fulfill its obligation under this provision.

8. Indemnity of Assignor. (a) In those instances where Assignee succeeds Assignor as a working interest owner but not as operator of Wells in which Assignor's interest is hereby quitclaimed, Assignee agrees to assume all responsibility which Assignee as a working interest owner in such wells may have under applicable statues, governmental orders, laws, rules and regulations concerning plugging and abandonment of such wells and hereby agrees to release, protect, indemnify and hold Assignor harmless from any and all damage, loss, injury, liabilities, or expenses (including but not limited to reasonable attorney's fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) arising from Assignor's failure to plug and abandon such wells or perform such surface remediation and cleanup. Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

(b) Assignee agrees to protect, indemnify and hold Assignor harmless from and against any and all liability, loss, damage, injury, claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way arising from operations or activities related to the Assigned Premises, Wells and Personal Property and the contracts and agreements appertaining thereto including but not limited to acts or omissions of Assignor, based upon any theory of negligence, willful misconduct, liability without fault or other.

(c) Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Assignor's interest in the Assigned Premises subject to this Assignment and Bill of Sale; and this Assignment and Bill of Sale is made expressly subject to all such agreements, leases, easements and other contracts, whether or not the same are herein specifically identified.

(d) As of the Effective Date, Assignee specifically assumes and shall be responsible for all obligations and liabilities and shall defend, indemnify and hold Assignor harmless in accordance with the provisions set forth above (including, but not limited to, indemnification for liability under CERCLA, RCRA, CWA, CAA and all other federal, state and local environmental laws and regulations, as well as all acts, laws and regulations amendatory or supplemental thereto) against any and all Damages (as defined in Article 3 above) pertaining to the environmental condition of the properties subject to this Assignment (whether relating to periods before or after the Effective Date).

9. Broker's Fees. Assignor and Assignee warrant that neither has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this agreement for which the other shall have responsibility. All fees, costs, and expenses incurred by Assignor or Assignee relating to this agreement shall be paid by the party incurring same. All recording and transfer fees shall be paid by Assignee.

10. Commissions or Fees. Assignee and Assignor, for itself and for its directors, partners, employers, and agents warrants, covenants and represents to the other that, except as otherwise expressly provided in this Assignment and Bill of Sale, neither it nor any of its directors, employees, partners or agents has given to or received from the other party, for any such party's directors, partners, employees or agents any commission, fee, rebate, gift or other thing or service in connection with this Assignment and Bill of Sale, and Assignee and Assignor each agree that its books and records shall be subject to reasonable audit by the other as may be required to substantiate compliance with this provision.

11. Effective Date. This agreement shall be effective as of 7:00 A.M. on the 1st day of December, 1994.

12. Texas Deceptive Trade Practices Act. Assignee hereby waives the provisions of the Texas Deceptive Trade Practices Act, Chapter 17, Subchapter E, Section 17.41 - 17.63 inclusive, Texas Business & Com. Code, except Section 17.55A, which is not waived.

IN ORDER TO EVIDENCE ITS ABILITY TO GRANT SUCH WAIVER, ASSIGNEE HEREBY REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE (I) IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS USE, (II) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY AND (III) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

13. Assignor's Election to Effect IRC § 1031 Exchange. In the event Assignor so elects, Assignee agrees to accommodate Assignor in effecting a tax-deferred exchange under Internal Revenue Code §1031, as amended. Assignor shall have the right to elect this tax-deferred exchange at any time prior to the date of closing. If Assignor elects to effect a tax deferred exchange, Assignee agrees to execute additional escrow instructions, documents, agreements, or instruments to effect the exchange, provided that Assignor shall incur no additional costs, expenses, fees or liabilities as a result of or connected with the exchange.

14. Expenses and Recording. Except as otherwise specifically provided, all fees, costs and expenses incurred by Assignor or Assignee in negotiating this agreement or in consummating the transactions contemplated by this agreement shall be paid by the party incurring the same, including, without limitation, legal and accounting fees, costs and expenses. Assignee shall be responsible for the filing and recording of this assignment, conveyances, or other instruments required to convey title to the assigned premises to Assignee and Assignee shall bear all required documentary, filing and recording fees and expenses incurred in connection therewith.

15. Entire Agreement. This agreement constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

16. Successors and Assigns. The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

EXECUTED the day and year first above written, but effective as of the date shown in Paragraph 11 hereof.

ASSIGNOR:

CHEVRON U.S.A. INC.

By: K.O. Rice
Attorney-in-Fact

ASSIGNEE:

THE TERMO COMPANY

By:
David E. Combs, President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 8, 1994, by K.O. Rice, Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

LARRY C. LA FLEUR
MY COMMISSION EXPIRES
December 7, 1995
Bonded Thru Notary Public Underwriters Agency

Notary Public, State of Texas
My Commission Expires 12/7/95

STATE OF CALIFORNIA §

COUNTY OF LOS ANGELES §

This instrument was acknowledged before me on DECEMBER 2, 1994, by David E. Combs, President of The Termo Company, a California corporation, on behalf of said corporation.

PAULA K. KARTTUNEN
COMM. # 1033915
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires JUL 31, 1998

Notary Public, State of CALIFORNIA
My Commission Expires 7/31/98

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale effective December 1, 1994, by and between Chevron U.S.A. Inc., as Assignor, and The Termo Company, as Assignee

ASSIGNED PREMISES

Sublette County, State of Wyoming

Oil and Gas Lease, including Assignor's overriding royalty interest therein:

		Description
Lease No.	000827	Insofar as said lease covers:
Date	January 1, 1969	T33N, R114W, 6th P.M., Sublette County, Wyoming
Lessor	The United States of America (USA W-60641)	Section 19: Lot 1 and 2, E½ NW¼ and W½ NE¼
Lessee	Carl W. Klaehhammer	
Recorded	Book N/A Page N/A	

The Assigned Premises are subject to:

1. The Beamer's Bluff Unit Agreement dated October 2, 1978.
2. The Beamer's Bluff Unit Operating Agreement dated October 2, 1978 (JV900792).

87629

OIL AND GAS LEASE

253851

Recorded Sept 7, 1995 3:05p
In Book 1020 Page 174
Fee $12.00
Mary L. Lee
By Kathy Sadler
Sublette County, Clerk

THIS LEASE AGREEMENT is made as of the 23rd day of May, 1995, between Marilyn Foval, husband and wife
5430 Dudley Court, Pleasanton, CA 94566
and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202
as Lessor (whether one or more), Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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 National Bank of Pinedale at 61 East Pine Street, Pinedale, WY 82941 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ 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. Lessee [redacted] If Lessor owns less than the full mineral estate [redacted] any part of the leased premises, payment of rentals [redacted] 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.~~

PAF MF

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.

Paul A. Fovel

Paul A. Fovel

SS#: 105-30-7724

Marilyn Fovel

Marilyn Fovel

SS#: 053-32-5079

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 Paul A. Fovel and Marilyn Fovel, husband and wife known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

My Commission Expires _____

Notary Public

State of _____
County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ to me personally kown, who, being by me duly sworn, did say that he is the _____ of _____ corporation and that said instrument was signed and sealed in behalf of said corporation, authority of its Board of Directors, and said _____ the seal affixed to said instrument is the corporate seal of 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

176

California All-Purpose Acknowledgment

State of California

County of Contra Costa

On 8/25/95 (DATE) before me, Cynthia Flaherty, Notary Public,

personally appeared PAUL + MARILYN FOVEL (NAME(S) OF SIGNERS),

☐ 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.

CYNTHIA FLAHERTY
COMM. NO. 995858
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My comm. expires May 27, 1997

WITNESS my hand and official seal.

Cynthia Flaherty
SIGNATURE OF NOTARY

Optional Section

This certificate must be attached to the document described below:

Title or type of document OIL + GAS LEASE

Number of pages 2 Date of document 5/23/95

Signer(s) other than named above _____

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

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) _____

☐ Partner(s) ☐ Limited ☐ General

☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator

☐ Other: _____

Signer is representing: _____
NAME OF PERSON(S) OR ENTITY(IES)

[redacted] [redacted] [redacted]

EXHIBIT "A"

to that certain oil and gas lease dated May 23, 1995 by and between Paul A. Fovel and Marilyn Fovel, husband and wife, 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

178

RENEWAL AND EXTENSION
OIL & GAS DEED OF TRUST,
SECURITY AGREEMENT--FINANCING STATEMENT

THE STATE OF WYOMING }

COUNTY OF SUBLETTE }

KNOW ALL MEN BY THESE PRESENTS:

Date:

August 18th, 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, Texas

Beneficiary's Mailing Address:

207 West Spring Street, Palestine,
Anderson County, Texas 75801

253911

RECORDED Sept. 12, 1995 9:35 AM
IN BOOK 109 PAGE 178
FEES $ 16.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sucka

Note

Date:

August 18th, 1995

Amount:

$150,000.00

Maker:

James H. Davis d/b/a JD Minerals

Payee:

East Texas National Bank of Palestine, Texas

Final Maturity Date:

February 20th, 1997

Property:

Being all of Grantor's undivided royalty interests, it. 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 note secured hereby is given in renewal and extension but not in extinguishment of the unpaid balance of $49,634.71 due and owing on that certain Real Estate Lien Note dated 8-15-1994, which Note was secured by a Deed of Trust of even date of record in Volume 101 at Page 363, Oil & Gas Records of Sublette County, Wyoming; and the undersigned hereby extends all liens and security interests on all property securing said Note until said indebtedness and Note, as so renewed and extended, have been fully paid and the East Texas **National Bank of Palestine, Texas**, being the legal owner of the above-described note and all of the rights, titles, interest and liens securing payment of the same

and to secure further payment of said note, all liens, rights, equities, titles, interests and liens securing payment of the same and to secure further payment of said note, all liens, rights, equities, titles, interests, and powers in, to or over the hereinabove described property secured by the aforementioned liens are hereby acknowledged and continued in full force and effect until the full and final payment of the note hereby secured.

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 18th day of August, 1995.

JAMES H. DAVIS
d/b/a JD MINERALS

THE STATE OF TEXAS }

COUNTY OF ANDERSON }

This instrument was acknowledged before me on the 18th day of August, 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

ROYALTY ASSIGNMENT

THIS ASSIGNMENT made this 1st day of September, 1995, by and between VIOLET B. LARSEN and JANET K. ZANS, Co-Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignors"; and VIOLET B. LARSEN, Trustee, or her successor(s) in trust under the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignors, receipt whereof is hereby acknowledged, Assignors do hereby sell, convey, transfer, assign and set over unto Assignee, and her heirs, successors and assigns, all of the right, title, interest, claim and demand of Assignors, in and to all of the following described royalty interests, to-wit:

An undivided 1280/9241.29 of 7/16 of 1% (.00060600) overriding royalty interest in the following:

Birch Creek Unit - Frontier and Bear River Formations

Township 27 North, Range 113 West, 6th P.M.

Section 25: All
Section 26: All

An undivided 420/600 of 7/16 of 1% (.00306250) overriding royalty interest in the following:

Birch Creek Unit - Almy Formation

Township 27 North, Range 113 West, 6th P.M.

Section 24: SE/4NW/4SW/4, NE/4SW/4, S/2SW/4, SW/4NW/4SE/4, SW/4SE/4
Section 25: W/2, W/2E/2E/2
Section 26: SE/4NE/4SE/4, NE/4SE/4SE/4

An undivided 7/16 of 1% (.00437500) overriding royalty interest in the following:

Township 27 North, Range 113 West, 6th P.M.

Section 26: W/2SW/4SW/4, W/2NWS/4SW/4, W/2SW/4NW/4

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignee, her heirs, successors, representatives and assigns forever.

IN WITNESS WHEREOF, VIOLET B. LARSEN and JANET K. ZANS, Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, have hereunto set their names the day and year first above written.

LOWELL E. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988,

By Violet B. Larsen
Violet B. Larsen, Trustee

By Janet K. Zans
Janet K. Zans, Trustee

253936

RECORDED Sept. 13, 1995 11:15AM
IN BOOK 102 MTG PAGE 185
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

186

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 1ST day of September, 1995, by VIOLET B. LARSEN and JANET K. ZANS, Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988.

Witness my hand and official seal.

My commission expires:

ANNA M COPELAND - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 16, 1998

Anna M Copeland
Notary Public

[redacted] [redacted] [redacted]

VERIFICATION OF IDENTITY OF CO-TRUSTEE

Violet B. Larsen and Lowell E. Larsen, being first duly sworn upon their oaths according to law, state as follows:

1. That the names and address of the Trustees of the Lowell E. Larsen Living Trust dated September 26, 1988, are as follows:

Lowell E. Larsen and Violet B. Larsen
210 Hay Street
Rock Springs, WY 82901

2. That Lowell E. Larsen, one of the initial co-trustees of said trust, died on the 19th day of May, 1995, as reflected by the copy of the death certificate of said Lowell E. Larsen attached hereto, and that on the 6th day of June, 1995, Janet K. Zans succeeded to the trusteeship of Lowell E. Larsen in accordance with the provisions of said trust, and as reflected by the copy of the Acceptance of Appointment as Successor Co-Trustee attached hereto.

3. That Violet B. Larsen and Janet K. Zans are now serving in the capacity of co-trustees of the Lowell E. Larsen Living Trust dated September 26, 1988.

Violet B. Larsen
VIOLET B. LARSEN
Date: 6-6, 1995

Janet K. Zans
JANET K. ZANS
Date: 6-6, 1995

The State of Wyoming)
: ss.
County of Sweetwater)

Violet B. Larsen, of lawful age, being first duly sworn upon her oath, deposes and says:

That she is one of the co-trustees mentioned in the foregoing instrument subscribed by her; and that she has read the foregoing instrument, knows the contents thereof, and states that the contents thereof are true and correct to the best of her information and belief.

Violet B. Larsen
VIOLET B. LARSEN

Subscribed before me this 6th day of June, 1995.

My commission expires:

THEDA A. KNUDSEN - Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires Aug. 1, 1997

Thida A Knudsen

Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

Janet K. Zans, lawful age, being first duly sworn upon her oath, deposes and says:

That she is one of the co-trustees mentioned in the foregoing instrument subscribed by her; and that she has read the foregoing instrument, knows the contents thereof, and states that the contents thereof are true and correct to the best of her information and belief.

Janet K. Zans
JANET K. ZANS

Subscribed before me this 6th day of June, 1995.

My commission expires:

_____

Theda A. Knudsen
Notary Public

THEDA A. KNUDSEN - Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires Aug. 1, 1997

[redacted] [redacted] [redacted]

ACCEPTANCE OF APPOINTMENT AS

SUCCESSOR CO-TRUSTEE

I, Janet K. Zans, accept my appointment as successor co-trustee of the Lowell E. Larsen Living Trust dated September 26, 1988, effective the 6th day of June, 1995, to serve in accordance with the provisions of said trust.

Dated this 6th day of June, 1995.

Janet K. Zans
JANET K. ZANS

83

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK. FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER

DECEDENT

1. DECEDENT - NAME: FIRST LOWELL MIDDLE E. LAST LARSEN
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): May 19, 1995
4. SOCIAL SECURITY NUMBER: 520-10-3577
5a. AGE - Last Birthday (Years): 79
5b. UNDER 1 YEAR: Months / Days / Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): February 25, 1916
7a. PLACE OF DEATH (Check only one): HOSPITAL ☐ Inpatient ☒ ER/Outpatient ☐ DOA; OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): Memorial Hospital of Sweetwater County
7c. CITY, TOWN, OR LOCATION OF DEATH: Rock Springs
7d. COUNTY OF DEATH: Sweetwater
8. STATE OF BIRTH (If not in U.S.A., name country): South Dakota
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Violet Palm
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Accountant
12b. KIND OF BUSINESS OR INDUSTRY: Natural Gas Utility
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sweetwater
13c. CITY, TOWN OR LOCATION: Rock Springs
13d. STREET AND NUMBER: 210 Hay Street
13e. INSIDE CITY LIMITS? (Specify yes or no): Yes
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0 - 12): 12; College (1 - 4 or 5+): 5

PARENTS

17. FATHER'S NAME: First Lawrence Middle Last Larsen
18. MOTHER'S NAME: First Helen Middle Maiden Surname Young

INFORMANT

19a. INFORMANT - NAME (Type or Print): Mrs. Violet Larsen
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS - STREET OR R.F.D. NUMBER: 210 Hay Street
CITY OR TOWN: Rock Springs, Wyoming
STATE
ZIP CODE: 82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): Removal-Cremation
20b. DATE (Mo., Day, Yr.): May 22, 1995
20c. CEMETERY OR CREMATORY - NAME: Intermountain Cremation Services
20d. LOCATION - CITY OR TOWN, STATE: Salt Lake City, Utah
21a. FUNERAL SERVICE LICENSEE OR Person Acting - Signature (If required by State): [signature] Number: 406
21b. NAME OF FACILITY: Vase Funeral Home Number: 85
21c. ADDRESS OF FACILITY: 154 Elk Street, Rock Springs, Wyoming

CERTIFIER

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature]
22b. DATE SIGNED (Mo., Day, Yr.): May 22, 1995
22c. HOUR OF DEATH: 8:05P M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)
To Be Completed by CERTIFYING PHYSICIAN Only

23a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] Deputy Coro
23b. DATE SIGNED (Mo., Day, Yr.): May 22, 1995
23c. HOUR OF DEATH: 8:05P
23d. PRONOUNCED DEAD (Mo., Day, Yr.): May 19, 1995
23e. PRONOUNCED DEAD: 8:05P
To Be Completed by CORONER Only

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Randal C. Moseley, M.D., 430 Broadway Avenue, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): May 22, 1995

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

20. IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Sudden Death — Approximate Interval: Onset and D: Minu
DUE TO (OR AS A CONSEQUENCE OF):
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST:
b. Ischemic Heart Disease — Year
DUE TO (OR AS A CONSEQUENCE OF):
c.
DUE TO (OR AS A CONSEQUENCE OF):
d.

PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I: Diabetes
27. AUTOPSY (Specify yes or no): No
28. WAS CASE REFERRED TO ME.E. (Specify yes or no): Yes

29. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined
30a. DATE OF INJURY (Month, Day, Year):
30b. TIME OF INJURY: M
30c. INJURY AT WORK? (Specify yes or no):
30d. IF FEMALE, WAS INJURY OCCUPATION?
30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):
30f. LOCATION (Street and Number or Rural Route Number, City

VR 2-89
4/94 15M

190

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-041345 (CEL. W-777)

KNOW ALL MEN BY THESE PRESENTS, That Violet B. Larsen and Janet K. Zans, Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of Sweetwater County, Wyoming, assignors, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand, the receipt of which is hereby acknowledges, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Violet B. Larsen, Trustee, or her successor(s) in trust under the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988.

Being in all total of an undivided .43750% 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 27 North, Range 113 West, 6th P.M.

Section 25: All
Section 26: All

containing 1,280.00 acres, more or less.

WITNESS our hands this 1 day of September, 1995.

LOWELL B. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988

By Violet B. Larsen
Violet B. Larsen, Trustee

By Janet K. Zans
Janet K. Zans, Trustee

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Violet B. Larsen and Janet K. Zans, Trustees of the Lowell B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, this 15 day of September, 1995.

Witness my hand and official seal.

My commission expires:

ANNA M. COPELAND - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 18, 1999

Anna M. Copeland
Notary Public

253937

RECORDED Sept. 13 1995 11:15 AM
IN BOOK 102 MISC PAGE 191
FEES 11.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

QUALIFICATION OF ASSIGNEES OF OVERRIDING ROYAL UNDER UNITED STATES OIL AND GAS LEASE 2-041345 (CEL. W-777)

The Assignees hereby request approval of assignment of royalty and certifies as follows:

1. The Assignees are 21 years of age or over, and citizens of the United States.

   X Native born ___ Naturalized.

2. Assignee is a corporation or other legal entity (kind) - N/A

3. Assignees' interest, direct or indirect does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignees are the sole parties in interest in this assignment.

5. The undersigned agree that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing fee: $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigneds' knowledge and belief.

Executed this 1 day of September, 1995.

LOWELL E. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1966,

By Violet B. Larsen
Violet B. Larsen, Trustee

By Janet K. Zans
Janet K. Zans, Trustee

Address: 210 Hay Street, Rock Springs, Wyoming 82901.

[redacted] [redacted] [redacted]

VERIFICATION OF IDENTITY OF CO-TRUSTEE

Violet B. Larsen and Lowell E. Larsen, being first duly sworn upon their oaths according to law, state as follows:

1. That the names and address of the Trustees of the Lowell E. Larsen Living Trust dated September 26, 1988, are as follows:

Lowell E. Larsen and Violet B. Larsen
210 Hay Street
Rock Springs, WY 82901

2. That Lowell E. Larsen, one of the initial co-trustees of said trust, died on the 19th day of May, 1995, as reflected by the copy of the death certificate of said Lowell E. Larsen attached hereto, and that on the 6th day of June, 1995, Janet K. Zans succeeded to the trusteeship of Lowell E. Larsen in accordance with the provisions of said trust, and as reflected by the copy of the Acceptance of Appointment as Successor Co-Trustee attached hereto.

3. That Violet B. Larsen and Janet K. Zans are now serving in the capacity of co-trustees of the Lowell E. Larsen Living Trust dated September 26, 1988.

Violet B. Larsen
VIOLET B. LARSEN
Date: 6-6, 1995

Janet K Zans
JANET K. ZANS
Date: 6-6, 1995

The State of Wyoming)
: ss.
County of Sweetwater)

Violet B. Larsen, of lawful age, being first duly sworn upon her oath, deposes and says:

That she is one of the co-trustees mentioned in the foregoing instrument subscribed by her; and that she has read the foregoing instrument, knows the contents thereof, and states that the contents thereof are true and correct to the best of her information and belief.

Violet B. Larsen
VIOLET B. LARSEN

Subscribed before me this 6th day of June, 1995.

My commission expires:

THEDA A. KNUDSEN - Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires Aug. 1, 1997

Theda A. Knudsen

Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

Janet K. Zans, lawful age, being first duly sworn upon her oath, deposes and says:

That she is one of the co-trustees mentioned in the foregoing instrument subscribed by her; and that she has read the foregoing instrument, knows the contents thereof, and states that the contents thereof are true and correct to the best of her information and belief.

Janet K. Zans
JANET K. ZANS

Subscribed before me this 6th day of June, 1995.

My commission expires:

8-1-97

Theda A. Knudsen
Notary Public



[redacted] [redacted] [redacted]

ACCEPTANCE OF APPOINTMENT AS

SUCCESSOR CO-TRUSTEE

I, Janet K. Zans, accept my appointment as successor co-trustee of the Lowell E. Larsen Living Trust dated September 26, 1988, effective the 6th day of June, 1995, to serve in accordance with the provisions of said trust.

Dated this 6th day of June, 1995.

Janet K. Zans
JANET K. ZANS

83

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

HANDS: OK

DECEDENT

1. DECEDENT - NAME: FIRST LOWELL MIDDLE E. LAST [illegible]SEN
2. SEX: Male
3. DATE OF BIRTH: May 19, 1[illegible]5
4. SOCIAL SECURITY NUMBER: [illegible]
5. AGE - LAST BIRTHDAY (Years): 7[illegible]
6. DATE OF DEATH: February 25, 1916
7a. PLACE OF DEATH (Check only one): HOSPITAL ☐ Inpatient ☒ ER/Outpatient ☐ DOA; OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): Memorial Hospital of Sweetwater County
7c. CITY, TOWN, OR LOCATION OF DEATH: Rock Springs
7d. COUNTY OF DEATH: Sweetwater
8. STATE OF BIRTH (If not in U.S.A., name country): South Dakota
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Violet Palm
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Accountant
12b. KIND OF BUSINESS OR INDUSTRY: Natural Gas Utility
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sweetwater
13c. CITY, TOWN OR LOCATION: Rock Springs
13d. STREET AND NUMBER: 210 Hay Street
13e. INSIDE CITY LIMITS? (Specify yes or no): Yes
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): 5

PARENTS

17. FATHER'S NAME: First Lawrence; Middle; Last Larsen
18. MOTHER'S NAME: First Helen; Middle; Maiden Surname Young

INFORMANT

19a. INFORMANT - NAME (Type or Print): Mrs. Violet Larsen
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: 210 Hay Street; CITY OR TOWN: Rock Springs, Wyoming; STATE; ZIP CODE: 82901

DISPOSITION

20a. Burial, Cremation, Removal, Donation, Other (Specify): Removal-Cremation
20b. DATE (Mo., Day, Yr.): May 22, 1995
20c. CEMETERY OR CREMATORY - NAME: Intermountain Cremation Services
20d. LOCATION - CITY OR TOWN; STATE: Salt Lake City, Utah
21a. FUNERAL SERVICE LICENSEE OR PERSON ACTING - Signature: [signature]; Number: 406
21b. NAME OF FACILITY: Vase Funeral Home; Number: 85
21c. ADDRESS OF FACILITY: 154 Elk Street, Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only
22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature]
22b. DATE SIGNED (Mo., Day, Yr.): May 22, 1995
22c. HOUR OF DEATH: 8:05P M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only
23a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] Deputy Coro[illegible]
23b. DATE SIGNED (Mo., Day, Yr.): May 22, 1995
23c. HOUR OF DEATH: 8:05P
23d. PRONOUNCED DEAD (Mo., Day, Yr.): May 19, 1995
23e. PRONOUNCED D[illegible]: 8:05P

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Randal C. Moseley, M.D., 430 Broadway Avenue, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): May 22, 1995

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26. IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Sudden Death
DUE TO (OR AS A CONSEQUENCE OF):
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST:
b. Ischemic Heart Disease
DUE TO (OR AS A CONSEQUENCE OF):
c.
DUE TO (OR AS A CONSEQUENCE OF):
d.
Approximate Interval Between Onset and Death: Minu[illegible] / Year

PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I: Diabetes
27. AUTOPSY (Specify yes or no): No
28. WAS CASE REFERRED TO CORONER? (Specify yes or no): Yes

29. MANNER OF DEATH: ☒ Natural; ☐ Accident; ☐ Suicide; ☐ Homicide; ☐ Pending Investigation; ☐ Could not be Determined
30a. DATE OF INJURY (Month, Day, Year):
30b. TIME OF INJURY: M
30c. INJURY AT WORK? (Specify yes or no):
30d. DESCRIBE HOW INJURY OCCURRED:
30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):
30f. LOCATION (Street and Number or Rural Route Number, City

VR 2-89
4/94 15M

1916

[redacted] [redacted] Well(s): Fed[redacted]24
Veal Federal 10-20
Chorney Federal 30-21

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF SUBLETTE §

SOUTHLAND ROYALTY COMPANY and MERIDIAN OIL PRODUCTION INC., Delaware Corporations, whose address is 5613 DTC Parkway, Englewood, Colorado 80111-3208 (hereinafter referred to as "Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto:

XERIC OIL AND GAS CORPORATION
P O BOX 51311
MIDLAND, TX 79710-1311

("Assignee"), all of Assignor's right, title and interest in and to the following:

(i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, limited as to the lands and depths indicated on Exhibit "A" (collectively the "Leases"), together with identical undivided interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;

(ii) The wells, equipment, materials and other personal property, fixtures and improvements on the Leases as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided, however, Equipment shall not include vehicles, communications equipment, tools, warehouse stock, compressors or leased equipment located on the Leases;

(iii) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and

(iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases.

All of Assignor's interest in the above mentioned assets is herein collectively referred to as the "Interests".

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations as specifically noted and reflected on Exhibit "A", and the right of joint use of any agreements assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

253972

RECORDED Sept. 15 19 95 3:05 PM
BOOK 102 MISC PAGE 197
FEES 14.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

197

1. This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period of, or from, or in connection with Assignor's ownership or operation of the Interests. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Interests subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ASSIGNOR.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

3. TO THE EXTENT APPLICABLE TO THE INTERESTS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEXAS BUSINESS & COMMERCIAL CODE.

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

5. This Assignment and Bill of Sale may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed the 20th day of August, 1995, but shall be effective as of the 1st day of August, 1995 (the "Effective Date").

ASSIGNOR:
SOUTHLAND ROYALTY COMPANY

By: _____
Kent Beers, Attorney-in-Fact

MERIDIAN OIL PRODUCTION INC.

By: _____
Kent Beers, Attorney-in-Fact

ASSIGNEE: XERIC OIL AND GAS CORPORATION
P O BOX 51311
MIDLAND, TX 79710-1311

ATTEST:

By: NO SEAL

By: _____

Name: RANDALL CAPPS

Title: PRESIDENT

199

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kent Beers, Attorney-in-Fact for Southland Royalty Company a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of August, 1995.

MY COMMISSION EXPIRES:

WENDY HUGHES NOTARY PUBLIC STATE OF TEXAS EXPIRES JAN 27, 1999

Wendy Hughes
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kent Beers, Attorney-in-Fact for Meridian Oil Production Inc., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of August, 1995.

MY COMMISSION EXPIRES:

WENDY HUGHES NOTARY PUBLIC STATE OF TEXAS EXPIRES JAN 27, 1999

Wendy Hughes
Notary Public in and for the State of Texas

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RANDALL CAPPS, PRESIDENT of XILIC OIL AND GAS CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 24th day of August, 1995.

MY COMMISSION EXPIRES:

Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
JOAN H. ROBISON
Notary Public, State of Texas
My Commission Expires
01/22/96

[redacted]

Sale 115P
Lot No : 153
[redacted]

Lot 153

EXHIBIT A

Page 1 of Exhibit

CO FILE NO.....	TYPE INSTRUMENT.....	INST DATE.	GRANTOR LESSOR.....	GRANTEE LESSEE.....	RECORDING DATA.	LEGAL DESCRIPTION.....
[redacted]Y35338 220	LEASE FOR OIL AND GAS	05/01/76	U S DEPT OF INT, BLM WYW-54466	HARRY K. VEAL	N/A	T28N-R111W, SUBLETTE COUNTY, WYOMING SEC. 17: ALL SEC. 20: W/2
WY35337 220	LEASE FOR OIL AND GAS	02/01/73	U.S. DEPT OF INTERIOR, BUREAU OF LAND MANAGEMENT, W-38071	JOAN CHORNEY		S/2 OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 111 WEST, SUBLETTE COUNTY, WY.
016335	LEASE FOR OIL AND GAS	12/01/65	U S DEPT OF INT, BLM W-0320797	MARGARET E. ALLEN	N/A	T27N-R110W, SUBLETTE COUNTY, WYOMING SEC. 23: E/2SE/4 SEC. 26: NE/4NE/4

201

ASSOCIATED WELLS:

PROPERTY NUMBER...	DP WELL NUMBER	WELL NAME.....	LOCATION.....
571404201	22421A	VEAL FEDERAL 10-20	SEC 20-T28N-R111W
571403800	23965A	CHORNEY FEDERAL 30-21	SEC 21-T28N-R111W
571403800	23965A	CHORNEY FEDERAL 30-21 (APO)	SEC 21-T28N-R11W
5500950	19861	FEDERAL 20-24	SEC 23,24,25,26-T27N-R110W

202

RECEIVED
11 1995

STATE OF WYOMING)
ss.
COUNTY OF SWEETWATER)

AFFIDAVIT OF IDENTITY

BEFORE ME, the undersigned authority, personally came and appeared Leonard Hay, who being first duly sworn upon his oath states as follows:

1. I, Leonard Hay, have personal knowledge of the facts set forth in this Affidavit and am competent and willing to testify to the same.

2. By that certain Assignment of Operating Rights dated February 26, 1982, and recorded in Book 65 Oil & Gas at Page 36, I assigned to Tony Cates an undivided 0.8857143% leasehold working interest in and to that certain oil and gas lease dated July 1, 1985, and recorded in Book 58 Oil & Gas, Page 626, from Brandt M. Jensen, et al, as lessor, to Leonard Hay, as lessee (hereinafter "Lease") insofar as the Lease pertains to the following described lands in Sublette, County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14: Lots 1, 2, NE/4NW/4
Section 15: Lots 1, 2

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

Limited, however, to the interval from the surface of the earth down to the stratigraphic equivalent of 10,320 feet below the surface in the #1 Jensen well, located in the SW/4NW/4 of Section 11, Township 31 North, Range 109 West, 6th P.M.

(hereinafter "Lands").

3. By that certain Assignment, Bill of Sale and Conveyance dated effective September 1, 1994, and recorded in Book 99 Oil & Gas at Page 549, H. H. Cate, Jr. assigned all of his right, title and interest in and to the Lease and Lands to Sheffield Exploration Company, Inc.

4. I am personally aware that "Tony Cates" and "H. H. Cate, Jr." are references to one and the same person. "Tony" is a nick name, and "Cates" is a misspelling of the actual surname of H. H. Cate, Jr.

Further your affiant sayeth not.

Leonard Hay
Leonard Hay

253978

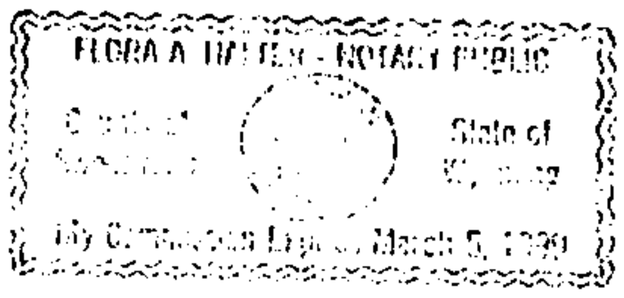
RECORDED Sept 18 1995 9:30
IN BOOK 109 PAGE 200
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF WYOMING)
ss.
COUNTY OF SWEETWATER)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7 day of Sept., 1995, by Leonard Hay.

Flora A Halter
Notary Public

My Commission Expires:
March 5, 1999



204

Recorded Sept. 18, 1995 11:00 AM
In Book 107 of Misc Page 204
Fees $10.00
Sublette County Clerk
By Cathy Sexton, Deputy

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

253981

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between John N. Chrisman Revocable Trust, u/a/d 6/11/92, John N. Chrisman Trustee
P.O. Box 310
Big Piney, WY 83101
and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

***All references made to the term one-eighth (1/8th) royalty contained in this lease form are hereby modified to read a royalty of one-sixth (1/6th).**

in the County of Sublette, State of Wyoming, containing 628.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Key Bank of Wyo., Kemmerer, Wy. 83101 520-34-1690 at
or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE) **SS NO. OR TAX ID**

John M. Schriever 520341690

ACKNOWLEDGEMENTS

INDIVIDUAL
(For use in all states)

STATE OF Wyoming }
County of Sublette } S.S.

On this 8th day of August, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared John M. Schriever 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 Nov. 4, 1996

Lela L. Sanders
Notary Public

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

INDIVIDUAL
(For use in all states)

STATE OF _____ }
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ 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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor (hereafter "Owner") is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee (hereafter "Operator") agrees to reimburse the Owner for such deductions.

3) Surface and damage stipulations:

a. Owner hereby gives, grants and conveys to Operator, its agents, employees and assigns, a right to enter upon and use the property of Owner for the purposes of drilling, completing and or producing on the above described lands, together with the right-of-way and easement across the lands of Owner to construct and maintain an access road, well site tank battery, and pipelines, and other such related facilities being necessary for the operator's complete enjoyment and rights granted in the oil and gas lease.

b. Operator shall notify Owner prior to entry upon said lands, and shall consult with Owner, and or his representative as to the location of well sites, roads, pipelines and other facilities. All surface and mineral uses not inconsistent with the rights of Operator, including the right to grant successive easements thereon or across, are hereby reserved to Owner and consideration shall always be given to such reserved rights and uses when locating well sites, roads, pipelines and facilities. Owner agrees to notify Operator prior to the granting of successive easements of protective covenants together with agreements for contribution and maintenance by the new Grantee on the affected property.

c. ROADS & PIPELINES: Right-of-Way compensation shall be at a rate of $16.00 per linear rod as surface damage and shall be a one time payment. All pipelines and right of ways shall be limited to 20 feet in width, and for actual traveled roadbed, a reasonable width not to exceed fifteen (15) feet from the center of such right-of-way for fills, shoulder and crossings unless altered by the parties in writing. It is agreed by the parties hereto that all roads shall be properly graded, drained and maintained by Operator. Reseeding shall be accomplished over the entire disturbed area unless otherwise agreed.

d. Operator agrees to fence pits and other dangerous areas, and at all times keep the site and rights-of-way safe and in good order, and free of litter and debris. At any site where Operator does not discover oil, gas or hydrocarbons in commercial quantities, and determines the well to be a "dry hole", Operator shall restore and reseed said area after replacing the top soil. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All cleanup and restoration requirements shall be completed by Operator within six (6) months after termination of drilling or production activities at any well site or right-of-way.

e. No fences, cattle guards or other improvements of Owner shall be cut or damaged by Operator except with a prior written consent of Owner and payment of damages as appropriate, or other safeguards to protect the rights and properties of Owner and its surface lessee, if any. Upon final termination of drilling activities and or production of the Operator's oil and gas lease on the above property, Operator shall return all roads and other rights-of-way to their original condition as near as practical, and reseed them, unless otherwise agreed to by the parties hereto.

f. Operator agrees to compensate Owner for extraordinary loss or damage caused by Operator, its agents or employees to the property or livestock and that of its surface Operator, if any. In the event of default by the Operator in the payment of any sums herein above provided, Owner shall notify Operator in writing, and Operator shall have sixty (60) days after the date of such notification within which to cure such default and make the required payment. In the event Operator does not cure default within the time specified, and if becomes necessary, the parties hereto agree to submit to arbitration and abide by the decision thereof.

g. No road or pipeline or other facility shall be built or used within 300 feet of the existing residence in said S½SE¼, Section 2 without prior written consent of owner.

4) Operator is aware of the importance of existing hay meadows on Owner's lands and will use its best efforts not to conduct operations on said meadows during the growing and cutting season.

5) Notwithstanding anything to the contrary in the "printed form" of this lease, all stipulations in this Exhibit "A" shall take precedent over any conflicts or ambiguities.

Signed for identification John M. Chrisman

Lessor

[redacted] [redacted] [redacted]

Recorded Sept. 18, 1995 11:00 AM
In Book 109 OG Page 207
Fee $10.00
Sublette County Clerk
By Bertha Sexton, Deputy

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

253982

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between Pamela C. Ready, P.O. Box 398, Big Piney, WY 83101 and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

*** See Exhibit "A" attached hereto and incorporated by this reference.**

in the County of Sublette, State of Wyoming, containing 628.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate at the wellhead market 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Key Bank of Wyoming at 18th Street and Carey Ave., Cheyenne, WY 82003 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE)

Pamela C. Ready

Pamela C. Ready

SS NO. OR TAX ID

ACKNOWLEDGEMENTS

INDIVIDUAL
(For use in all states)

STATE OF Wyoming
County of Sublette } S.S.

On this 8th day of August, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Pamela C. Ready 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 Nov. 4, 1995

Lela L. Sanders
Notary Public

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

Address: Big Piney, Wy. 83113

INDIVIDUAL
(For use in all states)

STATE OF _____
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ 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

RECORDING INFORMATION

STATE OF _____
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

Exhibit "A"

to Oil and Gas Lease dated June 27, 1995.

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor (hereafter "Owner") is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee (hereafter "Operator") agrees to reimburse the Owner for such deductions.

3) Surface and damage stipulations:

a. Owner hereby gives, grants and conveys to Operator, its agents, employees and assigns, a right to enter upon and use the property of Owner for the purposes of drilling, completing and or producing on the above described lands, together with the right-of-way and easement across the lands of Owner to construct and maintain an access road, well site tank battery, and pipelines, and other such related facilities being necessary for the operator's complete enjoyment and rights granted in the oil and gas lease.

b. Operator shall notify Owner prior to entry upon said lands, and shall consult with Owner, and or his representative as to the location of well sites, roads, pipelines and other facilities. All surface and mineral uses not inconsistent with the rights of Operator, including the right to grant successive easements thereon or across, are hereby reserved to Owner and consideration shall always be given to such reserved rights and uses when locating well sites, roads, pipelines and facilities. Owner agrees to notify Operator prior to the granting of successive easements of protective covenants together with agreements for contribution and maintenance by the new Grantee on the affected property.

c. ROADS & PIPELINES: Right-of-Way compensation shall be at a rate of $16.00 per linear rod as surface damage and shall be a one time payment. All pipelines and right of ways shall be limited to 20 feet in width, and for actual traveled roadbed, a reasonable width not to exceed fifteen (15) feet from the center of such right-of-way for fills, shoulder and crossings unless altered by the parties in writing. It is agreed by the parties hereto that all roads shall be properly graded, drained and maintained by Operator. Reseeding shall be accomplished over the entire disturbed area unless otherwise agreed.

d. Operator agrees to fence pits and other dangerous areas, and at all times keep the site and rights-of-way safe and in good order, and free of litter and debris. At any site where Operator does not discover oil, gas or hydrocarbons in commercial quantities, and determines the well to be a "dry hole", Operator shall restore and reseed said area after replacing the top soil. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All cleanup and restoration requirements shall be completed by Operator within six (6) months after termination of drilling or production activities at any well site or right-of-way.

e. No fences, cattle guards or other improvements of Owner shall be cut or damaged by Operator except with a prior written consent of Owner and payment of damages as appropriate, or other safeguards to protect the rights and properties of Owner and its surface lessee, if any. Upon final termination of drilling activities and or production of the Operator's oil and gas lease on the above property, Operator shall return all roads and other rights-of-way to their original condition as near as practical, and reseed them, unless otherwise agreed to by the parties hereto.

f. Operator agrees to compensate Owner for extraordinary loss or damage caused by Operator, its agents or employees to the property or livestock and that of its surface Operator, if any. In the event of default by the Operator in the payment of any sums herein above provided. Owner shall notify Operator in writing, and Operator shall have sixty (60) days after the date of such notification within which to cure such default and make the required payment. In the event Operator does not cure default within the time specified, and if becomes necessary, the parties hereto agree to submit to arbitration and abide by the decision thereof.

g. No road or pipeline or other facility shall be built or used within 300 feet of the existing residence in said S½SE¼, Section 2 without prior written consent of owner.

4) Operator is aware of the importance of existing hay meadows on Owner's lands and will use its best efforts not to conduct operations on said meadows during the growing and cutting season.

5) Notwithstanding anything to the contrary in the "printed form" of this lease, all stipulations in this Exhibit "A" shall take precedent over any conflicts or ambiguities.

Signed for identification: Pamela C Read
Lessor

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 31st day of August, 19 95, by and between

Robert V. Thompson, a widower
P.O. Box 220
Big Piney, Wyoming 83113

253984

RECORDED Sept. 18, 1995 11:20 AM
IN BOOK 102M016 PAGE 210
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sawyer

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or 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), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly 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 being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, S½NW¼, SW¼NE¼, SW¼, W½SE¼
Section 6: S½NE¼, E½SE¼
Section 8: NE¼NW¼

See Exhibit "A" attached hereto and made a part hereof.

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 632.10 acres, more or less.

1. It is agreed that lease shall remain in force for a term of five (5) years from November 18, 1995 and as long hereafter 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 filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) 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, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds from the mouth of the well, payable monthly.

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 from the mouth of the well, payable monthly.

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 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 houses, barns, or other facilities, including Lessors water facilities 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 operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

Robert V. Thompson

SS# 520-16-3868

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Robert V Thompson, 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 6th day of September, 1995.

My commission expires:

Nov. 4, 1996

Lela L Sanders
Notary Public

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

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, 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 _____ day of _____, 199_____.

My commission expires:

_____

_____
Notary Public

c:\wp51\Record\Dolar.Lse

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 31, 1995 by and between Robert V. Thompson, Lessor, and Dolar Oil Properties, Lessee:

Lessor, or the current surface owner, and Lessee agree to enter into negotiations for and to execute a Right-of-Way and Surface Damages Agreement prior to Lessee conducting any operations on the surface of the leased premises.

The Right-of-Way and Surface Damages Agreement referred to above shall, at a minimum, provide that Lessee shall notify Lessor in advance, of its intentions to conduct operations on said premises. Said agreement shall specify the dollar amounts to be paid to Lessor for all surface damages and shall also stipulate the standards to which the leased premises shall be restored upon termination of operations, in whole or in part, by Lessee.

Signed for Identification this 6 day of September 1995.

Robert V. Thompson

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 31st day of August, 1995, by and between

Robert V. Thompson, a widower
P.O. Box 220
Big Piney, Wyoming 83113

253985

RECORDED Sept. 18 1995 11:20AM
IN BOOK 102076 PAGE 213
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or 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), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly 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 being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW¼
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼

See Exhibit "A" attached hereto and made a part hereof.

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 806.61 acres, more or less.

1. It is agreed that lease shall remain in force for a term of five (5) years from ~~this date~~ May 22, 1996 and as long hereafter 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 filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) 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, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds from the mouth of the well, payable monthly.

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 from the mouth of the well, payable monthly.

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 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 houses, barns, or other facilities, including Lessors water facilities 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

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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 operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

Robert V. Thompson

SS# 520-16-3968

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Robert V Thompson, 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 6th day of September, 1995.

My commission expires:

Nov. 4, 1996

Lela L Sanders
Notary Public

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

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, 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 _____ day of _____, 199_____.

My commission expires:

_____

_____
Notary Public

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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 31, 1995 by and between Robert V. Thompson, Lessor, and Dolar Oil Properties, Lessee:

Lessor, or the current surface owner, and Lessee agree to enter into negotiations for and to execute a Right-of-Way and Surface Damages Agreement prior to Lessee conducting any operations on the surface of the leased premises.

The Right-of-Way and Surface Damages Agreement referred to above shall, at a minimum, provide that Lessee shall notify Lessor in advance, of its intentions to conduct operations on said premises. Said agreement shall specify the dollar amounts to be paid to Lessor for all surface damages and shall also stipulate the standards to which the leased premises shall be restored upon termination of operations, in whole or in part, by Lessee.

Signed for Identification this 6 day of September, 1995.

Robert V. Thompson

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 31st day of August, 19 95, by and between

Robert V. Thompson, a widower
P.O. Box 220
Big Piney, Wyoming 83113

253986

RECORDED Sept. 18, 1995 11:20a M
IN BOOK 102046 PAGE 216
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or 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), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly 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 being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE¼NE¼
Section 12: NE¼, N½SE¼, NE¼SW¼, S½NW¼

See Exhibit "A" attached hereto and made a part hereof.

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 400.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of five (5) years from ~~this date~~ November 18, 1995 and as long hereafter 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 filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) 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, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds from the mouth of the well, payable monthly.

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 from the mouth of the well, payable monthly.

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 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 houses, barns, or other facilities, including Lessors water facilities 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 operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

Robert V. Thompson

SS# 520-16-3668

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Robert V Thompson, 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 6th day of September 1995.

My commission expires:

Nov. 4, 1996

Lela L Sanders
Notary Public

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

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, 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 _____ day of _____, 199_____.

My commission expires:

_____
Notary Public

c:\wp51\Record\Dolar.Lse

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 31, 1995 by and between Robert V. Thompson, Lessor, and Dolar Oil Properties, Lessee:

Lessor, or the current surface owner, and Lessee agree to enter into negotiations for and to execute a Right-of-Way and Surface Damages Agreement prior to Lessee conducting any operations on the surface of the leased premises.

The Right-of-Way and Surface Damages Agreement referred to above shall, at a minimum, provide that Lessee shall notify Lessor in advance, of its intentions to conduct operations on said premises. Said agreement shall specify the dollar amounts to be paid to Lessor for all surface damages and shall also stipulate the standards to which the leased premises shall be restored upon termination of operations, in whole or in part, by Lessee.

Signed for Identification this 6 day of September 1995.

Robert V. Thompson

[redacted] [redacted] [redacted]

ASSIGNMENT OF LEASEHOLD AND MINERAL INTERESTS

THIS ASSIGNMENT, dated as of September 13, 1995, is from DOLAR OIL PROPERTIES, a Sole Proprietorship, 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047 hereinafter called "Assignor", to the following parties:

50% - R.K. O'CONNELL
P.O. Box 2003, Casper, Wyoming 83101

50% - FREEMAN INVESTMENTS
3415 S. Clayton Blvd., Englewood, Colorado 80110

hereinafter called "Assignee".

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee all of Assignor's right, title and interest under and by virtue in the following described lands (all of which are herein called the "Interests"):

A. The oil and gas leases, licenses, permits and other agreements described in Exhibit "A" attached hereto and made a part hereof subject to existing burdens, together with any mineral, royalty, overriding royalty or other interests described in Exhibit "A", insofar only as the same cover and relate to the land described in Exhibit "A" (the "Land"), together with any other right, title and interest in and to the Land;

B. The rights and obligations existing under certain contracts and agreements that benefit or burden the foregoing, including, but not limited to, operating agreements, tax partnership agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts and gas processing contracts; and

C. Assignor herein hereby expressly excepts, reserves and retains title to an undivided one-half of one percent of eight-eighths (½ of 1% of 8/8ths)of all oil, gas and casinghead gas produced, saved and marketed from said lands under the provisions of the aforesaid leases, or any extensions or renewal therof, as an overriding royalty, free and clear of any cost and expense of the development and operation therof, excepting taxes applicable to said interest and the production therefrom.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordinate in and to any and all rights and actions of covenant or warranty that Assignor may have against any and all preceding owners and vendors of the Interests.

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

DATED THIS 13th day of September, 1995.

DOLAR OIL PROPERTIES, a Sole Proprietorship

By: _____
Mark S. Dolar, Sole Proprietor

253987

RECORDED Sept. 18, 1995 11:20 AM
IN BOOK 102 of 6 PAGE 219
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of September 1995, by Mark S. Dolar; sole proprietor of DOLAR OIL PROPERTIES to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
10/5/96

Mary K. Hecker
Notary Public

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 5, 1996
MARY K. HECKER
1992 Visconti Cove
Sandy, Utah 84093

b:\freedom\asgn

220

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF LEASEHOLD AND MINERAL INTERESTS DATED SEPTEMBER 13, 1995 BY AND BETWEEN DOLAR OIL PROPERTIES ("ASSIGNOR"); AND R.K. O'CONNELL AND FREEMAN INVESTMENTS, ("ASSIGNEE").

Sublette County, Wyoming

Tract I:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102046 ;Page 210 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, S½NW¼, SW¼NE¼, SW¼, W½SE¼
Section 6: S½NE¼, E½SE¼
Section 8: NE¼NW¼

Tract II:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102046 ;Page 213 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW¼
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼

Tract II:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102046 ;Page 216 .
DESCRIPTION:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE¼NE¼
Section 12: NE¼, N½SE¼, NE¼SW¼, S½NW¼

[redacted] [redacted] State Y 33-36 [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF Wyoming)
COUNTY OF Sublette) 253994

RECORDED Sept 19, 1995 8:40AM
IN BOOK 109 M+G PAGE 221
FEES 19.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

That Karen Ralston Slade, P.O. Box 759, Euless, Texas, 76039, 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, and for the mutual covenants herein contained, does hereby grant, bargain, sell, convey and assign, without warranty of title, either express or implied, and subject to the reservations, conditions and covenants hereinafter provided, unto:

Ralston Living Trust
10344 W. US 54
Pratt, Kansas 67124

its heirs, successors and assigns, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the lease(s) described in Exhibit A, attached hereto; insofar and only insofar as said lease(s) includes and covers the interest particularly described and set forth in Exhibit A, attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto, and all contracts, agreements, permits, franchises, licenses, easements, servitude and rights-of way pertaining to the assigned interest or the production and marketing of hydrocarbons therefrom.

Assignor expressly excepts and reserves unto itself, its successors and assigns, all of its right, title and interest in and to any and all overriding royalties, the oil, gas and other minerals attributable to the lands set forth on Exhibit A unless specifically conveyed in said Exhibit A.

Assignor also does hereby grant, bargain, sell, transfer, assign, convey and deliver unto Assignee, Assignee's heirs, successors and assigns, all of Assignor's right, title and interest in an to the personal property, material and equipment, used for and in conjunction with the subject leases, for oil and gas purposes.

The entire right, title, interest and estate assigned is hereinafter collectively referred to as the "Property". The effective date of the transaction contemplated herein shall be Aug. 1, 1995, 7:00 a.m., local time (hereinafter referred to as the "Effective Date").

This Assignment and Bill of Sale is made subject to the exceptions, reservations, covenants and conditions hereinafter set forth;

1. This Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representation of or warranty of title either express or implied.

2. This Assignment and Bill of Sale is made and accepted from and after the Effective Date, subject to, and Assignee hereby assumes, any and all overriding royalties, payments out of production, net profits obligations and other burdens or encumbrances, due out of production secured on or after the Effective Date, to which said Property may be subject.

3. Assignee by these presents agrees to comply with the express and implied covenants and conditions under the terms of the Property assigned herein together with all orders and contracts of whatsoever kind to which said Property may be subject, from and after the Effective Date hereof, including, but not limited to, those set forth in Exhibit "A" hereto.

4. Assignor shall be responsible for all taxes arising from operation of the Property and production therefrom prior to the Effective Date hereof, Assignee shall be responsible for all taxes arising from operation of the Property and production therefrom after the Effective Date hereof. Property taxes for the current tax year shall be prorated between Assignor and Assignee as of the Effective Date. Assignee shall pay and bear all sales taxes, if any, and all documentary transfer taxes relating to the transfer of the Property. Assignee shall promptly cause this Assignment and Bill of Sale to be recorded and shall furnish Assignor with a recorded copy thereof. Assignee shall pay and bear all recording fees and similar costs relative to the Property it acquires.

5. After the Effective Date, Assignor shall have the right to hold all production prior thereto attributable to the Property for Assignor's account and thereafter for the account of Assignee. In accounting to Assignee for revenues received by Assignor after the Effective Date, Assignor shall offset all attributable costs of production, including overhead (such costs to be computed in accordance with Assignor's existing accounting practices), against net revenues accruing to the Property from proceeds from the sale of such production. Net revenues shall be the proceeds remaining after deduction of all royalties, overriding royalties, and any severance production and prorated ad valorem taxes, windfall profits taxes, and all other taxes (except federal income taxes), and any other payments out of or with respect to production with which the Property is burdened or encumbered. If such revenues are insufficient to offset such costs, Assignee agrees to remit payment to Assignor for the difference within thirty (30) days of receiving Assignor's invoice.

6. If it becomes necessary to plug and abandon any well(s) covered under this Assignment and Bill of Sale, Assignee, at Assignee's sole risk and expense, will plug and abandon said well(s) in accordance with all local, state and federal rules and regulations, and will restore the premises to the condition they were in prior to the drilling of said well(s). Assignee further

agrees to indemnify and hold Assignor harmless from any liability or expense that may become due or payable in connection with any well(s) plugged before or after the Effective Date of this Assignment and Bill of Sale, whether or not such liability or expense is incurred as a result of demands made by an authorized regulatory body, or any party or parties claiming to have a vested interest in the subject Property, or otherwise.

Assignee assumes responsibility for the condition and operation of the Property and indemnifies and agrees to respond to, defend and hold Assignor, its parent, subsidiaries and affiliates, and their officers, directors, employees and agents harmless from and against any and all losses, costs (including court costs and/or fines or penalties), expenses (including attorney's fees), demands, actions, causes of action and liabilities, of every kind and character, and any and/or all claims for damages, injuries, wrongful death or any other relief (collectively, "Claims"), whether arising from or contributed to by the negligence in any form of Assignor, its officers, directors, employees, agents, contractors or subcontractors, that are based on, created by, arise out of, are incident to or result from the ownership, use, occupations, maintenance, operation and/or abandonment of the Property by Assignor or Assignee or their contractors or subcontractors. Assignee shall secure and maintain in full force and effect policies of insurance with reliable insurance carriers sufficient to satisfy Assignee's indemnity obligations hereunder. Each such insurance policy shall be endorsed with a waiver of subrogation in favor of Assignor. Notwithstanding the foregoing, Assignor agrees to defend, indemnify and hold Assignee harmless from and against any and all verifiable Claims by third parties or governmental agencies which are not instigated or exacerbated by Assignee and which are asserted against Assignee, of which Assignee has provided written notice to Assignor, within one (1) year of the Effective Date of this Assignment and Bill of Sale, that are based on, created by, arise out of, are incident to or result from the ownership, use, occupation, maintenance, operation and/or abandonment of the Property by Assignor or its contractors or subcontractors. Assignor's indemnification shall not apply to any Claims for which notice is not received by Assignor as provided herein. If any provision, in whole or in part, of this indemnification is found to be violative of any valid law, rule or regulation, then this indemnification shall be read as if such violative provision or portion thereof was not contained herein and shall not void the remainder of the indemnification.

8 Assignee acknowledges that it has been informed that oil and gas producing formations can contain naturally occurring radioactive material (hereinafter referred to as "NORM"). Formation of scale or deposits of sludge can concentrate low levels of NORM on equipment. A moderate health hazard may exist when entering, dismantling or repairing this equipment. Therefore, Assignee may need to follow safety procedures when handling this equipment.

9 This Assignment and Bill of Sale and all rights, reservations and covenants in connection therewith shall be considered covenants running with the land and shall insure to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns; PROVIDED, HOWEVER, no transfer or encumbrance of any of said Property shall be made unless the same be made expressly subject to this Assignment and Bill of Sale and unless the vendee, assignee or transferee shall assume all or the applicable part of the obligations hereunder.

10 Assignee shall comply with all applicable laws, ordinances, rules and regulations and shall promptly obtain and maintain all permits required by public authorities in connection with the Property.

11 Assignee shall assume any or all gas imbalances existing on or before the effective date of this assignment. Assignor shall be relieved from any further obligation to Assignee for payment of any or all gas imbalances. Assignee recognizes Assignor's gas imbalance status and accepts such as its own. Assignee will defend, indemnify and hold Assignor harmless from any claims by any party entitled to payment for any or all gas imbalances.

12 Subject to the provisions of the following paragraph, Assignee agrees that for a period of seven years after the closing date all books and records delivered to Assignee by Assignor pursuant to the provisions of this agreement shall be retained by Assignee in as near the same condition as received from Assignor. Assignee shall furnish copies of the records to the extent not retained by Assignor, to Assignor at Assignor's expense.

Assignee shall make such records available to Assignor and its officers, employees, consultants and representatives upon reasonable notice and during normal business hours for the purposes of (1) preparing and delivering any accounting provided for under this Agreement and adjusting, prorating and settling the charges and credits provided for in this Agreement; (2) complying with any law, rule or regulation affecting Assignor's interest in the Assets prior to the Closing Date; (3) preparing any audit of the books and records of any third party relating to Assignor's interest in the Assets prior to the Closing Date, or responding to any audit prepared by such third parties; (4) preparing tax returns; (5) responding to or disputing any tax audit; or (6) asserting, defending or otherwise dealing with any claim or dispute under this Agreement.

In the event that Assignee transfers all or a portion of the Property to any third party during such period, Assignee may transfer to such third party all or a portion of the Records relating to the Property being transferred, provided that (1) Assignee retains a copy of such records, or (2) such third party expressly assumes in writing the obligations of Assignee set forth in this Section and Assignee first offers Assignor the opportunity, at Assignor's expense, to copy such Records. In the event that Assignee desires to destroy or dispose of all or any portion of the Records during such period, Assignee shall first offer Assignor the opportunity, at Assignor's expense (without any payment to Assignee), to obtain such Records prior to destruction or disposition thereof by Assignee.

In addition, Assignee shall permit reasonable access of representatives of Assignor to employees of Assignee and its affiliates on a mutually convenient basis to obtain additional information with respect to the continuing obligations or rights, if any, of Assignor in connection with the Property or this Agreement.

13 Assignee agrees to reimburse Assignor for the value, less taxes, of the merchantable oil and/or distillate above pipeline connections in the lease stock tanks as of the Effective Date, and which is attributable to the Property at the prevailing market value in the area adjusted for grade and gravity. Assignor agrees to accept the tank gauges and gas meter readings as taken by the Operator of the Property.

14 Assignee agrees that, as soon as practicable but no later than thirty (30 days) after the date hereof, it will remove or cause to be removed the names and marks used by Assignor and all variations and derivatives thereof and logos relating thereto from the Property and will not thereafter make any use whatsoever of such names, marks and logos.

15 As part of the consideration for the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this agreement.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the property granted, bargained, sold, conveyed, transferred, assigned and delivered as aforesaid unto Assignee, Assignee's successors and assigns, subject to the matters set forth herein; PROVIDED HOWEVER, THIS ASSIGNMENT AND BILL OF SALE IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES RELATING TO (1) TITLES TO THE SUBJECT PROPERTY AND (2) THE CONDITION OR MERCHANTABILITY OF THE SUBJECT PROPERTY OR THE FITNESS OF THE SUBJECT PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES. HOWEVER, THIS ASSIGNMENT AND BILL OF SALE IS GIVEN WITH ANY AND ALL RIGHTS OF SUBROGATION AGAINST PREDECESSORS IN INTEREST. ASSIGNEE HAS INSPECTED THE SUBJECT MATERIAL, EQUIPMENT AND PERSONAL PROPERTY AND ACCEPTS THE SAME "AS IS, WHERE IS", AND "WITH ALL FAULTS", All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning the subject Property, Wells and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation of warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability. Assignee specifically assumes the risk of description, title, and the condition of the subject Property.

Provided, Further, this Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the subject Property or any part thereof insofar as such covenants and warranties extend beyond the Effective Date hereof.

ASSIGNOR:

Karen Ralston Slade

Karen Ralston Slade

ASSIGNEE:

Ralston Living Trust

Ralston Living Trust

EXECUTED this 8th day of September, 1995, but effective as of 7:00 a.m. on the 1st day of August, 1995.

Witness: _____ By: _____

STATE OF TEXAS)
) SS:
TARRANT COUNTY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Karen Ralston Slade known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of this office, this 8th day of September, A.D., 1995.

Melinda Vickers Nukes
Comm Exp 2-24-99

Exhibit "A"

Well Name		Spot	Sec	TWN	RGE	Formation Limitation
STATE Y 33-36		NWSE	36	27N	112W	Surface to 9,663 ft.

STATE Y 33-36

EXHIBIT "B"

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

226

LEASE NO.: 95-00108

PARCEL NO.: 170

FUND: Common School

Form Approved by the Board
and Effective March 1, 1982

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

Thomas J. Noonan

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land:

40.00	NE¼SW¼
640.00	All

Section 6, Twp. 29 N., Rg. 110 W., 6th P.M.
Section 16, Twp. 29 N., Rg. 110 W., 6th P.M.

County: Sublette

Total Acres: 680.00

Advance Rental $: 680.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of April, 1995 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

BOARD OF LAND COMMISSIONERS STATE OF WYOMING

By: Jan K. Magagna
Director,
State Land and Farm Loan Office

LESSEE: Thomas J Noonan
THOMAS J. NOONAN

Address: 1300 MANOR DRIVE

City: CASPER State: WY Zip: 82609-3105

Telephone No. 307-235-7988

253996

RECORDED Sept. 19, 1995 10:30AM
IN BOOK 102 Misc 6 PAGE 226a
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

[redacted] [redacted]

OIL AND G[redacted]SE TERMS

Section 1. THE LESSEE AGREES:

(a) **BOND.** To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties according to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)**PAYMENTS.** To make all payments accruing hereunder to the State Land and Farm Loan Office, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)**RENTALS.** Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)**ROYALTIES.** The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) **DISPOSITION OF ROYALTY OIL AND GAS.** To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) **MEASUREMENTS OF PRODUCTION.** To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) **MONTHLY PAYMENTS AND STATEMENTS.** Unless the time of payment is otherwise extended by the State Land and Farm Loan Office, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon contiguous or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) **WELLS TO BE DRILLED.** To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)**LOG OF WELLS AND REPORTS.** To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while such well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, reports shall be submitted in duplicate and the State Land and Farm Loan Office may waive such reports as conditions may warrant.

(j)**PRODUCTION.** To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)**SUSPENSION OF OPERATIONS.** Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)**DILIGENCE-PREVENTION OF WASTE.** To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)**TAXES AND WAGES-FREEDOM OF PURCHASE.** To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)**ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS.** Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the State Land and Farm Loan Office when authority to do so has been delegated by the Board and will,be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)**DELIVER PREMISES IN CASE OF FORFEITURE.** To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 4(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessor as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land and Farm Loan Board a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

228

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW137228

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. R. [redacted] Meridian State County

253997

RECORDED Sept. 19, 1995 10:30AM
IN BOOK 102 M+G PAGE 228
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Jackson

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 27[illegible] R. 106W 06th Meridian WY State Sublette County

Sec. 004 S2NE,SENW,E2SW,SE;
005 SWNE,S2NW,S2;
007 E2SW;
008 ALL;
009 N2NE,S2SW,SE;
017 N2,SE;
020 NE;

Total acres in lease 2480.000
Rental retained $ 3720.00

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)

AUG 18 1995 (Date)

EFFECTIVE DATE OF LEASE SEP 01 1995

FOR LESSEE

(Continued on reverse)

[redacted] [redacted] [redacted]

4. (a) Unders[redacted]hat (1) offeror is a citizen of the United States; an association [redacted]ens; a municipality; or a corporation organized under the laws [redacted] 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 required 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.

230

WY-91-7230

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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

[redacted] [redacted] [redacted]

[redacted] [redacted] WY [redacted]

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BIM 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.

6. Material sites.

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).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

WYW137238

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: Cirsium aridum (Cedar Rim thistle);

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW137238

TIMING LIMITATION STIPULATION - TLS

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

(1) Feb 1 to Jul 31;

On the lands described below:

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

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

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

WYW137238

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]

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.

2BB

Recorded Sep 13, 1995 at 1:01 P M
In Book 373PR Page 239 Kemmerer WY
No 808164 Marsha Moe, Clerk

ROYALTY ASSIGNMENT

THIS ASSIGNMENT made this 1st day of September, 1995, by and between VIOLET B. LARSEN and JANET K. ZANS, Co-Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignors"; and VIOLET B. LARSEN, Trustee, or her successor(s) in trust under the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignors, receipt whereof is hereby acknowledged, Assignors do hereby sell, convey, transfer, assign and set over unto Assignee, and her heirs, successors and assigns, all of the right, title, interest, claim and demand of Assignors, in and to all of the following described royalty interests, to-wit:

An undivided .00010365 overriding royalty interest in the following:

Green River Bend Unit FR P/A A-B

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

An undivided .00031376 overriding royalty interest in the following:

0050306-999 Green River Bend BR P/A

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

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignee, her heirs, successors, representatives and assigns forever.

IN WITNESS WHEREOF, VIOLET B. LARSEN and JANET K. ZANS, Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, have hereunto set their names the day and year first above written.

LOWELL E. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988,

By Violet B. Larsen
Violet B. Larsen, Trustee

By Janet K. Zans
Janet K. Zans, Trustee

254001

RECORDED Sept. 19 1995 11:30AM
IN BOOK 102 PAGE 236
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 15 day of September 1995, by VIOLET B. LARSEN and JANET K. ZANS, Trustees of the Lowell E. Larsen Living Trust, and any amendments thereto, dated September 26, 1988.

Witness my hand and official seal.

My commission expires:

ANNA M. COPELAND - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 16, 1999

Anna M. Copeland
Notary Public

241

VERIFICATION OF IDENTITY OF CO-TRUSTEE

Violet B. Larsen and Lowell E. Larsen, being first duly sworn upon their oaths according to law, state as follows:

1. That the names and address of the Trustees of the Lowell E. Larsen Living Trust dated September 26, 1988, are as follows:

Lowell E. Larsen and Violet B. Larsen
210 Hay Street
Rock Springs, WY 82901

2. That Lowell E. Larsen, one of the initial co-trustees of said trust, died on the 19th day of May, 1995, as reflected by the copy of the death certificate of said Lowell E. Larsen attached hereto, and that on the 6th day of June, 1995, Janet K. Zans succeeded to the trusteeship of Lowell E. Larsen in accordance with the provisions of said trust, and as reflected by the copy of the Acceptance of Appointment as Successor Co-Trustee attached hereto.

3. That Violet B. Larsen and Janet K. Zans are now serving in the capacity of co-trustees of the Lowell E. Larsen Living Trust dated September 26, 1988.

Violet B. Larsen
VIOLET B. LARSEN
Date: 6-6, 1995

Janet K. Zans
JANET K. ZANS
Date: 6-6, 1995

The State of Wyoming)
: ss.
County of Sweetwater)

Violet B. Larsen, of lawful age, being first duly sworn upon her oath, deposes and says:

That she is one of the co-trustees mentioned in the foregoing instrument subscribed by her; and that she has read the foregoing instrument, knows the contents thereof, and states that the contents thereof are true and correct to the best of her information and belief.

Violet B. Larsen
VIOLET B. LARSEN

Subscribed before me this 6th day of June, 1995.

My commission expires:

THEDA A. KNUDSEN - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Aug. 1, 1997

Theda A. Knudsen

[redacted] [redacted] [redacted]

242

Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

Janet K. Zans, lawful age, being first duly sworn upon her oath, deposes and says:

That she is one of the co-trustees mentioned in the foregoing instrument subscribed by her; and that she has read the foregoing instrument, knows the contents thereof, and states that the contents thereof are true and correct to the best of her information and belief.

Janet K. Zans
JANET K. ZANS

Subscribed before me this 6th day of June, 1995.

My commission expires:

_____

Theda A. Knudsen
Notary Public

THEDA A. KNUDSEN - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Aug. 1, 1997

239

240

243

ACCEPTANCE OF APPOINTMENT AS

SUCCESSOR CO-TRUSTEE

I, Janet K. Zans, accept my appointment as successor co-trustee of the Lowell E. Larsen Living Trust dated September 26, 1988, effective the 6th day of June, 1995, to serve in accordance with the provisions of said trust.

Dated this 6th day of June, 1995.

Janet K. Zans
JANET K. ZANS

83

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER

DECEDENT

1. DECEDENT - NAME: FIRST LOWELL; MIDDLE E.; LAST LARSEN
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): May 19, 1995
4. SOCIAL SECURITY NUMBER: 520-10-3577
5a. AGE - Last Birthday (Years): 79
5b. UNDER 1 YEAR: Months; Days
5c. UNDER 1 DAY: Hours; Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): February 25, 1916
7a. PLACE OF DEATH (Check only one): HOSPITAL: ☐ Inpatient ☒ ER/Outpatient ☐ DOA; OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): Memorial Hospital of Sweetwater County
7c. CITY, TOWN, OR LOCATION OF DEATH: Rock Springs
7d. COUNTY OF DEATH: Sweetwater
8. STATE OF BIRTH (If not in U.S.A., name country): South Dakota
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Violet Palm
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Accountant
12b. KIND OF BUSINESS OR INDUSTRY: Natural Gas Utility
12c. RESIDENCE - STATE: Wyoming
12d. COUNTY: Sweetwater
12e. CITY, TOWN OR LOCATION: Rock Springs
12f. STREET AND NUMBER: 210 Hay Street
12g. INSIDE CITY LIMITS? (Specify yes or no): Yes
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - If yes, specify Cuban, Mexican, Puerto Rican, Etc.): ☒ No ☐ Yes (Specify)
15. RACE - American Indian, Black, White, Etc (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): 5

PARENTS

17. FATHER'S NAME: First Lawrence; Middle; Last Larsen
18. MOTHER'S NAME: First Helen; Middle; Maiden Surname Young

INFORMANT

19a. INFORMANT - NAME (Type or Print): Mrs. Violet Larsen
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER 210 Hay Street; CITY OR TOWN Rock Springs, Wyoming; STATE; ZIP CODE 82901

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify): Removal-Cremation
20b. DATE (Mo., Day, Yr.): May 22, 1995
20c. CEMETERY OR CREMATORY - NAME: Intermountain Cremation Services
20d. LOCATION - CITY OR TOWN, STATE: Salt Lake City, Utah
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] Number: 406
21b. NAME OF FACILITY: Vase Funeral Home Number: 85
21c. ADDRESS OF FACILITY: 154 Elk Street, Rock Springs, Wyoming

CERTIFIER

To Be Completed by CERTIFYING PHYSICIAN Only
22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature]
22b. DATE SIGNED (Mo., Day, Yr.): May 22, 1995
22c. HOUR OF DEATH: 8:05P M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To Be Completed by CORONER Only
23a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] Deputy Coro
23b. DATE SIGNED (Mo., Day, Yr.): May 22, 1995
23c. HOUR OF DEATH: 8:05P
23d. PRONOUNCED DEAD (Mo., Day, Yr.): May 19, 1995
23e. PRONOUNCED D: 8:05P

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Randal C. Moseley, M.D., 430 Broadway Avenue, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): May 22, 1995

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

29. IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Sudden Death
DUE TO (OR AS A CONSEQUENCE OF):
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST:
b. Ischemic Heart Disease
DUE TO (OR AS A CONSEQUENCE OF):
c.
DUE TO (OR AS A CONSEQUENCE OF):
d.
Approximate Interval Between Onset and Death: a. Minu; b. Year

PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I: Diabetes

31. AUTOPSY (Specify yes or no): No
32. WAS CASE REFERRED TO CORONER? (Specify yes or no): Yes

30. MANNER OF DEATH: ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Could not be Determined ☐ Homicide
30a. DATE OF INJURY (Month, Day, Year):
30b. TIME OF INJURY: M
30c. INJURY AT WORK? (Specify yes or no):
30d. IF INJURY AT WORK, DESCRIBE HOW INJURY OCCURRED:
30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):
30f. LOCATION (Street and Number or Rural Route Number, City

VR 2-89
4/94 15M

148

249

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY

KNOW A. MEN BY THESE PRESENTS:

On March 28, 1994, but effective February 1, 1994, an assignment of overriding royalty was entered into by and between C.E.C. Industries Corp., Assignor, and LaBarge Royalty Partnership and Charles J. Brown & Patty N. Brown, Joint Tenants with Rights of Survivorship, Assignees, covering the purchase and sale of interest in oil and gas leases and wells, all described in said Assignment as Exhibit "A" and "B" attached thereto, to which assignment and exhibits reference is hereby made for all purposes.

There were errors made in said assignment of March 28, 1994 and is corrected in the following respects and in the following respect only, viz:

Lease Number	Legal Description	Percentage
E-022241	T28N-R113-6th P.M. Section 22: Lot 1, N½, SW¼, NW¼SE¼ Section 27: S½SW¼	1.21875%
E-024445	T30N-R112W-6th P.M. Section 19: E½SW¼ (Limited to Stray 3 & 4 of Sands Almy Formation)	1%
W-0125391 (W-014052)	T28N-R113W-6th P.M. Section 2: Lots 5,6	.1796875%
W-02736-A	Deleted (expired lease)	
W-05504	T30N-R113W-6th P.M. Section 14: NE¼	1.35%
	Section 14: NE¼SE¼	2.2875%
W-21125 (W-06206)	T30N-R113W-6th P.M. Section 9: W½ Section 15: SW¼SW¼ Section 21: NW¼	1.35%
	Section 21: NE¼	2.2625%

Executed this _____ day of August, 1995 but effective 12:01 a.m. MST, February 1, 1994.

254010 RECORDED Sept. 21, 1995 9:55 AM
IN BOOK 1029 PAGE 242
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

C.E.C. Industries Corp.

George A. Matthews, Jr.
Director

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 17 day of August, 1995, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came George A. Matthews, Jr., Director of C.E.C. Industries Corp., a corporation of the State of Nevada, personally known to me to be such officer, and to be the same person who has executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for the corporation for the uses and purposes therein set forth.

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

My commission expires 11/21/98

Notary Public
RICHARD G. MATTHEWS
1132 South 500 West
Salt Lake City, Utah 84101
My Commission Expires
November 21, 1998
State of Utah

[redacted] [redacted] [redacted]

INS ASM JDT

WY-909985 -

Form 3000-3
(October 1992)
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 MAY 19 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.: WYW-135803

Lease Effective Date (Anniversary Date): April 1, 1995

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street P.O. Box 2100
   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
Township 27 North, Range 106 West Section 27: N2NW4 Section 33: SE4 Containing 240.00 acres, more or less Sublette County, Wyoming	100%	50%	50%	-0-	-0-

254011

RECORDED Sept. 21 1995 10:05 AM
IN BOOK 102 M+G PAGE 243
FEES 8.00 Mary [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

S86906R3

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 01 1995

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

By /s/ [illegible] (Authorized Officer)

[illegible] (Title)

JUL 26 1995 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear JDT

243

... Land Description in Item No. 2, if

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

On this 12th day of May, 1995, before me personally appeared Patrick Lee Callahan, known to me to ... who is described herein and who executed the within and forgoing instrument, as Attorney-in-Fact ... **EXPLORATION AND PRODUCTION INC.** and acknowledged to me that he subscribed the name ... **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

STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for the above mentioned county and state, do hereby certify that on the 8th day of May, 1995, personally appeared before me, J. A. Sansbury, Attorney-in-Fact, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same of 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.

BIRDENA D. THIBODEAUX
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 19, 1998

My Commission Expires:
July 19, 1998

Birdena D. Thibodeaux
Notary Public in and for the
State of Texas
County of Harris

... made herein by me are true, complete, and correct.

Executed this 8th day of May, 1995

Name of Assignor as shown on current lease Vastar Resources, Inc.
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact J. A. Sansbury (Signature)

15375 Memorial Drive
(Assignor's Address)

Houston, Texas 77079
(City) (State) (Zip Code)

Executed this 12th day of May, 1995

Texaco Exploration and Production Inc.

Assignee _____ (Signature)
or
Attorney-in-fact Patrick Lee Callahan (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.

*U.S. GPO: 1992-774-017/67022

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale ("Assignment") is entered into by and between OLIVE OIL, L.C., a Kansas limited liability company, 300 W. Douglas, Suite 1000, Wichita, Kansas 67202 (hereinafter referred to as "Assignor"), and STATES, INC., a Texas corporation, P. O. Box 911, Breckenridge, Texas 76424-0911 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor, subject to the provisions, terms and conditions herein contained, does hereby agree to sell and Assignee does hereby agree to purchase all rights, titles and interests owned, held or claimed by Assignor including, without limitation, leasehold interests, royalty, overriding royalty, production payments, fee mineral interests, tax credits of any kind, rights to claim revenues or gas resulting from any under-production attributable to the Sale Interest, and other interests of every kind whatsoever, in and to the Oil and Gas Leases situated in the states of Colorado, Montana, North Dakota, South Dakota, Nebraska and Wyoming, more fully specified and described in Exhibits "A" (geographical descriptions) and "B" (schedule of gross working interests and net revenue interests) attached hereto and made a part hereof, which shall be not more than the working interests and not less than the revenue interests in and to the wells and leases described in said Exhibit "B" (hereinafter referred to as "the Subject Leases" and "the Subject Wells").

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Assignee, its successors and assigns, effective as of 7:00 a.m. C.S.T. on August 1, 1995, or at such other time on such day which is consistent with the contracts for the sale of production from the Subject Leases ("Effective Time"), the following properties and rights:

(a) The interests of Assignor in and to the oil and gas leases, leasehold interests and oil and gas wells described in Exhibits "A" and "B", including any reversionary interests applicable to such interests; and

(b) The interests of Assignor in, to and under, or by virtue of or derived from, all property and rights incident to the Subject Leases and the Subject Wells, including, but not limited to, (i) all rights and privileges conferred upon the owner of the Subject Leases with respect to the use and occupancy of the surface and subsurface depths under the land assigned hereunder which may be necessary or convenient to the possession and enjoyment thereof; (ii) all rights in and to any pooled or communitized or unitized acreage by virtue of the interests herein assigned being included in any such pooling, communitization or unitization agreement; (iii) all rights in and to all agreements and contractual rights, easements, rights-of-way, servitudes and other estates which relate to the Subject Leases and the Subject Wells, and including, without limitation, all rights in, to and under or derived from all production sales contracts, operating agreements, purchase, exchange and processing contracts and agreements, surface leases, permits, licenses, options, spacing, pooling and other orders of any governmental agencies, and all other contracts, agreements and instruments attributable or appurtenant to the Subject Leases and Subject Wells, or the production, storage, treatment, transportation, processing, sale or disposal of oil, gas or other hydrocarbons or minerals, water or other substances therefrom; (iv) all tenements, hereditaments and appurtenances belonging to such properties; and (v) all of the real and personal property located on, or used in the operation of, the Subject Leases or land pooled therewith and the Subject Wells, including, without limitation, any salt water disposal or injection wells, gas injection wells, well equipment, casing, tanks, buildings, tubing, rods, pumps, motors, fixtures, machinery and other equipment, compressors, flow lines, power lines, telephone and telegraph lines, roads and other improvements used in the operation of the Subject Leases and Subject Wells.

all of said property being hereinafter referred to collectively as the "Purchased Properties."

TO HAVE AND TO HOLD, all and singular, the Purchased Properties unto the Assignee, its successors and assigns, subject to the following terms and provisions:

ARTICLE I
ASSUMPTION OF OBLIGATIONS

1.1 The interests assigned hereby are subject to the lease royalties, overriding royalties, production payments, net profits obligations, carried working interests and other payments out of

254024

RECORDED Sept. 22 1995 1:45 PM
IN BOOK 102 MG PAGE 245
FEES 22.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

245

or with respect to production which are of record and with which the Subject Leases are encumbered at the Effective Time hereof. Assignee hereby assumes and agrees to perform all of the terms and express and implied covenants and conditions of the Subject Leases and any intervening assignments affecting same at the Effective Time.

1.2 This Assignment is expressly made subject to the terms and express and implied covenants and conditions of (i) that certain unrecorded Purchase and Sale Agreement dated August 25, 1995, between Assignor and Assignee, which by reference is incorporated herein; (ii) all instruments, contracts and agreements affecting the Subject Leases and Subject Wells or the production therefrom which are of record in the county and state in which the Subject Leases and Subject Wells are located, and Assignee hereby assumes and agrees to perform said terms and express and implied covenants and conditions, on and after the Effective Time hereof. All of the terms and obligations of the Purchase and Sale Agreement shall survive the closing of this transaction.

1.3 Assignee hereby assumes and agrees to timely perform and discharge all duties and obligations of the owner of the Subject Leases and Subject Wells accruing on and after the Effective Time hereof, including, but not limited to, the obligation to properly plug and abandon the Subject Wells, at Assignee's sole cost, risk and expense, in accordance with the applicable rules and regulations of any authority having jurisdiction thereover. Assignor shall incur no liability from Assignee's failure to perform and discharge such duties and obligations in a timely manner. Assignee agrees to defend, indemnify and hold Assignor, its successors and assigns, harmless against any and all losses, claims, damages, demands, suits, causes of action and liability (including reasonable attorney's fees and costs of investigation and defense associated therewith) relating to all such duties and obligations.

ARTICLE II
TAXES

All taxes, including, but not limited to, applicable ad valorem taxes, excise taxes, severance and production taxes, and any other local, state or federal taxes or assessments attributable to the Subject Leases and Subject Wells, including any deductions, credits and refunds pertaining thereto, shall be apportioned between Assignor and Assignee as of the Effective Time, and Assignor and Assignee shall each indemnify and hold the other free and harmless from and against any such taxes as apportioned, including interest and penalties thereon.

ARTICLE III
LIABILITIES AND RISK OF LOSS

3.1 Assignor shall be responsible for all costs, expenses, losses, claims, damages, demands, suits, causes of action and liabilities pertaining to the Subject Leases and Subject Wells (and the operation thereof) which occurred prior to the Effective Date hereof. Assignor shall defend, indemnify and hold Assignee, its successors and assigns, harmless against the same, including any costs and expenses for reasonable attorney's fees.

3.2 Assignee shall be responsible for all costs, expenses, losses, claims, damages, demands, suits, causes of action and liabilities pertaining to the Subject Leases and Subject Wells (and the operation thereof) which occur after the Effective Date hereof. Assignee shall defend, indemnify and hold Assignor, its successors and assigns, harmless against the same, including any costs and expenses for reasonable attorney's fees.

ARTICLE IV
ACCOUNTING FOR EXPENSES AND PROCEEDS

All costs and expenses attributable to operations on the Purchased Properties prior to the Effective Time shall be borne by Assignor, and all costs and expenses attributable to such operations on or after the Effective Time shall be borne by Assignee. All proceeds from production on the Purchased Properties attributable to sales made prior to the Effective Time shall belong to Assignor, and all proceeds attributable to such sales made on or after the Effective Time shall belong to Assignee. An accounting for all production, proceeds, costs and expenses belonging to or being borne by Assignor or Assignee shall be completed and all remittances and payments thereof shall be made within sixty (60) days following the closing date. Following such accounting, any funds received by, or costs or expenses billed to, either party that belong to or should be borne by the other party, shall be promptly paid to or remitted by such other party. In the accounting adjustments, Seller will retain and be entitled to payment for Seller's interest in the marketable oil above the pipeline connection in the storage tanks as of the Effective Date.

ARTICLE V
WARRANTY

Seller agrees to bind itself, its successors, legal representatives and assigns, to warrant and forever defend all and singular the properties, rights and interests conveyed unto Buyer, its successors and assigns, forever against every person whomsoever claiming by, through or under Seller but not otherwise. All personal property is to be conveyed and assigned to and accepted by Buyer in its "as is, where is" condition and state of repair, and with all faults and defects, without any representation, warranty or covenant of any kind or nature express, implied or statutory, including, but not limited to, warranties of marketability, quality, condition, merchantability and/or fitness for a particular purpose, all of which are expressly disclaimed.

ARTICLE VI
APPLICABLE LAWS

This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations, and Assignee agrees to timely comply with same.

ARTICLE VII
FURTHER ASSURANCES

Assignor and Assignee and their respective successors and assigns, will do, execute, acknowledge and deliver all further acts, conveyances (including State and Federal assignments), transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to assure more fully to Buyer that it has acquired good title to the Subject Leases and the Subject Wells intended to be conveyed hereunder.

ARTICLE VIII
COUNTERPART EXECUTION

This Assignment is prepared in several identical counterparts. Execution of a counterpart hereof shall have the same force and effect as execution of the original. The counterparts to be filed for record in the various counties will include only that portion of Exhibits "A" and "B" pertaining to the Subject Leases and Subject Wells located in that particular county. A complete copy of this Assignment and complete Exhibits "A" and "B" are available for examination in the offices of Assignee.

ARTICLE IX
INUREMENT

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective legal representatives, successors and assigns, and such terms, covenants and conditions shall be covenants running with the Subject Leases and the land herein described and with each transfer or assignment of said land and Subject Leases.

IN WITNESS WHEREOF, this Assignment, or a counterpart hereof, is executed on this 7th day of September, 1995.

ASSIGNOR
OLIVE OIL, L.C.

By: _____
President

ASSIGNEE
STATES, INC.

By: _____
President

LE11/a5.CRA
082895.at

Acknowledgment

THE STATE OF KANSAS)

COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me, a Notary Public, on the 7th day of September, 1995, by ROBERT A. PAGE, President of OLIVE OIL, L.C., a Kansas limited liability company, on behalf of said company, and by JOHN H. CONNALLY, President of STATES, INC., a Texas corporation, on behalf of said corporation.

RENE' O. NICHOLS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3/5/97

Rene' O. Nichols
Notary Public in and for

EXHIBIT "A"

Fogarty Creek Unit

[redacted] LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE / EXP. DATE	BOOK / COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
810700 0810700	WYOMING STATE LAND AND FARM LOAN OFFICE	ETTA MANDEL	3/02/66 3/02/76	SERIAL SUBLETTE	#66-5165 CO., WY.	640.0000	640.0000
	LEGAL DESCRIPTION ALL 16-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16						
920800 0920800	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	THOMAS HALAGAN	1/01/74 1/01/84	SERIAL SUBLETTE	#W-42791 CO., WY.	266.6500	266.6500
	LEGAL DESCRIPTION 28N-114W - LOTS 7, 8 & 12 SEC. 5; N/2 NW/4, SE/4 NW/4 & NE/4 SW/4 SEC. 21 AS TO ALL RIGHTS ABOVE 9,630'						
[redacted]300 [redacted]300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	J. E. JOUJON-ROCHE	4/01/68 4/01/78	SERIAL SUBLETTE	#11603 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION NE/4 21-28N-114W FROM SURFACE TO 100' BELOW T.D. FOGARTY CREEK #2-16						
927400 927400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ZAREPHA DOBBINS	12/01/75 12/01/85	SERIAL SUBLETTE	#52811 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION NW/4 22-28N-114W ALL RIGHTS ABOVE 9,630'						
287401 287401	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN P. ELLBOGEN	12/01/67 12/01/77	SERIAL SUBLETTE	#9578 CO., WY.	1360.0000	1360.0000
	LEGAL DESCRIPTION 28N-114W - W/2 SEC. 3; NW/4 & E/2 SEC. 4; NE/4 SEC. 5; S/2 NW/4 & NE/4 SEC. 9; NW/4 SEC. 10 BELOW 8,838'						
708000 708000	U. S. DEPARTMENT OF INTERIOR	DONALD B. ANDERSON	10/01/64 10/01/74	38 SUBLETTE	373 CO., WY.	567.6200	567.6200

248

EXHIBIT "A"

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
	BUREAU OF LAND MANAGEMENT						
	LEGAL DESCRIPTION						
	28N-114W - LOTS 9, 10 & 16 SEC. 5; LOTS 10, 11, 12, 13, 14, 17, 18, 19 & 20 SEC. 8; W/2 SW/4 & SE/4 SW/4 SEC. 21 FROM SURFACE TO 8,010'						
924200	U. S. DEPARTMENT OF INTERIOR	PHILADEPHIA OIL CO. OF CALIF.	11/01/66	SERIAL	#2120	320.0000	320.0000
924200	BUREAU OF LAND MANAGEMENT		11/01/76	SUBLETTE	CO., WY.		
	LEGAL DESCRIPTION						
	W/2 15-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16						
924400	U. S. DEPARTMENT OF INTERIOR	JOHN A. YATES	11/01/65	SERIAL	#0320214	1302.0400	1302.0400
924400	BUREAU OF LAND MANAGEMENT		11/01/77	SUBLETTE	CO., WY.		
	LEGAL DESCRIPTION						
	29N-114W - LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 34; LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 35 ALL DEPTHS ABOVE 9,630'						
934000	U. S. DEPARTMENT OF INTERIOR	GEORGE C. REEVES	11/01/65	SERIAL	#0320213	1413.6000	1413.6000
934000	BUREAU OF LAND MANAGEMENT		11/01/75	SUBLETTE	CO., WY.		
	LEGAL DESCRIPTION						
	28N-114W - LOTS 1, 2, 3 & 5-20 SEC. 17; LOTS 1-20 SEC. 20 FROM SURFACE TO 8,010'						
934100	U. S. DEPARTMENT OF INTERIOR	HUMBLE OIL & REFINING COMPANY	4/01/66	SERIAL	#0322610	200.1300	200.1300
934100	BUREAU OF LAND MANAGEMENT		4/01/76	SUBLETTE	CO., WY.		
	LEGAL DESCRIPTION						
	LOT 4 17-28N-114W; NW/4 12-28N-115W FROM SURFACE TO 8,010'						
934200	U. S. DEPARTMENT OF INTERIOR	ETTA MANDEL	2/01/66	SERIAL	#0322083	1092.8000	1092.800
934200	BUREAU OF LAND MANAGEMENT		2/01/76	SUBLETTE	CO., WY.		
	LEGAL DESCRIPTION						

E X H I B I T "A"

[redacted] TEM LEASE & [redacted] ERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
	LOTS 5-8, S/2 SEC. 1; E/2 SEC. 12; E/2 SEC. 13-28N-115W SURFACE TO 8010'						
1934300 1934300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	12/01/65 12/01/75	SERIAL SUBLETTE	#036055 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION						
	SW/4 12-28N-115W SURFACE TO 8,010'						
2933900 2933900	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	7/01/67 7/01/77	SERIAL SUBLETTE	#6317 CO., WY.	40.0000	40.0000
	LEGAL DESCRIPTION						
	LOT 11 5-28N-114W FROM SURFACE TO 8,010'						

[redacted]

[redacted]

[redacted]

251

PAGE

EXHIBIT "B"

Attached to Assignment and Bill of Sale from Olive Oil, L.C. to States, Inc.

STATE OF WYOMING
COUNTY OF SUBLETTE

No.	Lease Name	Operator	Working Interest	Net Revenue Interest
2872	Fogarty Creek Unit	Exxon	.05378720	.04263900
2881	Fogarty	Belco Dev.	.03877970	
7080	Pine Grove	Belco Dev.	.07237810	
8107	Wyo St 66-5165	Howell	.08617720	
9208	Wyo 42791	Dyco Pet.	.11490290	
9242	Wyo 2129 Tr A		.05170630	
9243	Wyo 11603		.05170640	
9244	Wyo 0320214	Yates Pet.	.05745150	
9270	Wyo 9578		.05745150	
9274	Wyo 52811		.08617720	
9338	Wyo 03116	Dyco Pet.	.05745150	
9339	Wyo 6317	Dyco Pet.	.05745150	
9340	Wyo 0320213	Howell	.05745130	
9341	Wyo 0322610	Dyco Pet.	.05745150	
9342	Wyo 0322083	Dyco Pet.	.05745150	
9343	Wyo 036055	Dyco Pet.	.05745150	

ASSIGNMENT AND BILL OF SALE

Between

Olive Oil, L.C.

and

States, Inc.

253

RETURN TO: Breck Operating Corp.
P.O. Box 911
Breckenridge, Texas 76424-0911
Attention: Debbie Wallace
Land Department

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, EQUITY OIL COMPANY and GRIGGS OIL COMPANY, L.P. (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto C. Clare Gregg, 13 Club Lane, Columbine Valley, Colorado, 80123, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one percent of eight-eighths (1% of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas lease described as follows:

LESSOR: BLM, WYW-121697

LESSEE: Standard Energy Corporation
Yellow Ribbon, Inc.

DATE: September 1, 1990

DESCRIPTION: TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M.
Section 2: Lots 1 - 4, S½N½, S½
Section 3: Lots 1, 2, S½NE¼, SE¼
Section 10: E½
Section 11: ALL

Containing 1,926.53 acres, more or less
Sublette County, Wyoming

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: That

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for re-pressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 15th day of September, 1995.

EQUITY OIL COMPANY

BY: _____
David M. Seery, Attorney-in-Fact

GRIGGS OIL COMPANY, L.P.

BY: _____
General Partner

254069

RECORDED Sept. 26, 1995 10:00AM
IN BOOK 102 OTG PAGE 254
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

* * * * * * * * * * *

STATE OF COLORADO)
CITY AND) S
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1995, by David M. Seery, Attorney-in-Fact for EQUITY OIL COMPANY, a Colorado Corporation.

Witness my hand and notarial seal.

ALAN D. WILD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2/17/99

Alan D. Wild, Notary Public
#2110 South, 600 - 17th Street
Denver, CO 80202

* * * * * * * * * * *

STATE OF KANSAS)
) S
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 18th day of September, 1995, by James G. Collins, as General Partner of Griggs Oil Company, L. P.

Witness my hand and notarial seal.

MY COMMISSION EXPIRES:

August 25, 1996

Notary Public
Virginia Lee Smith

VIRGINIA LEE SMITH
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8-25-96

BANK ONE STATES
Big Horn County, WY
Campbell County, WY
Carbon County, WY
Converse County, WY
CROOK COUNTY, WY

LS&G
Lincoln County, WY
Natrona County, WY
Park County, WY
Sublette County, WY
Sweetwater County, WY
Weston County, WY

DEED OF TRUST AND SECURITY AGREEMENT

(Oil and Gas)

The undersigned STATES, INC.
Mortgagor's Name

900 North Breckenridge Avenue, Breckenridge Stephens Texas
Street Address City County State

("Mortgagor"), Brad Bartek (the "Trustee"), and BANK ONE, TEXAS, NATIONAL ASSOCIATION ("Bank"), both of whose address is 500 Throckmorton Street, Fort Worth, Texas 76102, agree as follows:

ARTICLE 1. - DEFINITIONS.

Section 1.1. Defined Terms. For the purposes of this instrument:

(a) "Code" means the Colorado Business and Commerce Code, except with respect to Collateral situated in another state, in which case it means the Uniform Commercial Code of that state.

(b) "Collateral" means Fixture Collateral, Personalty Collateral, and Realty Collateral.

(c) "Effective Date" means the first day of August, 1995, but if no date is specified, the term means the date of execution of this instrument.

(d) "Fixture Collateral" means all of Mortgagor's interest in and to all Operating Equipment which is or becomes so related to the Oil and Gas Property or any part thereof that an interest in the equipment arises under the real property law of the state in which situated.

(e) "Governmental Authority" means the United States, the state, county, city, or any other political subdivision in which the Mortgagor conducts business or the Collateral is situated, and any other political subdivision, agency, commission, or instrumentality exercising jurisdiction over Mortgagor, the Obligations, or the Collateral or from time to time constituted to regulate the development and operation of the Collateral and the production and sale of Hydrocarbons and other minerals therefrom.

(f) "Governmental Requirements" means all laws, ordinances, rules, regulations, judgments, decrees, orders, permits, grants, franchises, licenses, agreements, or other restrictions of any Governmental Authority applicable to Mortgagor, the Obligations, or the Collateral.

(g) "Hydrocarbons" means oil, gas, other liquid or gaseous hydrocarbons, and all products refined therefrom.

(h) "Land" means all land described in Exhibit A attached, in the Leases, or in any other documents, instruments, or agreements described in Exhibit A.

(i) "Leases" means all oil and gas (or oil, gas, and mineral) leases described in Exhibit A attached or that cover or relate to the Land or any part thereof.

(j) "Obligations" means the aggregate of:

(1) A promissory note dated September 1, 1995, in the principal amount of $11,000,000, executed by Mortgagor, payable to the order of Bank, and maturing on August 1, 1996;

254073

RECORDED Sept 26, 1995 11:20AM
IN BOOK 102 Misc PAGE 256
FEES 34.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

[redacted] [redacted] [redacted]

(2) Any and all other or additional indebtedness or liabilities for which Mortgagor is now or may become liable to Bank in any manner (including without limitation overdrafts in a bank account), whether under this instrument or otherwise, either primarily or secondarily, absolutely or contingently, directly or indirectly, and whether matured or unmatured, regardless of how the indebtedness or liability may have been or may be acquired by Bank; and

(3) Any and all extensions and renewals of or substitutes for any of the foregoing indebtedness, obligations, and liabilities or any part thereof.

The Obligations secured by this instrument may include future advances to be made by Bank. Although Mortgagor acknowledges that Bank is not obligated to do so, Bank and Mortgagor presently contemplate that Bank may make future loans to Mortgagor up to the aggregate principal sum of $25,000,000, which are intended to be Obligations secured by this instrument.

(k) "Oil and Gas Property" means all Mortgagor's interests of whatever nature (including but not limited to all royalties, overriding royalties, working interests, net profits interests, production payments, and other interests), whether now owned or hereafter acquired, in:

(1) The Land;

(2) The Leases;

(3) (i) The properties now or hereafter pooled or unitized with the Leases or the Land; (ii) all presently existing or future unitization agreements, communitization agreements, pooling agreements, and declarations of pooled units and the units created thereby (including, without limitation, all units created under any Governmental Requirement) affecting all or any portion of the Leases or the Land, and including, without limitation, the units which may be described or referred to in Exhibit A; (iii) all operating agreements, contracts, subleases, farmouts, and other agreements which relate to any of the Leases or any part of the Land or which relate to the production, sale, purchase, exchange, or processing of the Hydrocarbons from or attributable to the Leases or the Land; and (iv) the Leases and the Land described in Exhibit A even though Mortgagor's interests therein are incorrectly described or a description of a part or all of the Leases or the Land or Mortgagor's interests therein are omitted; and

(4) All unsevered and unextracted Hydrocarbons in, under, or attributable to the Land.

(l) "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies, or other property of whatsoever kind or nature now or hereafter located on any of the Oil and Gas Property, which are useful for the production, treatment, storage, or transportation of Hydrocarbons.

(m) "Personalty Collateral" means all of Mortgagor's interest in and to all Operating Equipment, all Hydrocarbons extracted from or attributable to the Oil and Gas Property, all Production Sale Contracts, and all rents, issues, profits, proceeds, products, revenues, and other income from or attributable to the preceding collateral.

(n) "Proceeds" means whatever is received upon the sale, exchange, collection, or other disposition of the Collateral and from insurance payable by reason of loss or damage to the Collateral.

(o) "Production Sale Contract" means a contract now in effect or hereafter entered into for the sale, purchase, exchange, or processing of Hydrocarbons extracted from or attributable to the Oil and Gas Property.

(p) "Realty Collateral" means all of Mortgagor's interest, now owned or hereafter acquired, in and to the Oil and Gas Property.

Other terms are defined hereafter in this instrument.

ARTICLE 2. - CREATION OF SECURITY.

Section 2.1. Grant. In consideration of Bank's advancing or extending the funds or credit constituting the Obligations, and in consideration of the mutual covenants contained herein, and for the purpose of securing payment of the Obligations, Mortgagor grants, bargains, sells, and conveys the Realty Collateral and Fixture Collateral unto Trustee for the benefit of Bank.

Section 2.2. Creation of Security Interest. In addition to the grant contained in Section 2.1, and for the same consideration, Mortgagor grants to Bank a security interest in all Personalty Collateral and Fixture Collateral, now owned or hereafter acquired by Mortgagor, and all Proceeds.

Section 2.3. Proceeds. The claim of Proceeds shall not be construed to mean that Bank consents to the sale or other disposition of any part of the Collateral other than Hydrocarbons extracted from or attributable to the Oil and Gas Property and sold in the ordinary course of business.

ARTICLE 3. - ASSIGNMENT OF PROCEEDS.

Section 3.1. Bank's Receipt of Production Proceeds. (a) Bank will be entitled to receive all Hydrocarbons (and the Proceeds therefrom) which are extracted from or attributable to the Oil and Gas Property beginning at 7:00 a.m. on the Effective Date. Mortgagor authorizes and directs all parties producing, purchasing, and receiving Hydrocarbons or the Proceeds therefrom to treat Bank as entitled in Mortgagor's place and stead to receive the same; and further those parties will be fully protected in so treating Bank and will be under no obligation to see to the application by Bank of any Proceeds received by it.

(b) Mortgagor hereby assigns to Bank all liens and security interests of Mortgagor securing payment of proceeds from the sale of Hydrocarbons, including security interests provided by Code § 9.319 Revised Civil Statutes of Texas.

Section 3.2. Application of Proceeds. All payments received by Bank pursuant to Section 3.1 above shall be placed in a collateral collection account at Bank and on the 25th day of each month applied as follows:

(a) First, toward satisfaction of all costs and expenses incurred in connection with the collection of Proceeds and the payment of any part of the Obligations not represented by a written instrument.

(b) Second, to the payment of all accrued interest on the Obligations.

(c) Third, to the payment of any then due and owing principal constituting part of the Obligations.

(d) The balance, if any, may either be applied against any unmatured principal constituting part of the Obligations (the method of application being wholly in Bank's discretion) or, at Bank's option, may be released to Mortgagor.

Section 3.3. Mortgagor's Payment Duties. Nothing contained herein will limit Mortgagor's absolute duty to make payment on the Obligations when the Proceeds received by Bank pursuant to this Article 3 are insufficient to pay the interest and principal then owing, and the receipt of Proceeds by Bank will be in addition to all other security now or hereafter existing to secure payment of the Obligations.

Section 3.4. Liability of Bank. Bank has no obligation to enforce collection of any Proceeds and is hereby released from all responsibility in connection therewith except the responsibility to account for Proceeds actually received.

Section 3.5. Assignment of Awards and Settlements. All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings (or threatened condemnation proceedings) or the taking of all or any part of the Collateral under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to any part of Collateral, or to any rights appurtenant thereto, are hereby assigned by Mortgagor to Bank to be applied to the Obligations.

ARTICLE 4. - MORTGAGOR'S WARRANTIES AND COVENANTS.

Section 4.1. Payment of Obligations. Mortgagor covenants that Mortgagor shall pay all Obligations when due. If any part of the Obligations is not evidenced by a writing specifying a due date, Mortgagor agrees to pay the same upon demand. All Obligations are payable to Bank at the address shown above.

Section 4.2. Warranties. (a) Mortgagor warrants that:

(1) Mortgagor, to the extent of the interests specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Collateral and has a good and legal right to grant and convey same to the Trustee and Bank; and

(2) Without limitation as to the coverage of this instrument, where an expense interest, a revenue interest, or a royalty interest is shown, Mortgagor's expense interest is not greater than that shown and that its revenue or royalty interest is not less than that shown; and

(3) The oil and gas (or oil, gas, and mineral) leases included in Oil and Gas Property are valid and subsisting and all rentals and royalties due under each of them have been properly and timely paid; and

(4) No approval or consent of any Governmental Authority is necessary to authorize the execution and delivery of this instrument or of any other written instruments constituting or evidencing the Obligations, or to authorize the observance or performance by Mortgagor of the covenants contained in this instrument or in the other written instruments; and

(5) All information contained in statements furnished or to be furnished Bank by or on behalf of Mortgagor in connection with any of the Obligations or any request made pursuant to this instrument is or will be complete and accurate; and

(6) This instrument creates a first lien and first security interest on the Collateral; and the Collateral is free

from all liens, security interests, or other encumbrances except as specifically set forth in Exhibit A; and

(7) Mortgagor is not obligated, by virtue of a prepayment arrangement under any Production Sale Contract containing a "take or pay" clause or similar arrangement, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor; and

(8) No portion of the Collateral is subject to (i) any contractual or other obligation to deliver Hydrocarbons produced from the Collateral to third parties for a price less than the market value thereof (or in the case of an existing gas sales contract, less than the full regular contract price therefor) or (ii) any contractual or other arrangement whereby payment for production from the Collateral will not be received contemporaneously with delivery (i.e., within 30 days after delivery for oil and within 60 days after delivery for gas); and

(9) No part of the Collateral is subject to a gas balancing arrangement under which an imbalance exists with respect to which Mortgagor is in an "overproduced" status and will be required to: (i) permit one or more third parties to take a portion of the production attributable to the Collateral without payment of the full market price thereof (or in the case of an existing Production Sale Contract, full regular contract); or (ii) make payment in cash, in order to correct the imbalance; and

(10) There are no "back in" or "reversionary" interests held by third parties which would reduce the interest of Mortgagor in the Collateral except as set forth in Exhibit A; and

(11) There are no prior consent rights or preferential purchase rights in third parties affecting any part of the Collateral.

(b) All of the warranties and representations of Mortgagor contained in this instrument are and will be in all respects true and correct both as of the date of execution of this instrument and the Effective Date and as of the date of each extension of credit by Bank to Mortgagor, and the warranties contained in Section 4.2(a)(5) also shall be in all respects true and correct when any item such as referred to therein is furnished to Bank.

(c) Mortgagor warrants and agrees forever to defend the Collateral against every person whomsoever lawfully claiming the same or any part thereof, and Mortgagor shall maintain and preserve the lien and security interest herein created as long as any of the Obligations remain unpaid.

Section 4.3. Further Assurances. Mortgagor agrees to execute and deliver such other and further instruments and do such other and further acts as in the opinion of Bank may be necessary or desirable to carry out more effectively 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 Collateral, or in the execution and acknowledgment of this instrument, any written instrument constituting or evidencing any of the Obligations, or any other document used in connection herewith; and

(b) Prompt execution and delivery of all division or transfer orders which in Bank's opinion are required to transfer to Bank the proceeds from the sale of all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Property.

Section 4.4. Operation of Mortgaged Property. As long as any of the Obligations remain unpaid, and whether or not Mortgagor is the operator of the Oil and Gas Property, Mortgagor shall (at Mortgagor's own expense):

(a) Do all things necessary to keep Mortgagor's rights in the Collateral unimpaired; and

(b) Not abandon any well or forfeit, surrender, or release any lease, sublease, farmout, or any operating agreement without the Bank's prior written consent; and

(c) Cause the Collateral to be maintained, developed, and protected against drainage and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as a prudent operator would in accordance with generally accepted practices, applicable operating agreements, and all Governmental Requirements; and.

(d) Promptly pay or cause to be paid when due and owing (and upon request provide Bank with proof of payment) all rentals and royalties payable in respect of the Collateral; all expenses incurred in or arising from the operation or development of the Collateral; and all taxes, assessments, and governmental charges legally imposed upon this instrument, upon the Collateral, and upon the interest of Bank or of the Trustee; and

(e) Cause the Operating Equipment to be kept in good and effective operating condition and cause to be made all repairs,

renewals, replacements, additions, and improvements thereof or thereto needful to the production of Hydrocarbons from the Oil and Gas Property; and permit the Trustee and Bank (through their agents and employees) to enter upon the Oil and Gas Property for the purpose of investigating and inspecting the conditions and operations of the Collateral; and

(f) Cause the Collateral to be kept free and clear of liens, charges, security interests, and encumbrances of every character other than the lien and security interest created by this instrument; taxes constituting a lien but not due and payable; defects or irregularities in title which are not such as to interfere materially with the development, operation, or value of the Collateral and not such as to affect materially the title thereto; those set forth or referred to in Exhibit A; those being contested in good faith by Mortgagor and which do not, in the judgment of Bank, jeopardize the Trustee's and Bank's rights in and to the Collateral; and those consented to in writing by the Bank; and

(g) Carry with standard insurance companies and in amounts satisfactory to Bank the following insurance: workers' compensation insurance and public liability and property damage insurance in respect of all activities in which Mortgagor might incur liability for death or injury or damage to or destruction of property; and to the extent insurance is carried by others engaged in similar undertakings in the same general areas in which the Collateral is located, well damage and blow out insurance and insurance in respect of the Operating Equipment against loss or damage by fire, lightning, hail, tornado, explosion, and other similar risks. All policies of insurance shall provide for not less than ten days prior written notice to Bank of cancellation, and Bank shall be named as a loss payee of all insurance insuring any of the Operating Equipment against loss or damage. Bank may apply any insurance payments which it receives toward part or full satisfaction of any or all of the Obligations whether or not they are then due.

Section 4.5. Recording and Filing. Mortgagor shall pay all costs of filing, registering, and recording this and every other instrument in addition or supplemental thereto, and all financing statements Bank may require, in such offices and places and at such times and as often as may be, in the judgment of Bank, necessary to preserve, protect, and renew the lien and security interest herein created as a first lien and prior security interest on and in the Collateral and otherwise do and perform all matters or things necessary or expedient to be done or observed by reason of any Governmental Requirements for the purpose of effectively creating, maintaining, and preserving the lien and security interest created herein and on the Collateral. Mortgagor shall also pay the costs of obtaining reports from appropriate filing officers concerning financing statement filings in respect of any of the Collateral in which a security interest is granted herein.

Section 4.6. Records, Statements, and Reports. (a) Mortgagor shall at all times keep complete and accurate business records in conformity with generally accepted accounting principles consistently applied, and Bank may from time to time have access to and examine and copy such records.

(b) When and to the extent required by Bank, Mortgagor shall furnish to Bank:

(1) Within sixty days after the close of each fiscal year of Mortgagor, a copy of Mortgagor's annual audited financial statements, consisting of at least a balance sheet as of the close of the year, a statement of operations, a statement of cash flow , a statement of changes in shareholders' equity (if Mortgagor is a corporation), and a statement of contingent liabilities, signed by independent certified public accountants acceptable to Bank and accompanied by the accountants' opinion that the report fairly presents the financial condition of Mortgagor as of the close of the fiscal year and the results of its operations for the year; and

(2) Within forty-five days after the end of the first three fiscal quarters of each fiscal year of Mortgagor, a copy of Mortgagor's unaudited quarterly financial statements, consisting of at least a balance sheet, a statement of operations, a statement of cash flow, a statement of changes in shareholders' equity, and a statement of contingent liabilities, for the quarter and for the period from the beginning of the fiscal year to the close of the quarter; and

(3) Whenever requested by Bank (but not more than once a year), a report prepared by an independent petroleum engineer or engineering firm acceptable to Bank, prepared in accordance with the customary standards and procedures of the petroleum industry, estimating the quantity of Hydrocarbons recoverable from the Oil and Gas Property and the projected income and expense attributable to the Collateral, including without limitation, a description of reserves, net revenue interests and working interests attributable to the reserves, rates of production, gross revenues, operating expenses, ad valorem taxes, capital expenditures necessary to cause the Oil and Gas Property to achieve the rate of production set forth in the report, net revenues and present value of future net revenues attributable to the reserves and production therefrom, a statement of the assumptions upon which the determinations were made, and any other matters related to the operation of the Oil and Gas Property and the estimated income therefrom; and

(4) Monthly, a report on a lease-by-lease or unit basis showing the gross proceeds from the sale of Hydrocarbons produced from the Oil and Gas Property; the quantity of Hydrocarbons sold; the severance, gross production, occupation, or gathering taxes deducted from or paid out of the proceeds; the lease operating expenses, tangible drilling costs, and capital expenditures; the number of wells operated, drilled, or abandoned; and such other information as Bank may reasonably request; and

(5) Within 30 days of any change and at any time upon request by Bank, a list showing the name and address of each purchaser of Hydrocarbon produced from or attributable to the Realty Collateral; and

(6) Such other information concerning the business affairs and financial condition of Mortgagor as Bank may

from time to time reasonably request.

(c) All financial information shall be in form, substance, and detail satisfactory to Bank in its sole and absolute discretion and, unless Bank consents in writing, shall be prepared in accordance with generally accepted accounting principles applied on a basis consistent with the preceding year and certified as accurately presenting the financial condition of Mortgagor by a certified public accountant or authorized officer or representative of Mortgagor, acceptable to Bank.

Section 4.7. Corporation, Partnership, or Other Entity. If Mortgagor is a corporation, partnership, or any other entity, it is, and will continue to be, duly organized, formed, and existing under the laws of the state in which it is incorporated, organized, or formed, duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and duly authorized to execute and deliver the written instruments comprising the Obligations and this instrument and to observe and perform its duties thereunder and hereunder. Mortgagor will not, without the prior written consent of Bank, make any material change in its management or reorganize or consolidate or merge with any other corporation, partnership, or other entity.

Section 4.8. Indemnification. Mortgagor agrees to indemnify Trustee, Bank, and Bank's officers, directors, shareholders, employees, agents, attorneys, partners, and their respective heirs, successors, and assigns (collectively "Indemnified Parties") against, and to reimburse Indemnified Parties with respect to, all claims, actions, liabilities, damages, losses, and judgments, including strict liability claims (all of which are hereafter referred to as "Claims"), and all costs and expenses and other charges of any description whatsoever, including (without limitation) attorneys fees, court costs, administrative costs, costs of appeal, and all costs and expenses incurred in investigating into or defending against any Claims, made against or sustained or incurred by Indemnified Parties, arising or related in any way to the Collateral, this instrument, or the Obligations, and including the assertion, either before or after the payment in full of the Obligations, that Bank wrongfully received Hydrocarbons or Proceeds pursuant to this instrument. Indemnified Parties will have the right to employ attorneys and to defend against Claims; and, unless furnished with reasonable indemnity, Indemnified Parties will have the right to pay or compromise and adjust all Claims. Mortgagor shall indemnify and pay to Indemnified Parties all amounts as may be paid by Indemnified Parties in compromise or adjustment of any Claim or as may be adjudged against Indemnified Parties in respect of any Claim. The liabilities of Mortgagor as set forth in this Section 4.8 will survive the termination of this instrument.

ARTICLE 5. - DEFAULT.

Section 5.1. Events of Default. The term "Event of Default" means the occurrence of any of the following events or the existence of any of the following conditions:

(a) Failure by Mortgagor to make punctual payment when due of any of the Obligations or other failure to keep or punctually perform any of the provisions contained herein, in any other written instrument evidencing any of the Obligations, in any loan agreement, or in any other agreement with Bank (whether now existing or entered into hereafter); or

(b) Any warranty, representation, or statement by Mortgagor or made or furnished to Bank by or on behalf of Mortgagor in connection with the Obligations is determined by Bank to be untrue in any material respect; or

(c) Mortgagor becomes insolvent, or makes a general assignment for the benefit of creditors, or institutes or consents to any proceeding in insolvency or bankruptcy or for the adjustment, extension, or composition of debts, or for any other relief under any bankruptcy or insolvency law or laws relating to the relief of debtors; or

(d) Mortgagor is adjudged bankrupt, or any involuntary proceeding is instituted against Mortgagor in insolvency or bankruptcy or for the readjustment, extension, or composition of debts or for any other relief under any bankruptcy or insolvency law or laws relating to the relief of debts, and such proceedings are not dismissed within thirty days after being instituted; or

(e) Any substantial part of the property or assets of Mortgagor or any part of the Collateral is attached or is placed in the hands of a receiver, trustee, or other officer or representative of a court or of creditors, and the attachment or receivership continues for any period of thirty consecutive days; or

(f) Mortgagor's title to any substantial part of the Collateral becomes the subject matter of litigation which would or might, in the Bank's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument; or

(g) Mortgagor sells, conveys, mortgages, or grants security interests in or otherwise disposes of or encumbers any of the Collateral or any of Mortgagor's right, title, or interest therein (excluding sales of extracted Hydrocarbons in the ordinary course of Mortgagor's business) without first securing Bank's written consent; or

(h) Mortgagor's death, liquidation, termination of existence, merger or consolidation with another, or forfeiture of right to do business, or a material change in the business, management, or ownership of Mortgagor; or

(i) Bank deems any part of the Collateral or the prospects for repayment of the Obligations impaired.

Section 5.2. Acceleration upon Default. Upon the occurrence of any Event of Default, or at any time thereafter, Bank may, at its option, declare the entire unpaid principal of and the interest accrued on the Obligations to be forthwith due and payable, without any notice, presentment, notice of intent to accelerate, notice of acceleration, or demand of any kind, all of which are hereby expressly waived.

Section 5.3. Operation of Property. Upon the occurrence of an Event of Default, or at any time thereafter, and in addition to all other rights herein conferred on the Trustee, the Trustee (or any person, firm, or corporation designated by Bank) will have the right and power, but will not be obligated, to enter upon and take possession of all or any part of the Collateral, to exclude Mortgagor therefrom, and to hold, use, administer, manage, and operate the same to the extent that Mortgagor could do so. The Trustee, or any person, firm, or corporation designated by Bank, may operate the property without any liability to Mortgagor in connection with the operations except for bad faith; and the Trustee, or any person, firm, or corporation designated by Bank, will have the right to collect, receive, and receipt for all Hydrocarbons produced and sold from the properties, make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right, and privilege of Mortgagor with respect to the Collateral. Providing there has been no foreclosure sale, when and if the expenses of the operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Obligations paid, the properties shall be returned to the Mortgagor.

Section 5.4. Ancillary Rights. Upon the occurrence of an Event of Default, or at any time thereafter, and in addition to all other rights, Bank may proceed by a suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver pending any foreclosure or sale hereunder, or for the enforcement of any other appropriate legal or equitable remedy.

ARTICLE 6. - BANK'S RIGHTS AS TO REALTY COLLATERAL UPON DEFAULT.

Section 6.1. Judicial Foreclosure. Upon the occurrence of an Event of Default, or at any time thereafter, in lieu of the exercise of the non-judicial power of sale hereafter given, Bank may proceed by suit for foreclosure of its lien and for a sale of the Realty Collateral.

Section 6.2. Non-Judicial Foreclosure (Wyoming). Upon the occurrence of an Event of Default, or at any time thereafter, the Trustee shall, in response to Bank's request (which Mortgagor agrees will be presumed to have been given), enforce this trust by selling the Realty Collateral situated in Wyoming under the statutory procedure set forth in Article 34-4-101 et. sec. of the Wyoming Statutes and any other statute governing non-judicial foreclosure in Wyoming, it being the intent of the parties that this Deed of Trust be in all things enforceable under Wyoming law.

ARTICLE 7. - BANK'S RIGHTS AS TO PERSONALTY AND FIXTURE COLLATERAL UPON DEFAULT.

Section 7.1. Personalty Collateral. Upon the occurrence of an Event of Default, or at any time thereafter, Bank may, without notice to Mortgagor, exercise its right to declare all Obligations secured by the security interest created herein to be immediately due and payable in which case Bank will have all rights and remedies granted by law and particularly by the Code, including but not limited to, the right to take possession of the Personalty Collateral, and for this purpose Bank may enter upon any premises on which any or all of the Personalty Collateral is situated and take possession of and operate Personalty Collateral or remove it therefrom. Bank may require Mortgagor to assemble the Personalty Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if the notice is mailed, postage prepaid, to Mortgage at the address designated above at least five days before the time of the sale or disposition.

Section 7.2. Sale with Realty Collateral. In the event of foreclosure, whether judicial or non-judicial, at Bank's option it may proceed under the Code as to the Personalty Collateral or it may proceed as to both Realty Collateral and Personalty Collateral in accordance with its rights and remedies in respect of the Realty Collateral.

Section 7.3. Fixture Collateral. Upon the occurrence of an Event of Default, or at any time thereafter, Bank may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral and proceed to exercise such rights as apply to the type of Collateral selected.

ARTICLE 8. - OTHER PROVISIONS CONCERNING FORECLOSURE.

Section 8.1. Bank as Purchaser. Bank reserves the right to bid and become the purchaser at any foreclosure sale and credit its bid at the sale against the Obligations.

Section 8.2. Certain Aspects of Non-Judicial Foreclosure. Recitals contained in any conveyance to any purchaser at any sale made hereunder will 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 written instruments constituting part or all of the

Obligations after the same have become due and payable, advertisement and conduct of the sale in the manner provided herein, and appointment of any successor Trustee hereunder. Any purchaser or purchasers will be provided with a general warranty deed binding Mortgagor. Mortgagor ratifies and confirms all legal acts that the Trustee may do in carrying out the Trustee's duties and obligations under this instrument.

Section 8.3. Effect of Sale. Any sale or sales of the Collateral or any part thereof will operate to divest all right, title, interest, claim, and demand whatsoever either at law or in equity, of Mortgagor in and to the premises and the property sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's heirs, personal representatives, 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 Mortgagor, or Mortgagor's heirs, personal representatives, successors, or assigns. The purchaser or purchasers at the foreclosure sale will receive immediate possession of the property purchased; and if Mortgagor retains possession of the Realty Collateral, or any part thereof, subsequent to sale, Mortgagor will be considered a tenant at sufferance of the purchaser or purchasers.

Section 8.4. Application of Proceeds. (a) The proceeds of any sale of the Collateral or any part thereof, whether judicial or non-judicial, will be applied as follows:

(i) First, to the payment of all expenses incurred by Bank and the Trustee in connection therewith, including, without limiting the generality of the foregoing, court costs, legal fees and expenses, a commission to the Trustee of five percent of the sale price of the Realty Collateral, and expenses of any entry or taking of possession, holding, preparing for sale, advertising, selling, and conveying;

(ii) Second, to the payment of the Obligations; and

(iii) Third, any surplus thereafter remaining will be paid to Mortgagor or Mortgagor's successors or assigns, as their interest may appear.

(b) Mortgagor will remain liable for any deficiency owing on the Obligations after application of the net proceeds of any foreclosure sale.

Section 8.5. Successor Trustees. The Trustee may resign in writing addressed to Bank or be removed at any time with or without cause by an instrument in writing duly executed by Bank. In case of the death, resignation, or removal of the Trustee, a successor Trustee or Co-Trustees may be appointed by Bank or Bank's authorized agent by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement, without other formality than an appointment and designation in writing. Any appointment and designation will be full evidence of the right and authority to make the same and of all facts therein recited. Upon the making of any appointment and designation, all the estate and title of the Trustee in all of the Realty Collateral will vest in the named successor Trustee, and the successor will thereupon succeed to all the rights, powers, privileges, immunities, and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to the Trustee from time to time acting hereunder.

ARTICLE 9. - ENVIRONMENTAL.

Section 9.1. General/Definitions. Mortgagor covenants and warrants that the Land and Mortgagor's and any operator's use of the Collateral will at all times comply with and conform to all applicable Governmental Requirements relating to the environment and to the transportation, distribution, storage, placement, handling, treatment, discharge, manufacture, generation, production, processing, or disposal (collectively "Treatment") of any emissions, discharges, leakage, venting, exposure, releases, or threatened releases (collectively "Release") of pollutants, contaminants, chemicals, waste, waste products, petroleum products, radioactive waste, poly-chlorinated biphenyls, asbestos, or any other industrial, toxic, flammable, corrosive, hazardous, or harmful substances (collectively "Waste") into the environment including, without limitation, ambient air, surface water, ground water, or land (collectively "Applicable Environmental Laws"). Mortgagor further covenants that it will not engage in or permit the operator or any other party to engage in any Treatment or Release of Waste in, on, or affecting the Land or the Collateral in violation of Applicable Environmental Laws.

Section 9.2. Environmental Warranties. (a) Mortgagor further warrants that: (i) Mortgagor is not aware and has not received notice of any past or present violations by any party, including prior operators or owners, of Applicable Environmental Laws affecting the Land or the Collateral; (ii) Mortgagor has obtained all permits, licenses, and authorizations required under Applicable Environmental Laws affecting the Land or the Collateral; (iii) no liens arising under Applicable Environmental Laws affect the Collateral or Mortgagor; (iv) Mortgagor does not have any liability for the Treatment or Release of Waste in violation of Applicable Environmental Laws; (v) neither Mortgagor or any of the Collateral is the subject of any existing, pending, or threatened claim, action, or investigation for violations of Applicable Environmental Laws; and (vi) all Waste, if any, generated in connection with the Collateral has been transported, treated, and disposed of in accordance with Applicable Environmental Laws.

(b) All warranties set forth above will be deemed to be made by Mortgagor upon each advance under the Obligations.

Section 9.3. Environmental Notice and Inspection. Immediately upon receipt of any notice from any party of a violation of Section 9.1 or if any of the warranties in Section 9.2 become false, Mortgagor shall fully inform Bank of the violation and take all steps necessary to clean up all contamination related to the Treatment or Release of Waste and affecting the Land or the Collateral and fully restore them to their prior condition. Without being liable for any discoveries, Bank has the right, but not the obligation, to inspect and monitor Mortgagor's compliance with the terms of this Article.

Section 9.4. Environmental Indemnity. Notwithstanding any other limitation of liability in this or any other agreement or instrument between Mortgagor and Bank, Mortgagor agrees to indemnify Indemnified Parties against, and to reimburse Indemnified Parties with respect to, all Claims, including claims for bodily injury, property damage, abatement, remediation, and strict liability claims, and all costs and expenses and other charges of any description whatsoever, including (without limitation) attorneys fees, court costs, administrative costs, costs of appeal, and all costs and expenses incurred in investigating into or defending against any Claims, made against or sustained or incurred by Indemnified Parties arising or related in any way to Treatment or Release of any Waste in, on, or affecting the Land or the Collateral, whether or not caused by Mortgagor or by the violation of Section 9.1.

Section 9.5. Survival and Remedies. (a) Notwithstanding anything in this instrument or any other instrument or agreement between Mortgagor and Bank to the contrary, the undertakings of Mortgagor in this Article shall survive the expiration or termination of this instrument regardless of the means of such expiration or termination. Specifically, the indemnification in Section 9.4 shall run from the actual knowledge of Bank of any Treatment or Release of W e or other environmental condition covered by this Article.

(b) Upon the receipt by Bank of notice required by this Article, or the discovery by Bank of any Treatment or Release of Waste affecting the Land or Collateral in violation of Applicable Environmental Laws, Bank may in its discretion, without limitation, (1) rescind the loan, requiring Mortgagor to refund immediately all consideration previously transferred to Mortgagor which has not been repaid, or (2) accelerate the Obligations and seek appointment of a receiver for the Collateral, or (3) take any other action provided by any instrument executed by and between Mortgagor and Bank relating to this transaction. Mortgagor consents to the rescission or receivership in such event.

ARTICLE 10. - MISCELLANEOUS.

Section 10.1. Mortgagor's Waivers. Mortgagor agrees that Mortgagor 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, if it would prevent or hinder the enforcement or foreclosure of this instrument, the absolute sale of the Collateral, or the possession thereof by any purchaser at any sale made pursuant to this instrument or pursuant to the decree of any court of competent jurisdiction. Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and to the extent that Mortgagor may lawfully do so under applicable state law, waives any and all right to have the Realty Collateral marshaled upon any foreclosure of the lien hereof or sold in inverse order of alienation, and Mortgagor agrees that the Trustee may sell the Realty Collateral as an entirety.

Section 10.2. Pooling and Unitization. Mortgagor may not enter into pooling or unitization agreements, or make an election under any applicable forced pooling statute, affecting all or any part of any Oil and Gas Property without the prior written consent of Bank. The interest in any unit attributable to the Oil and Gas Property (or any part thereof) included therein will become a part of the Realty Collateral, the Fixture Collateral, and the Personalty Collateral, as the case may be, and will be subject to the lien and security interest hereof in the same manner and with the same effect as though the unit and the interest of Mortgagor therein were specifically described in Exhibit A.

Section 10.3. Advances by Bank or the Trustee. If Mortgagor fails to perform or keep any of its covenants of whatsoever kind or nature contained in this instrument, Bank, the Trustee, or any receiver appointed hereunder, may, but will not be obliged to, make advances to perform the same in Mortgagor's behalf, and Mortgagor hereby agrees to repay the advanced sums and any attorneys' fees incurred in connection therewith upon demand plus interest at the maximum lawful rate. No advance will be deemed to relieve Mortgagor from any default hereunder.

Section 10.4. Defense of Claims. Mortgagor shall promptly notify the Trustee and Bank in writing of the commencement of any legal proceedings affecting Bank's interest in the Collateral, or any part thereof, and shall take such action, employing attorneys acceptable to the Trustee and Bank, as may be necessary to preserve Mortgagor's, the Trustee's, and Bank's rights affected thereby; and should Mortgagor fail or refuse to take any such action, the Trustee or Bank may take the action in behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Bank or the Trustee on behalf of Bank may take independent action in connection therewith as they may in their discretion deem proper, and Mortgagor hereby agrees to make reimbursement for all sums advanced and all expenses incurred in such actions plus interest at the maximum lawful rate.

Section 10.5. Termination. If all the Obligations are paid in full and the covenants herein contained are well and truly performed, then all of the Collateral will revert to Mortgagor and the entire estate, right, title, and interest of the Trustee and Bank will thereupon cease. In such case Bank shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging the release of this instrument.

[redacted] [redacted] [redacted]

Section 10.6. Renewals, Amendments, and Other Security. Renewals and extensions of the Obligations may be given at any time, amendments may be made to agreements relating to any part of the Obligations or the Collateral, and Bank may take or hold other security for the Obligations without notice to or consent of Mortgagor. The Trustee or Bank may resort first to 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 any security, and such action will not be a waiver of any rights conferred by this instrument.

Section 10.7. Effect of Instrument. This instrument shall be deemed and construed to be, and may be enforced as, an assignment of production, a collateral assignment, chattel mortgage or security agreement, contract, deed of trust, financing statement, financing statement filed as a fixture filing, and real estate mortgage, and as any one or more of them if appropriate under applicable state law. This instrument shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts to be financed at the wellhead or minehead. This instrument is to be filed in the real estate records of the appropriate jurisdictions and in such other records as the Bank may decide.

Section 10.8. Limitations on Interest. Regardless of any provision contained in this instrument, any note representing the Obligations, or any other instrument executed or delivered in connection with the Obligations, it is the express intent of the parties that at no time shall Mortgagor pay interest in excess of the maximum lawful rate (or any other interest amount which might in any way be deemed usurious), and Bank will never be considered to have contracted for or to be entitled to charge, receive, collect, or apply as interest, any amount in excess of the maximum lawful rate (or any other interest amount which might in any way be deemed usurious). In the event that Bank ever receives, collects, or applies as interest any such excess, the amount which would be excessive interest will be applied to the reduction of the principal balance of the Obligations, or if paid in full, any remaining excess shall forthwith be paid to Mortgagor. In determining whether the interest exceeds the maximum lawful rate (or any other interest amount which might in any way be deemed usurious), Mortgagor and Bank shall, to the maximum extent permitted under applicable law: (a) characterize any non-principal payment (other than payments expressly designated as interest) as an expense or fee rather than as interest; (b) exclude voluntary prepayments and the effect thereof; and (c) spread the total amount of interest throughout the entire contemplated term of the Obligations so that the interest rate is uniform throughout the term.

Section 10.9. Unenforceable or Inapplicable Provisions. If any provision hereof or of any of the written instruments constituting part or all of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof and of the written instruments will remain in full force and effect in that jurisdiction, and the remaining provisions hereof will be liberally construed in favor of the Trustee and Bank in order to carry out the provisions hereof. The invalidity of any provision of this instrument in any jurisdiction will not affect the validity or enforceability of any provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Collateral is situated will be deemed inapplicable to, and not used in, the interpretation hereof.

Section 10.10. Rights Cumulative. Each and every right, power, and remedy herein given to the Trustee and Bank, or either of them, or in any other written instrument relating to the Obligations, will 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 as often and in such order as may be deemed expedient by the Trustee, or Bank, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power, or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. A waiver by Bank or the Trustee of any right or remedy on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion.

Section 10.11. Non-Waiver. No act, delay, omission, or course of dealing between Bank or Trustee and Mortgagor will be a waiver of any of Bank's or Trustee's rights or remedies. No waiver, change, or modification in whole or in part of this instrument or any other written instrument will be effective unless in a writing signed by Bank.

Section 10.12. Bank's Expenses. Borrower agrees to pay in full all reasonable expenses and attorneys fees of Bank which may have been or may be incurred by Bank in connection with the preparation of this instrument and other related documents, the lending hereunder, the collection of the Obligations, and the enforcement of any of Borrower's obligations hereunder and under any documents executed in connection with the Obligations.

Section 10.13. Subrogation. To the extent that funds advanced as any of the Obligations are used to pay indebtedness secured by any outstanding lien, security interest, charge, or prior encumbrance against the Collateral, such proceeds have been advanced by Bank at Mortgagor's request, and Bank shall be subrogated to any and all such liens, security interests, charges, or encumbrances, irrespective of whether those liens, security interests, charges, or encumbrances are released; provided, however, that the terms and provisions of this instrument shall govern the rights and remedies of Bank and shall supersede the terms, provisions, rights, and remedies under the instruments creating the liens, security interests, charges, or encumbrances to which Bank is subrogated.

Section 10.14. Governing Law/Venue. Except to the extent that the laws of another state must apply to Realty Collateral situated within that state, this instrument shall be governed by the laws of the State of Texas and applicable Federal laws.

Section 10.15. Interpretation. (a) Article and section headings used in this instrument are intended for convenience only and shall be given no significance whatever in interpreting and construing the provisions of this instrument.

(b) As used in this instrument, "Bank", "Trustee", and "Mortgagor" include their respective heirs, personal representatives, successors, and assigns. Unless context otherwise requires, words in the singular number include the plural and in the plural number include the singular. Words of the masculine gender include the feminine and neuter gender, and words of the neuter gender may refer to any gender.

(c) The term "Mortgagor" includes all persons who execute this instrument as Mortgagor. If more than one person executes this instrument as Mortgagor, their duties and liabilities under this instrument will be joint and several.

(d) This instrument and any and all other agreements and instruments executed in connection herewith are to be liberally construed for the benefit of Bank to ensure the prompt payment of the Obligations in accordance with their terms and to ensure Bank's realization of the benefits intended to be derived from all such agreements and instruments.

(e) All documents or items required to be delivered to Bank by Mortgagor must be in form, substance, and detail acceptable to Bank, in its sole and absolute discretion.

Section 10.16. Additional Provisions.

(a) This instrument is executed pursuant to a Loan Agreement between Mortgagor and Bank dated December 1, 1994 as amended by Second Amendment of even date herewith. If there is any conflict between the Loan Agreement as amended and this instrument, the terms of the Loan Agreement as amended will prevail.

(b) The indebtedness secured hereof is additionally secured by certain Deeds of Trust and Mortgages heretofore executed by Mortgagor in favor of Texas American Bank/Fort Worth N.A., Team Bank and Bank covering certain oil and gas properties situated in Texas, Arkansas, Oklahoma, Montana, Louisiana, New Mexico and Wyoming. All of said Deeds of Trust and Mortgages are now owned and held by Bank. An event of default under any such instrument shall be an event of default hereunder.

(c) The indebtedness secured hereunder is additionally secured by certain Deeds of Trust and Mortgages executed by Mortgagor in favor of Bank of even date herewith covering certain oil and gas properties situated in North Dakota, Colorado, Montana, South Dakota, Nebraska, and Wyoming. An event of default under any of such instruments shall be an event of default hereunder.

(d) This instrument may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counterpart portions of Exhibit A which describe properties situated in counties other than the county in which the counterpart is to be recorded may have been omitted. A master counterpart containing all exhibits has been filed in Crook County, Wyoming.

(e) Pursuant to Section 1-18-103, Wyoming Statute, 1977, Mortgagor's period for redemption is limited to three months.

EXECUTED on this 6th day of September, 1995.

ATTEST:

Assistant Secretary

MORTGAGOR:

STATES, INC.

By: _____
Name: John H. Connally
Title: President

[redacted] [redacted] [redacted]

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Stephens §

This instrument was acknowledged before me on the 6th day of September, 1995, by John H. Connally, President of States, Inc., a Texas corporation, on behalf of the corporation.

Eileen Speer
NOTARY PUBLIC, STATE OF TEXAS

EILEEN SPEER
Notary Public
State of Texas
Commission Expires 10-6-98

This instrument was prepared by and after recording please return to :

Law, Snakard & Gambill
3200 Bank One Tower
500 Throckmorton Street
Fort Worth, Texas 76102
817/878-6373
Attn: Charlotte Parker

H:\DOCS\5364\085\38947.1

EXHIBIT "A"

Page 1 of this Exhibit "A" reflects the Working Interest and Net Revenue Interest for the oil and gas properties shown below. If no Net Revenue Interest is shown for a property, this indicates that the oil and gas property is presently non-producing.

Page 2 and any subsequent pages contain the legal description of the oil and gas properties.

The interests mortgaged hereby are those oil and gas properties conveyed by Olive Oil, L.C., a Kansas limited liability company, to Mortgagor by Assignment and Bill of Sale effective August 1, 1995 at 7 a.m. CST.

STATE OF WYOMING
COUNTY OF SUBLETTE

No.	Lease Name	Operator	Working Interest	Net Revenue Interest
2872	Fogarty Creek Unit	Exxon	.05378720	.04263900
2881	Fogarty	Belco Dev.	.03877970	
7080	Pine Grove	Belco Dev.	.07237810	
8107	Wyo St 66-5165	Howell	.08617720	
9208	Wyo 42791	Dyco Pet.	.11490290	
9242	Wyo 2129 Tr A		.05170630	
9243	Wyo 11603		.05170640	
9244	Wyo 0320214	Yates Pet.	.05745150	
9270	Wyo 9578		.05745150	
9274	Wyo 52811		.08617720	
~~9338~~	~~Wyo 03116~~	~~Dyco Pet.~~	~~.05745150~~	
9339	Wyo 6317	Dyco Pet.	.05745150	
9340	Wyo 0320213	Howell	.05745130	
9341	Wyo 0322610	Dyco Pet.	.05745150	
9342	Wyo 0322083	Dyco Pet.	.05745150	
9343	Wyo 036055	Dyco Pet.	.05745150	

Fogarty Creek Unit

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
[redacted]0700 [redacted]0700	WYOMING STATE LAND AND FARM LOAN OFFICE	ETTA MANDEL	3/02/66 3/02/76	SERIAL SUBLETTE	#66-5165 CO., WY.	640.0000	640.0000
	LEGAL DESCRIPTION ALL 16-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16						
920800 0920800	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	THOMAS HALAGAN	1/01/74 1/01/84	SERIAL SUBLETTE	#W-42791 CO., WY.	266.6500	266.6500
	LEGAL DESCRIPTION 28N-114W - LOTS 7, 8 & 12 SEC. 5; N/2 NW/4, SE/4 NW/4 & NE/4 SW/4 SEC. 21 AS TO ALL RIGHTS ABOVE 9,630'						
924300 0924300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	J. E. JOUJON-ROCHE	4/01/68 4/01/78	SERIAL SUBLETTE	#11603 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION NE/4 21-28N-114W FROM SURFACE TO 100' BELOW T.D. FOGARTY CREEK #2-16						
927400 0927400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ZAREPHA DOBBINS	12/01/75 12/01/85	SERIAL SUBLETTE	#52811 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION NW/4 22-28N-114W ALL RIGHTS ABOVE 9,630'						
[redacted]401 [redacted]401	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN P. ELLBOGEN	12/01/67 12/01/77	SERIAL SUBLETTE	#9578 CO., WY.	1360.0000	1360.0000
	LEGAL DESCRIPTION 28N-114W - W/2 SEC. 3; NW/4 & E/2 SEC. 4; NE/4 SEC. 5; S/2 NW/4 & NE/4 SEC. 9; NW/4 SEC. 10 BELOW 8,838'						
708000 708000	U. S. DEPARTMENT OF INTERIOR	DONALD B. ANDERSON	10/01/64 10/01/74	38 SUBLETTE	373 CO., WY.	567.6200	567.6200

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
	BUREAU OF LAND MANAGEMENT						
	LEGAL DESCRIPTION 28N-114W - LOTS 9, 10 & 16 SEC. 5; LOTS 10, 11, 12, 13, 14, 17, 18, 19 & 20 SEC. 8; W/2 SW/4 & SE/4 SW/4 SEC. 21 FROM SURFACE TO 8,010'						
[redacted]0 [redacted]0	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	PHILADEPHIA OIL CO. OF CALIF.	11/01/66 11/01/76	SERIAL SUBLETTE	#2120 CO., WY.	320.0000	320.0000
	LEGAL DESCRIPTION W/2 15-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16						

EXHIBIT "A" — SUBLETTE COUNTY, WYOMING — PAGE 2 OF 3

268

EXHIBIT "A" — SUBLETTE COUNTY, WYOMING — PAGE 3 OF 3

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE	GROSS ACREAGE	NET ACREAGE
1924400 1924400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN A. YATES	11/01/65 11/01/77	SERIAL SUBLETTE	#0320214 CO., WY.	1302.0400	1302.0400
	LEGAL DESCRIPTION						
	29N-114W - LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 34; LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 35 ALL DEPTHS ABOVE 9,630'						
1934000 1934000	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	GEORGE C. REEVES	11/01/65 11/01/75	SERIAL SUBLETTE	#0320213 CO., WY.	1413.6000	1413.6000
	LEGAL DESCRIPTION						
	28N-114W - LOTS 1, 2, 3 & 5-20 SEC. 17; LOTS 1-20 SEC. 20 FROM SURFACE TO 8,010'						
1934100 1934100	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	4/01/66 4/01/76	SERIAL SUBLETTE	#0322610 CO., WY.	200.1300	200.1300
	LEGAL DESCRIPTION						
	LOT 4 17-28N-114W; NW/4 12-28N-115W FROM SURFACE TO 8,010'						
1934200 1934200	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ETTA MANDEL	2/01/66 2/01/76	SERIAL SUBLETTE	#0322083 CO., WY.	1092.8000	1092.8000
	LEGAL DESCRIPTION						
	LOTS 5-8, S/2 SEC. 1; E/2 SEC. 12; E/2 SEC. 13-28N-115W SURFACE TO 8010'						
1934300 1934300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	12/01/65 12/01/75	SERIAL SUBLETTE	#036055 CO., WY.	160.0000	160.0000
	LEGAL DESCRIPTION						
	SW/4 12-28N-115W SURFACE TO 8,010'						
2933900 2933900	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	7/01/67 7/01/77	SERIAL SUBLETTE	#6317 CO., WY.	40.0000	40.0000
	LEGAL DESCRIPTION						
	LOT 11 5-28N-114W FROM SURFACE TO 8,010'						

EXHIBIT "A"

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-135800

Lease Effective Date
(Anniversary Date)
April 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 23%
   105 South Fourth Street
   Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 105 West, 6th P.M. Section 5: Lots 1-4; Section 9: SENE; Section 10: S/2; Section 14: W/2; Section 15: NE; Section 24: SW, N/2SE, SESE; Section 25: NE, N/2NW, SENW, SW; Containing 1751.68 acres, more or less Sublette County, Wyoming	100%	69%	31%	-0-	-0-

254107
RECORDED Sept. 29, 1995 8:35AM
IN BOOK 1009 Misc. PAGE 271
FEES $8.00 Mary A. Lloyd COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Form 3160-5 (Continued) ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed ; for Land Description in Item No. 2, if needed.

MYCO INDUSTRIES, INC. 17%
ABO PETROLEUM CORPORATION 23%
SHARBRO OIL LTD., CO. 3%
ESTATE OF LILLIE M. YATES 3%
105 South Fourth Street
Artesia, New Mexico 88210

STACEY SMITH NOTARY PUBLIC STATE OF NEW MEXICO

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th of September, 1995 by RANDY G. PATTERSON, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:

3-22-99

Stacey Smith
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 reclam[illegible] requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 25th day of September, 19 95

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

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

105 South Fourth Street
(Assignor's Address)

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

Executed this _____ day of _____, 19

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

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

ASSIGNMENT, CONVEYANCE AND BILL OF SALE BY AND BETWEEN AMERAC ENERGY CORPORATION AND WOLD OIL PROPERTIES, INC.

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (hereinafter called "Assignment") dated effective as of August 1, 1995, at 7:00 a.m. MDT (the "Effective Time") is made between **AMERAC ENERGY CORPORATION** whose address is 700 Louisiana, Suite 3330, Houston, Texas 77002-2730 (hereinafter called "Assignor"), and WOLD OIL PROPERTIES, INC., whose address is 139 West Second Street, Suite 200, Casper, Wyoming 82601 (hereinafter called "Assignee").

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) and other good and valuable consideration received, Assignor hereby GRANTS, SELLS, ASSIGNS, TRANSFERS and CONVEYS to Assignee, its successors and assigns, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, subject to the terms and conditions contained herein, the following property:

1. All of Assignor's right, title and interest of any kind, including but not limited to, record title,operating rights, working interest, net revenue interest, carried working interest, reversionary interest,royalty interest, or overriding royalty interest, in and to the oil and gas lease(s) described in Exhibit "A," attached hereto and made a part of this Assignment by incorporation herein and reference hereto.

2. All of Assignor's right, title, and interest in and to the machinery, wells and well equipment, fixtures and personal property associated with or used in the operation of the property conveyed by this agreement. The well names, locations, and working interests are set forth in Exhibit "B" attached hereto and made apart of this Assignment by incorporation and reference hereto.

3. All of Assignor's right, title and interest in and to all permits, franchises, licenses, easements, surface leases and rights-of-way, of every character, relating to the property described in Exhibits "A" and "B."

4. All of Assignor's right, title and interest in and to any contracts or agreements including, but not limited to, rights and interests in or derived from unit agreements, farmout agreements, gas processing agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, and declaration of interest agreements affecting the property described in Exhibits "A" and "B."

5. It is the intent of this Assignment to include all the right, title, and interest acquired by Assignor in said assignment, and to include all of Assignor's leasehold, mineral, royalty, overriding royalty, or reversionary interest in the Riley Ridge Unit, whether or not correctly described in Exhibits "A" and "B."

254152

RECORDED Oct. 2, 1995 4:20 PM
IN BOOK 102 MISC PAGE 273
FEES 26.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
AMERAC ENERGY CORPORATION, ASSIGNOR
WOLD OIL PROPERTIES, INC., ASSIGNEE

This Assignment, Conveyance and Bill of Sale shall be subject to the following terms and provisions:

1. The interests as herein conveyed to Assignee shall be subject to the existing Unit Agreement and Unit Operating Agreement for the Riley Ridge Unit. Assignee shall assume and be responsible for all obligations of Assignor occurring under such agreements after the effective date.

2. All ad valorem, property, severance, and conservation taxes levied against the leases, wells and interest herein conveyed shall be prorated and paid by the parties hereto as of the effective date of this agreement.

3. The interests as herein conveyed shall be delivered to Assignee free and clear of any and all mortgages, liens, assessments and encumbrances of whatever kind or nature soever, other than those previously stated.

4. Assignor does not warrant title, description, value, quality, condition, merchantability, or fitness for purpose of any of the wells, equipment, or other property located on the lands described in Exhibit "A" or used in connection therewith. Assignee further acknowledges that in accepting this assignment it has relied solely upon its independent examination of the premise and public records.

Assignor and Assignee hereto agree to execute any future instrument necessary to give effect to the parties' intent as expressed hereby.

This Assignment shall be binding upon and inure to the benefits of Assignor and Assignee and their respective successors and assigns.

Executed by Assignor and Accepted by Assignee on this 6th day of September, 1995, but to be effective for all purposes as of the Effective Time.

[redacted] [redacted] [redacted]

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
AMERAC ENERGY CORPORATION, ASSIGNOR
WOLD OIL PROPERTIES, INC., ASSIGNEE

ASSIGNOR:

AMERAC ENERGY CORPORATION

By: _____
Jeffrey B. Robinson, President

ASSIGNEE:

WOLD OIL PROPERTIES, INC.

By: _____
John P. Wold, President

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this 8th day of September, 1995, before me personally appeared **JEFFREY B. ROBINSON**, to me personally known, who, being by me duly sworn, did say that he is the **PRESIDENT** of **AMERAC ENERGY 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 **JEFFREY B. ROBINSON** acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of September, 1995.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

_____
Notary Public

My Commission Expires: November 28, 1998

ASSIGNMENT, CONVEYEANCE AND BILL OF SALE
AMERAC ENERGY CORPORATION, ASSIGNOR
WOLD OIL PROPERTIES, INC., ASSIGNEE

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 6th day of September, 1995, 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.**, 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 **JOHN P. WOLD** acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of September, 1995.

EILEEN NOONAN
NOTARY
PUBLIC

Eileen Noonan
Notary Public

My Commission Expires: February 25, 1997

Exhibit A - LEASE SCHEDULE

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN ***AMERAC ENERGY CORPORATION,*** *AS ASSIGNOR, AND* ***WOLD OIL PROPERTIES, INC.,*** *AS ASSIGNEE*

LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
United States of America	WYW-36438	October 1, 1972	Township 30 North, Range 114 West, 6th P.M Section 33: All Section 34: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4.
United States of America	WYW-38887	April 1, 1973	Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4, S/2 NE/4, SW/4 NW/4, S/2 Section 5: Lots 1, 2, 3, S/2 N/2, S/2
United States of America	WYW-49633	April 1, 1975	Township 29 North, Range 114 West, 6th P.M. Section 3: Lots 1-4, S/2 N/2, SW/4 Section 4: Lots 1-3, SE/4 NW/4
United States of America	WYW-49634	April 1, 1975	Township 29 North, Range 114 West, 6th P.M. Section 8: All
United States of America	WYW-49635	April 1, 1975	Township 29 North, Range 114 West, 6th P.M. Section 9: SW/4, N/2 SE/4, SW/4 SE/4 Section 15: W/2
United States of America	WYW-52404	December 1, 1975	Township 29 North, Range 115 West, 6th P.M Section 12: All
United States of America	WYW-54161	April 1, 1976	Township 29 North, Range 114 West, 6th P.M. Section 19: E/2
United States of America	WYW-54162	April 1, 1976	Township 29 North, Range 114 West, 6th P.M. Section 29: NE/4
United States of America	WYW-56739	December 1, 1976	Township 30 North, Range 114 West, 6th P.M. Section 32: SE/4 NE/4, NE/4 SW/4, S/2 SW/4, SE/4
United States of America	WYW-59398	August 1, 1977	Township 29 North, Range 114 West, 6th P.M. Section 18: NE/4 Section 20: All

Exhibit A - Lease Schedule

Attached to and made a part of that certain assignment, conveyance and bill of sale dated effective August 1, 1995, by and between AMERAC ENERGY CORPORATION, as assignor, and WOLD OIL PROPERTIES, INC., as assignee.

United States of America	WYW-60620	April 1, 1976	Township 29 North, Range 114 West, 6th P.M. Section 5: Lot 4 Section 6: Lots 1, 2, S/2 NE/4, SE/4 Section 7: E/2 Section 9: SE/4 SE/4 Section 17: All Section 18: SE/4
United States of America	WYW-60621	April 1, 1976	Township 29 North, Range 114 West, 6th P.M. Section 21: All Section 28: All
United States of America	WYW-62803	November 1, 1978	Township 29 North, Range 114 West, 6th P.M. Section 6: Lots 3, 4, 5, 6, 7, SE/4 NW/4, E/2 SW/4 Section 7: Lots 1, 2, 3, 4, E/2 W/2 Section 18: Lots 1, 2, 3, 4, E/2 W/2 Section 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4
United States of America	WYW-67196	April 1, 1979	Township 29 North, Range 115 West, 6th P.M. Section 1: All Section 2: All Section 11: E/2, E/2 W/2
United States of America	WYW-69874	January 1, 1980	Township 30 North, Range 114 West, 6th P.M. Section 31: SE/4 SE/4
United States of America	WYW-78475	June 1, 1974	Township 29 North, Range 114 West, 6th P.M. Section 10: SW/4, N/2, SE/4 Section 15: E/2
United States of America	WYW-78476	March 1, 1975	Township 29 North, Range 114 West, 6th P.M. Section 9: N/2
United States of America	WYW-80232	April 1, 1979	Township 29 North, Range 115 West, 6th P.M. Section 14: S/2, NE/4, S/2 NW/4
United States of America	WYW-118393	December 1, 1976	Township 30 North, Range 114 West, 6th P.M. Section 31: Lots 1-4, W/2 E/2 Section 32: N/2 N/2, SW/4 NE/4, S/2 NW/4, NW/4 SW/4
State of Wyoming	#76-0342	May 2, 1976	Township 29 North, Range 114 West, 6th P.M. Section 16: All

Exhibit B - Well Schedule

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective August 1, 1995, by and between ***Amerac Energy Corporation****, as Assignor, and* ***Wold Oil Properties, Inc.****, as Assignee.*

Well Name	Working Interest	Location
Riley Ridge #33-24	25.00001%	SE/4SW/4 Sec. 33, T. 30 N., R. 114 W.
Riley Ridge #12-43	22.50000%	NE/4SE/4 Sec. 12, T. 29 N., R. 115 W.
Riley Ridge #17-34	28.30585%	SW/4SE/4 Sec. 17, T. 29 N., R. 114 W.
Riley Ridge #10-14	22.50000%	SW/4SW/4 Sec 10, T. 29 N., R. 114 W.
Riley Ridge #8-24	22.50000%	SE/4SW/4 Sec. 8, T. 29 N., R. 114 W.

ASSIGNMENT OF 280 OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WY-025930

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Marilyn Early, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	INTEREST
Marilyn Early Price Trustee of the Marilyn W Early Family Living Trust Dated 12/12/91	6245 Oak Knoll Drive Salt Lake City, Utah 84121	.01000

Being in all a total of an undivided .010000 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 29 North, Range 113 West

Section 23: E2W2

254190

FILED FOR RECORD Oct. 4, 1995 3:05 PM
IN BOOK 102 M&G PAGE 280
FEES 9.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

WITNESS our hands this 2nd day of October, 1995

Marilyn Early Price TTEE
Marilyn Early Price a.k.a. Marilyn Early
aka Marilyn Early

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 2nd day of October, 1995 before me personally appeared Marilyn Early Price aka Marilyn Early the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires
020599

Notary Public

Residing in SLC Utah

NOTARY PUBLIC
STATE OF UTAH

[redacted] [redacted] [redacted]

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 17 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 is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
Marilyn Early Price TTEE
Marilyn W. Early family living trust
Marilyn Early Price Trustee of the
Marilyn W. Early Family Living Trust
Dated 12/12/91

282

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE WY-021983
DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Marilyn Early, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	INTEREST
Marilyn Early Price Trustee of the Marilyn W Early Family Living Trust Dated 12/12/91	6245 Oak Knoll Drive Salt Lake City, Utah 84121	.01666667

Being in all a total of an undivided .01666667 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 29 North, Range 113 West

Section 14: NW4NW4

254191

RECORDED Oct. 4 1995 3:05 P M
IN BOOK 102 OR 6 PAGE 282
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

WITNESS our hands this 2nd day of October, 1995

Marilyn Early Price TTEE
Marilyn Early Price a.k.a. Marilyn Early
aka Marilyn Early

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 2nd day of October, 1995 before me personally appeared Marilyn Early Price aka Marilyn Early the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires
020599

Notary Public
Residing in Escalante

[redacted] [redacted] [redacted]

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 17 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 is the sole party in interest in the royalty assigned said person:

Witness:

Assignee:
Marilyn Early Price TTEE
Marilyn W. Early Family Living Trust
Marilyn Early Price Trustee of the
Marilyn W. Early Family Living Trust
Dated 12/12/91

284

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WY-10676

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Marilyn Early, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	INTEREST
Marilyn Early Price Trustee of the Marilyn W Early Family Living Trust Dated 12/12/91	6245 Oak Knoll Drive Salt Lake City, Utah 84121	.01000

Being in all a total of an undivided .010000 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 29 North, Range 113 West

254192

Section 13: W2SW4, NE4SW4, S2NW4, SW4NE4
Section 23: W2W2

RECORDED Oct. 4 19 95 3:05 PM
IN BOOK 102 MISC PAGE 284
FEES $.00 Mary C. Gounty Clerk
SUBLETTE COUNTY CLERK
By Cathy Sexton

WITNESS our hands this 2nd day of October, 1995

Marilyn Early Price TTEE
Marilyn Early Price a.k.a. Marilyn Early
aka Marilyn Early

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 2nd day of October, 1995 before me personally appeared Marilyn Early Price aka Marilyn Early the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires
020599

Notary Public

Residing in SLC Utah

[redacted] [redacted] [redacted]

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 17 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 is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
Marilyn Early Price TTEE
Marilyn W. Early family living trust
Marilyn Early Price Trustee of the
Marilyn W. Early Family Living Trust
Dated 12/12/91

286

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WY-025858

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Marilyn Early, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royally unto the following parties in the amounts shown:

NAME	ADDRESS	INTEREST
Marilyn Early Price Trustee of the Marilyn W Early Family Living Trust Dated 12/12/91	6245 Oak Knoll Drive Salt Lake City, Utah 84121	.00667

Being in all a total of an undivided .00667 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 29 North, Range 113 West

254193

Section: 8 SW4NE4
Section 17: W2NW4, NW4SW4, SE4, E2NE4, SW4NE4
Section 20: E2

RECORDED Oct. 4 1995 3:05PM
IN BOOK 102 OKG PAGE 286
FEES 8.00
SUBLETTE COUNTY CLERK (COUNTY CLERK)
By Cathy Saxton

WITNESS our hands this 2nd day of October, 1995

Marilyn Early Price TTEE
Marilyn Early Price a.k.a. Marilyn Early
aka Marilyn Early

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 2nd day of October, 1995 before me personally appeared Marilyn Early Price aka Marilyn Early the signer of the above instrument, who duly acknowledged to me that she executed the same

Notary Public

My commission expires
020599

Residing in SLC Utah

[redacted] [redacted] [redacted]

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 17 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 is the sole party in interest in the royalty assigned said person:

Witness:

Assignee:

Marilyn Early Price TTEE
Marilyn Early Family Living Trust

Marilyn Early Price Trustee of the
Marilyn W. Early Family Living Trust
Dated 12/12/91

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 MILLS MESAVERDE UNIT (Expanded March 1, 1995), and covering the following described real property located in Sublette County, Wyoming, to-wit:

See Exhibit 'A' attached hereto and incorporated herein by this reference.

including, by way of illustration and not limitation, that certain .00008794 royalty interest.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Interest this 4th day of October, 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

254231

RECORDED Oct. 9 1995 9:50 AM
IN BOOK 10 MISC 6 PAGE 288
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 4th day of October, 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
My Commission Expires
Sublette
State of Wyoming
10/12/97

Barbara Henry
Notary Public

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 4th day of October, 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
My Commission Expires:
Sublette
Wyoming
10/12/97

Barbara Henry
Notary Public

EXHIBIT "A"

MILLS MESAVERDE UNIT - Expanded March 1, 1995
SUBLETTE COUNTY, WYOMING

TRACT NO.	LEASE NAME	LEGAL DESCRIPTION	TRACT PARTICIPATION FACTOR
1	EV-0022241	T28N, R113W, 6th P.M. Sect. 22: Lot 1, NE, NWSE, E2SW, SENW (369.08 acres)	.71257700
2	EV-023584	T28N, R113W, 6th P.M. Sect. 23: Lot 4, W2NW (107.24 acres)	.03202500
3	EV-025771	T28N, R113W, 6th P.M. Sect. 22: Lot 2 (23.91 acres)	.01632200
4	W-0637	T28N, R113W, 6th P.M. Sect. 15: SESE (40 acres)	.00215700
5	MILLS LEASE	T28N, R113W, 6th P.M. Resurvey Tract 44 (frmly known as Sect. 22: SESE, Sect. 23: E2SW, SWSW) (157.90 acres)	.21718700
Expanded Tracts:			
6	EV-022281	T28N, R113W, 6th P.M. Sect. 27: Lot 1 (16.37 acres)	.00988300
7	MARY MCGINNIS, etal LEASE	T28N, R113W, 6th P.M. Portions of Resurvey Tract 48, frmly described as the NENE (40.00 acres)	.00984900
		TOTAL	1.0000300

[redacted] [redacted] [redacted]

1972
PROD 88
1994)

RECORDED Oct. 10 1995 2:35 PM
BOOK 100 Orb PAGE 291
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

PAID UP OIL AND GAS LEASE

254256

THIS LEASE AGREEMENT is made as of the 16th day of August, 19 95, between Clarice Goldstone, a widow
550 Park Avenue, Apt. 16E
New York, NY 10021
nd Baseline Minerals, Inc. 1645 Court Place, Suite 422 Denver, CO 80202 as Lessor (whether one or more),
s Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of lank 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 essee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 2: SW¼NE¼, NW¼SE¼, Lot 2(28.86)

Township 30 North, Range 114 West, 6th P.M.
Section 35: SW¼SE¼

*All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

i the County of Sublette, State of Wyoming, containing 148.86 gross acres, more r less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, eveloping, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The erm "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal ydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or arcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the forementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate escription of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres bove specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from the ate hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises r from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For il 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 ption 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 o sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing n 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 asinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, provided hat Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of imilar 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 rice) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate ommences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad alorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If t the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing il 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 y 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 f 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut- n 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 below, n 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 hut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production s 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 he 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable or the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Chase Manhattan Bank, NA
it 726 Madison Ave., New York, NY. 10021
or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or enders 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or ands 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 n force it shall nevertheless remain in force if Lessee commences 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. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained n force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this ease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 90 consecutive days, and f 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 reservoirs then capable of producing in paying quantities on the leased premises or land pooled herewith, 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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.

Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties ıyable hereunder 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 ch part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the ırresponding amount otherwise payable to Lessor hereunder.

. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area ıd/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, ıccessors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and) change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the ɔcuments establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in ıssee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in yalties 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 shut-in yalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly, or separately in oportion 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 ısing with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect e 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 ıs lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage terest in this lease then held by each.

. **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 un-vided 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 ereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or nder shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands ɔoled 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 ɔerations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of ells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power ations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, ɜe of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, veloping, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the ntire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other nds 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 / 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 ɔuse or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage ıused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing ops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or ıch other lands during the term of this lease or within a reasonable time thereafter.

. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and ders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or ansportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such ws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or / fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market r 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 ase 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 ereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so revented or delayed.

2 **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee ereunder, 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 ils 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 efault 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 etermination to remedy the breach or default and Lessee fails to do so.

. ~~**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~~ nd discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be ubrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in oyalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the ayment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been esolved.

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 nd the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties herein-bove named as Lessor.

/ITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE) | **SS NO. OR TAX ID**

x Clarice Goldstone | 089-10-2234
Clarice Goldstone

ACKNOWLEDGEMENTS

INDIVIDUAL
(For use in all states)

STATE OF New York }
County of New York } S.S.

On this 18th day of August-September, 19 95, before me, the undersigned Notary Public in and for said county and state, personal-y appeared Clarice Goldstone
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.

ROBERT R. LEWIS
Notary Public, State of New York
No. 31-4812160
Qualified in New York County
Commission Expires February 28, 1996

My Commission Expires _____

Notary Public

Address: _____

INDIVIDUAL
(For use in all states)

STATE OF _____ }
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personal-y 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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

[redacted] [redacted] [redacted]

254307

RECORDED Oct 16 1995 9:10 A.M.
IN BOOK 102 Oct 61 PAGE 293
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

CONVEYANCE AND ASSIGNMENT

OF

MINERAL AND ROYALTY INTERESTS

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

THAT, OPAL BARTON, a.k.a. OPAL B. BARTON, a single woman dealing in her sole and separate property, of P.O. Box 978, Hobbs, NM 88241-0978, hereinafter referred to as "SELLER", for and in consideration of the sum of TEN Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby, subject to the hereinafter recited terms and conditions, grant, bargain, sell, convey, assign, transfer and set over unto DON GOURLEY, and BETTY GOURLEY, husband and wife, of 526 W. Taos, Hobbs, NM 88240, hereinafter referred to as "PURCHASER", ALL of the rights, titles, and interests of SELLER in and to those certain Mineral Interests, Royalty Interests, Term Royalty Interests and Overriding Royalty Interests as more particularly set forth in Exhibit "A" attached hereto, hereinafter referred to as the "SUBJECT PROPERTIES," it being the specific intent of SELLER to sell and convey unto PURCHASER all rights, titles and interests of SELLER in and to the SUBJECT PROPERTIES in and to said County and State, whether correctly or completely described in EXHIBIT "A" or not, and specifically includes, without limitation, any and all suspended or impounded funds attributable to the subject properties and presently possessed by third parties, if any, and specifically includes any rights, titles and interests of SELLER in and to any lands pooled, communitized or unitized with the SUBJECT PROPERTIES, it being the overriding intent of this conveyance that SELLER make a complete and absolute transfer to the PURCHASER of all rights and responsibilities in and to the SUBJECT PROPERTIES.

TO HAVE AND TO HOLD, the described property and easement with all and singular the rights, privileges and appurtenances thereunto or in any wise belonging to the said PURCHASER, their heirs, successors and assigns forever, and SELLER does hereby bind herself and her heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said property unto said PURCHASER herein, their heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

FURTHER, SELLER agrees to execute any further assurances as may be necessary for the full and complete injoyment of the rights, titles and interests herein granted and conveyed to PURCHASER, and SELLER does hereby waive any rights or requirements to sign any Transfer or Division Orders requested by any purchaser or payor for and of production from the SUBJECT PROPERTIES, and lands pooled, communitized or unitized therewith, and SELLER does hereby appoint and stipulate that PURCHASER may act in any lawful manner in behalf of SELLER in order to effect the transfer of payments for production from the SUBJECT PROPERTIES from SELLER to the PURCHASER.

FURTHER, SELLER incorporates herein a Bill of Sale assigning all rights and titles from SELLER to PURCHASER of any equipment, fixtures and other real or personal property associated with or used in the operation of the SUBJECT PROPERTIES, if any.

TO HAVE AND TO HOLD, the SUBJECT PROPERTIES herein conveyed unto PURCHASER, this CONVEYANCE AND ASSIGNMENT OF MINERAL AND ROYALTY INTERESTS is executed this 15th day of May, 1995, and is effective for all purposes as of June 1, 1995.

Opal Barton

Opal Barton

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF LEA

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Opal Barton, a.k.a. Opal B. Barton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 17th day of May, 1995.

OFFICIAL SEAL
Name of Notary Public Joan Ishell
NOTARY PUBLIC STATE OF NEW MEXICO
My commission expires. 1-14-97

Joan Ishell

Notary Public

Residing at Hobbs,

Lea County, New Mexico

EXHIBIT 'A'

The following is property conveyed in Sublette County, Wyoming, per conveyance attached hereto:

W-62503, May 1, 1978

Township 30 North, Range 109 West, 6th Prin. Mer.

Section 10: S/2
Section 11: SW/4
Section 18: E/2

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-128718

Lease Effective Date (Anniversary Date)
3/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

FREEMAN INVESTMENTS
3415 S. CLAYTON BLVD.
ENGLEWOOD, CO 80110

*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 114W, 6th P.M. SEC. 31: E2NE, NESE CONTAINING 120.00 ACRES, M/L SUBLETTE, COUNTY, WY	3% of 8/8ths	1.5% of 8/8ths	1.5% of 8/8ths		

254365

RECORDED Oct. 18, 1995 1:20 PM
IN BOOK 102 MISC 16 PAGE 297
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title)

_____
(Date)

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell this 9th day of August 1995

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 9th day of August, 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)

Executed this 10 day of August, 19 95

FREEMAN INVESTMENTS

Assignee _____ (Signature)
or By:
Attorney-in-fact PARTNER _____ (Signature)

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

FORM TA-21-2 REV. 3-10-94

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 20, 1994, from James M. Miller, a single man, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book 98, Page 242, of the Oil & Gas Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

TOWNSHIP 31 NORTH, RANGE 110 WEST, 6th P.M.
Section 7: Lot 3, 4, SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4
TOWNSHIP 31 NORTH, RANGE 111 WEST, 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

254386

RECORDED Oct. 20 1995 9:35 AM
IN BOOK 102 MISC PAGE 299
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Boxton

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, ~~xxx~~ James M. Miller, a single man

~~and each of us~~ do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc. 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 M. Miller	P. O. Box 105 Daniel, Wyoming 83115	919.77

It is understood and agreed to by Lessor that this Ratification and Rental Division Order supercedes and replaces any previous Ratification and Rental Division Order which terminates at the execution of this Agreement.

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

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

WITNESS our hands and seals this 6TH day of OCTOBER, 1995.

(SEAL)

James M. Miller (SEAL)

JAMES M. MILLER, A SINGLE MAN

(SEAL)

SSN: 520-44-8679

(SEAL)

299

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

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6TH day of OCTOBER, 1995, personally appeared JAMES M. MILLER and L. LAVATO, 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 9/27/98.

Notary Public.

Address: RIVERSIDE, WYOMING.

STATE OF _____ }
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

County _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

FORM TA-21-2 REV [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 20, 1994, from Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, a single man, Individually, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book 98, Page 236, of the Oil & Gas Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

See Exhibit "A" Attached Hereto

254387

RECORDED Oct. 20, 1995 9:35 AM
IN BOOK 102 MISC PAGE 301
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, a single man, Individually

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc. 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
Grindstone Cattle Co. and James M. Miller	P. O. Box 105 Daniel, Wyoming 83115	$13,027.35

It is understood and agreed to by Lessor that this Ratification and Rental Division Order supercedes and replaces any previous Ratification and Rental Division Order which terminates at the execution of this Agreement.

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 _____ day of _____, 19__.

GRINDSTONE CATTLE CO., A WYOMING CORP.

BY: _____
JAMES M. MILLER, PRESIDENT
TAX ID#: 83-0290959

_____
JAMES M. MILLER, A SINGLE MAN
SSN: 520-44-8679

ATTEST:

_____ (SEAL)

BY: _____ (SEAL)
MARGUERITE HERMANSEN, SECRETARY

_____ (SEAL)

_____ (SEAL)

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

302

STATE OF_____ }
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____ }
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6TH day of OCTOBER, A.D. 19 95, before me personally appeared JAMES M. MILLER, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of GRINDSTONE CATTLE COMPANY and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JAMES M. MILLER acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 6TH day of OCTOBER, A.D. 19 95.

(SEAL)

My Commission expires 5/17/98.

_____
Notary Public.

Address: PINEDALE, WYOMING

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order covering Oil & Gas Lease Dated June 20, 1994, by and between Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, a single man, Individually, as Lessors, and Starwood, Inc., a Texas Corporation, as Lessee, to-wit:

Township 29 North, Range 112 West of the 6th P.M.
Section 4: Lots 2, 3, 4, S/2NW/4, SW/4NE/4
Section 5: Lot 1, SE/4NE/4

Township 30 North, Range 112 West of the 6th P.M.
Section 32: SE/4SE/4
Section 33: S/2

Township 33 North, Range 110 West of the 6th P.M.
Section 15: S/2SW/4
Section 16: All
Section 21: E/2, E/2W/2
Section 22: SW/4NE/4, W/2SE/4, W/2
Section 27: NW/4NE/4, W/2SE/4, W/2
Section 28: NE/4, E/2NW/4
Section 34: W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

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

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

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

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

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

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

Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4 and all portions of the NW/4NW/4, E/2E/2 lying and being West of the center line of State Hwy 187.
Section 13: All portions of the E/2NW/4 lying and being West of the center line of State Hwy 187, W/2NW/4, SW/4.
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N2SW/4

All the above lands containing 10,563.93 acres, more or less.

AGREEMENT TO AMEND OIL AND GAS LEASE TO CORRECT LEASE DESCRIPTION

State: Wyoming

County: Sublette

Lessor: Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, a Single Man, Individually

Lessor's Address: P.O. Box 105, Daniel, Wyoming 83115

Lessee: Starwood, Inc., a Texas Corporation

Lessee's Address: 10280 West 78th Ave., Arvada, CO, 80005-3723

Date Executed: June 23, 1994

Effective Date: June 20, 1994

Lessee, named above, is the present owner and holder of the Oil and Gas Lease (the "Lease"), dated June 20, 1994 from Lessor, named above, recorded in Volume 98, page 236 of the Oil & Gas Records of the county and state named above.

At the time the Lease was entered into, the description of the lands contained in the Lease was believed by Lessor and Lessee to cover, and was intended by them to cover, certain lands owned by Lessor.

Since the execution and delivery of the Lease, it has been discovered that the description of lands contained in the Lease does not adequately describe the lands it was the intent of the Lessor to lease to the Lessee. It is the desire of Lessor and Lessee to amend and correct the description of lands in the Lease to accurately identify the lands to be covered by the Lease.

For adequate consideration, and the further consideration of the obligations and agreements contained in the Lease, Lessor hereby acknowledges and agrees that the Lease shall cover and the Lease is hereby amended so that it now covers the following lands in the county and state named above:

Township 29 North, Range 112 West of the 6th P.M.
Section 4: Lots 2, 3, 4, S/2NW/4, SW/4NE/4
Section 5: Lot 1, SE/4NE/4

254388

RECORDED Oct. 20 1995 9:35AM
IN BOOK 102 OR6 PAGE 305
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Saxton
COUNTY CLERK

305

Township 30 North, Range 112 West of the 6th P.M.
Section 32: SE/4SE/4
Section 33: S/2

Township 33 North, Range 110 West of the 6th P.M.
Section 15: S/2SW/4
Section 16: All
Section 21: E/2, E/2W/2
Section 22: SW/4NE/4, W/2SE/4, W/2
Section 27: NW/4NE/4, W/2SE/4, W/2
Section 28: NE/4, E/2NW/4
Section 34: W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

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

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

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

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

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

[redacted] [redacted] [redacted]

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

Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4 and all portions of the NW/4NW/4, E/2E/2 lying and being West of the center line of State Hwy 187.
Section 13: All portions of the E/2NW/4 lying and being West of the center line of State Hwy 187, W/2NW/4, SW/4.
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N2SW/4

All the above lands containing 10,563.93 acres, more or less.

Lessor ratifies, adopts, and confirms the Lease and extends the Lease to cover the lands described in this Agreement as if the description of lands set out above had been originally included in the Lease, and Lessor grants, leases, and lets to Lessee, its successors and assigns, the lands described in the Agreement for the purposes and upon the terms, conditions and provisions as contained in the Lease.

This Agreement shall be binding for all purposes on Lessor and Lessor's successors, heirs and assigns.

LESSOR

Attest:

By: Marguerite Hermansen Miller
Marguerite Hermansen, Secretary

Grindstone Cattle Co., A Wyoming Corp.

By:
James M. Miller, President

James M. Miller, A Single Man

LESSEE

Starwood Inc., A Texas Corporation

By: Don R. Holloway
Don R. Holloway, President

STATE OF_____)
) ss (Individual - Wyo.)
COUNTY OF_____)

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 their) free act and deed.

_____
Notary Public
Address_____

My Commission expires_____

STATE OF Wyoming)
) ss ACKNOWLEDGEMENT (For use by Corp.)
COUNTY OF Sublette)

On this 6TH day of October, A.D. 1995, before me personally appeared James M. Miller, to be personally known, who, being by me duly sworn, did say that he is the President of Grindstone Cattle Company and that the seal affixed to said instrument is the Corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said Corporation.

Witness my hand and seal this 6TH day of October, A.D. 1995.

NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Mary L. Lockhart
Notary Public
Address Pinedale, Wyoming

My Commission expires 5/17/98.

STATE OF_____)
) ss ACKNOWLEDGEMENT (For use by Corp.)
COUNTY OF_____)

On this _____ day of _____, A.D. 19___, before me personally appeared _____ _____, to be 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
Address_____

My Commission expires_____

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS THAT:

WILLIAM Q. HEINTZE, whose address is 309 E. Graisbury Avenue, Audubon, New Jersey 08106-1123, hereinafter referred to as "**Assignor**", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby, without warranty of title either express or implied, assign, sell, convey, transfer and set over unto **William Q. Heintze, Trustee under the WILLIAM Q. HEINTZE TRUST** dated February 13, 1986, as amended, whose address is 309 E. Graisbury Avenue, Audubon, New Jersey 08106-1123, hereinafter referred to as "**Assignee**", all of his overriding royalty interests in all oil, gas and other hydrocarbon substances which may be produced, saved and sold from the lands described on Exhibit A attached hereto and which may be attributable to those lands under oil and gas leases, communitization or other agreements including those lands.

The provisions of this Assignment shall be binding upon and inure to the benefit of all the heirs, successors, beneficiaries, representatives and assigns of the Assignor and Assignee.

EXECUTED this 16th day of October, 1995, but to be EFFECTIVE the 13th day of February, 1986.

254466

RECORDED Oct. 25 1995 12:35p.
IN BOOK 103 0+6 PAGE 309
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

William Q. Heintze
William Q. Heintze

STATE OF NEW JERSEY)
) ss.
COUNTY OF CAMDEN)

The foregoing instrument was acknowledged before me by William Q. Heintze this 16th day of October, 1995.

Witness my hand and official seal.

Charlotte F. Skeggs
Notary Public

My Commission Expires:

CHARLOTTE F. SKEGGS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 29, 1998

CHARLOTTE F. SKEGGS NOTARY PUBLIC

EXHIBIT A

to that Assignment of Overriding Royalty Interests dated October 16, 1995, from William Q. Heintze to William Q. Heintze, Trustee under the William Q. Heintze Trust dated February 13, 1986, as amended

LANDS

STATE OF WYOMING

LINCOLN COUNTY

Township 26 North, Range 113 West, 6th P.M.

Section 4:	All
Section 5:	Lots 1, 2, 3, 6, 7, 8, 9, 10, SE¼
Section 8:	E½
Section 9:	W½

SUBLETTE COUNTY

Township 27 North, Range 113 West, 6th P.M.

Section 28:	SW¼SE¼, SE¼SW¼
Section 29:	SE¼NE¼, NE¼SE¼
Section 32:	W½E½, NE¼NE¼, SE¼SE¼
Section 33:	W½, SE¼, W½NE¼, SE¼NE¼

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, C.E.C. Industries Corp., 350 West 300 South, Salt Lake City, Utah 84110, 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 sell, assign, transfer and set over unto Old West Royalty Partnership, whose address is P.O. Box 587, Marlow, Oklahoma 73055, hereinafter referred to as "ASSIGNEE", its successors and assigns, an overriding royalty interest in all oil, gas and other hydrocarbons producted, saved and marketed from the lands subject to the Oil and Gas Leases described on the attached Exhibit "A".

ASSIGNOR hereby represents and covenants that it is the lawful owner of the overriding royalty interests hereby transferred and assigned; that it has the full right and authority to transfer and assign same; and said interest is free and clear of all liens and encumbrances; and that ASSIGNOR will warrant and defend same against all claims and demands.

Executed this 20th day of October, 1995, but effective as of 1st day of November, 1995 at 12:01 A.M. o'clock.

C.E.C. Industries Corp.

By: _____
George A. Matthews, Jr.
Director

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 20th day of October, 1995, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came George A. Matthews, Jr., Director of C.E.C. Industries Corp., a corporation of the State of Nevada, personallyt known to me to be such officer, and to be the same person who has executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for the corporation for the uses and purposes therein set forth.

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

My commission expires:
4-24-99

Lynette A. Resch
Notary Public

254189

LYNETTE A. RESCH
NOTARY PUBLIC • STATE of UTAH
8400 SOUTH 4000 WEST
WEST JORDAN, UTAH 84088
COMM. EXP. 4-24-99

RECORDED Oct 26, 1995 10:20 AM.
IN BOOK 102,046 PAGE 311
FEES $ 12.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

This Exhibit "A" is made a part of that certain assignment dated the _____ day of October, 1995, by and between C.E.C. Industries Corp., as assignor, and Old West Royalty Partnership, as assignees, covering all the right, title and interest in the overriding royalty interests described below as it pertains to the lands, all of which are located in Sublette County, Wyoming.

LEASE NUMBER	DESCRIPTION	COMPANY
FEDERAL WYOMING LEASES		
E-022239	T28N-R113W-6th P.M. Section 8: E½, E½W½	Mobil/Enron
E-022769-A	T29N-R113W-6th P.M. Section 1: Lots 3, 4, S½NW¼, SW¼ Section 2: Lots 1-4, S½NE¼, SE¼NW¼, S½	Enron
E-024445	T30N-R112W-6th P.M. Section 19: E½SW¼	Enron
E-024445-E	T30N-R112W-6th P.M. Section 19: NE¼NW¼	Enron
E-024526	T30N-R112W-6th P.M. Section 30: NE¼NW¼	Enron
E-024526-G	T30N-R112W-6th P.M. Section 30: NE¼NW¼	Enron
E-024538-A	T30N-R113W-6th P.M. Section 13: SW¼	Enron
E-025535	T28N-R113W-6th P.M. Section 10: W½	Mobil/Enron
E-026054	T29N-R113W-6th P.M. Section 27: SW¼, W½SE¼	Enron
E-026171	T30N-R112W-6th P.M. Section 18: Lots 1-4, W½NE¼, SE¼NE¼, E½W½, SE¼ Section 32: N½SW¼	Enron
E-026176-B	T30N-R113W-6th P.M. Section 32: NE¼NE¼	Enron
W-02274	T30N-R113W-6th P.M. Section 13: NE¼NW¼, S½NW¼ Section 24: E½, E½NW¼, NE¼SW¼	Enron
W-02274-A	T30N-R113W-6th P.M. Section 13: NW¼NW¼	Enron
W-0231772	T28N-R113W-6th P.M. Section 3: Lots 5, 6, S½NE¼, N½SE¼	Enron
W-0231774	T28N-R113W-6th P.M. Section 2: S½NE¼, SE¼	Enron
W-04015-B	T30N-R112W-6th P.M. Section 29: NE¼NW¼	Enron
W-04101	T30N-R112W-6th P.M. Section 20: E½NE¼	
W-04101-A	T30N-R112W-6th P.M. Section 29: E½NE¼	Enron

W-04101-B	T30N-R112W-6th P.M. Section 29: SE¼NW¼	Enron
W-04628	T30N-R113W-6th P.M. Section 8: E½, NW¼ Section 17: E½	Wexpro
W-055073	T30N-R112W-6th P.M. Section 27: W½ Section 29: W½W½ Section 32: N½ Section 33: N½N½ Section 34: W½NW¼	Enron
W-056555	T30N-R112W-6th P.M. Section 8: W½NE¼, SE¼NE¼, S½NW¼ Section 9: SW¼, W½SE¼, SE¼SE¼ Section 17: S½N½, S½ Section 20: N½NW¼, SW¼NW¼, W½SW¼ Section 33: S½N½	Enron
W-06206	T30N-R113W-6th P.M. Section 9: E½ Section 15: N½, N½SW¼, SE¼SW¼, SE¼	Enron
W-0637	T28N-R113W-6th P.M. Section 15: SW¼NE¼, W½, SE¼	Mobil/Enron
W-10677	T29N-R113W-6th P.M. Section 26: SW¼NW¼, SW¼ Section 27: S½NE¼, SE¼NW¼, S½SE¼	Enron
W-16769	T30N-R112W-6th P.M. Section 19: Lots 1-4	Enron
W-16770	T29N-R112W-6th P.M. Section 6: Lot 5, S½NE¼, SE¼NW¼, NW¼SE¼ T30N-R112W-6th P.M. Section 30: Lots 1-4, SW¼NE¼, SE¼ Section 31: All	Enron/Chandler
W-21123	T30N-R113W-6th P.M. Section 22: W½NW¼	Enron
W-21125	T30N-R113W-6th P.M. Section 9: W½ Section 15: SW¼SW¼ Section 21: N½	Enron
W-27641	T30N-R112W-6th P.M. Section 19: E½NE¼, SE¼NW¼, E½SE¼	Enron
W-27642	T30N-R112W-6th P.M. Section 30: E½NE¼	Enron
W-27643	T30N-R112W-6th P.M. Section 30: SE¼NW¼, E½SW¼	Enron
W-27644	T30N-R113W-6th P.M. Section 11: E½ Section 24: W½W½, SE¼SW¼	Enron
W-27645	T30N-R113W-6th P.M. Section 10: All Section 14: W½E½, W½, SE¼SE¼ Section 22: NE¼, E½NW¼	Enron
W-27652	T30N-R112W-6th P.M. Section 30: E½NE¼	Enron

STATE WYOMING LEASES

0-11311	T30N-R113W-6th P.M. Section 16: S½NE¼	Enron
0-13662	T30N-R113W-6th P.M. Section 16: SE¼, E½SW¼	Enron
0-13663	T30N-R113W-6th P.M. Section 16: NW¼, W½SW¼	Enron

WYOMING FEE LEASE

Charles Budd	T29N, R113W-6th P.M. Section 10: N½NE¼, SW¼NE¼	Enron

[redacted] [redacted] [redacted]

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT. Made and entered into the 31st day of August, 1995. by and between

Robert Scott Thompson. Jon Peter Thompson and Timothy Stewart Thompson. as Co-Trustees of the Bette M. Thompson Testamentary Family Trust
P.O. Box 220
Big Piney. Wyoming 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84070, hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or 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), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly 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 being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, S½ NW¼, SW¼NE¼, SW¼, W½SE¼
Section 6: Lots 5, 6, 7, W½SE¼, E½SW¼, SE¼NW¼, S½NE¼, E½SE¼

254538
RECORDED October 30 1995 2:35 P.M.
IN BOOK 102 MORTGAGES PAGE 315
FEES $ 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 917.01 acres, more or less.

by Bethany A. Walker

1. It is agreed that lease shall remain in force for a term of five (5) years from November 18, 1995 and as long hereafter 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 filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land,the equal one-eighth (1/8) 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 or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) 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 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 houses, barns, or other facilities, including Lessors water facilities 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 operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

Robert Scott Thompson
Robert Scott Thompson, Co-Trustee

Jon Peter Thompson
Jon Peter Thompson, Co-Trustee

Timothy Stewrat Thompson
Timothy Stewrat Thompson, Co-Trustee

INDIVIDUAL NOTARY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Scott Thompson, Jon Peter Thompson and Timothy Stewart Thompson, as Co-Trustees of the Bette M. Thompson Testamentary Family Trust known to me to be the persons 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 30th day of October, 1995.

My commission expires:

March 10, 1996

Brian A. Sawyer
Notary Public

Brian A. Sawyer — Notary Public — County of Sublette — State of Wyoming — My Commission Expires: Mar. 10, 1996

CORPORATE NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, 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 _____ day of _____, 199_____.

My commission expires:

_____

_____
Notary Public

c:\wp51\record\dolar.lse

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 31st day of August, 1995, by and between

254539

RECORDED October 30 19 95 2:35P.M.
IN BOOK 102 OF OIL & GAS PAGE 317
FEES $ 8.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Robert V. Thompson, a widower
P.O. Box 220
Big Piney, Wyoming 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84070, hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)in hand paid, receipt of which is hereby acknowledged, by Bethany A. Linker 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), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly 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 being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 8: NE¼NW¼

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 40.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of five (5) years from November 18, 1995 and as long hereafter 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 filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land,the equal one-eighth (1/8) 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 or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) 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 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 houses, barns, or other facilities, including Lessors water facilities 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 operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

x Robert V. Thompson

Robert V. Thompson, a widower

INDIVIDUAL NOTARY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Robert V. Thompson, a widower 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 30th day of October, 1995.

My commission expires:

March 10 1996

Notary Public

Brian A. Sawyer
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Mar. 10, 1996

CORPORATE NOTARY

STATE OF _____)
) ss.
COUNTY OF _____).

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, 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 _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\record\dolar.lse

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

254540

AGREEMENT. Made and entered into the 31st day of August, 1995, by and between

Robert V. Thompson, a widower
P.O. Box 220
Big Piney, Wyoming 83113

RECORDED October 30 1995 2:35P M
IN BOOK 103 OR 619 PAGE 319
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Barbara A. Hatter

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84070, hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or 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), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly 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 being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 7: Lots 1, 2, W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M
Section 1: Lots 5, 6, 7, SW¼NE¼, W½SE¼

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 481.70 acres, more or less.

1. It is agreed that lease shall remain in force for a term of five (5) years from May 22, 1996 and as long hereafter 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 filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land,the equal one-eighth (1/8) 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 or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one eighth (1/8) 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 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 houses, barns, or other facilities, including Lessors water facilities 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

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 operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

x Robert V. Thompson

Robert V. Thompson, a widower

STATE OF WYOMING)
) ss. INDIVIDUAL NOTARY
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Robert V. Thompson, a widower 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 30th day of October, 1995.

My commission expires:

9-16-97

Barbara A. Wells
Notary Public

BARBARA A. WELLS - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-16-97

STATE OF _____)
) ss. CORPORATE NOTARY
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, 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 _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\record\dolar.lse

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 76-0342, effective May 2, 19 76.
described completely as follows:

Township 29 North, Range 114 West, 6th P.M.
Sec. 16: All

County Sublette Total Acres 640.00

****

ASSIGNOR, American Cometra, Inc.

wich address at 500 Throckmorton Street, Suite 250
Fort Worth, Texas 76102

being the owner of 5.50 percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 29 North, Range 114 West, 6th P.M.
Sec. 16: All

254588

RECORDED Nov. 2 19 95 1:50 PM
IN BOOK 102-016 PAGE 321
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

for good and valuable consideration, hereby assigns to:

(1) Barrett Resources Corporation, assignee, with address at:
1125 Seventeenth Street, Suite 2400, Denver, Co. 80202, 100% percent of its 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 5.50% percent of full leasehold interest), insofar as it covers the following described land:

Township 29 North, Range 114 West, 6th P.M.
Sec. 16: All

containing 640.00 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: -0-

subject to: a 5.00% overriding royalty previously reserved

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 5th day of October, 1995

American Cometra, Inc.
Assignor - Lessee

WITNESS:

Marie Gallini

By: Terry N. McClure
Title Terry N. McClure
Vice President

Attest: Christi Cox
Secretary - Christi Cox

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 Texas)
) ss.
County of Tarrant)

On this 5th day of October, 1995, before me personally appeared Terry N. McClure, to me personally know, who, being by me duly sworn, did say that he is the Vice President of ~~American Cometra, Inc~~ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Terry N. McClure acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of October, 1995.

DIANE G. DAVIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/22/99

Diane G. Davis
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] [redacted] LEASE SERIAL NO. 76-0342[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

____ General Partnership

____ Limited Partnership

_X_ Corporation

Other (Describe) _____

Barrett Resources Corporation

By: [signature]
Assignee's Signature ATTORNEY-in-FACT

1125 Seventeenth Street, Suite 2400
Assignee's Address Denver, Co. 80202

10-11-95
Date

Assignee's Signature

Assignee's Address

Date

Signature of all assignees is required

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: COASTAL OIL & GAS CORP.

Address: NINE GREENWAY PLAZA, #2780A

HOUSTON, TX 77046-0995

Telephone: (713) 877-6521 (Chris Kopasz)

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: _____

[illegible]
[illegible] RESOURCES CORPORATION
1125 - 17th STREET, SUITE 2400
[illegible]

323

324

Form 3060-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-60620

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Barrett Resources Corporation
1125 Seventeenth Street, Suite 2400
Denver, Colorado 80202

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

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

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

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

Land Description

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

a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 29 North, Range 114 West, 6th P.M. Sec. 17: All From the base of the Dakota Formation (9,340 ft.) to the stratigraphic equivalent of the total depth (16,370 ft.) drilled in the Riley Ridge Fed. 17-34 well located in the SW¼SE¼ of Sec. 17	5.7583	5.7583	-0-	-0-	7.50%
All other depths	5.4999	5.4999			
Sec. 5: Lot 4 All depths Sec. 6: Lots 1, 2, S½NE¼, SE¼ Sec. 7: E½ Sec. 18: SE¼ Sec. 9: SE¼ SE¼ containing 1,459.12 acres more or less Sublette County, Wyoming	5.4999	5.4999	-0-	-0-	

254596
254596

RECORDED Nov. 3 1995 9:40 AM
IN BOOK 102 046 PAGE 324
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, Patti E. Rives, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Barrett Resources Corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 1995.

My Commission Expires: 5/22/99

Patti E. Rives
Notary Public
1125 - 17th Street, Suite 2400
Denver, Colorado 80202

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 5th day of October, 1995

Name of Transferor American Cometra, Inc.
Please type or print

Transferor By: Terry N. McClure (Signature)
or
Attorney-in-fact Vice President
(Signature)

500 Throckmorton Street, Suite 2500
(Transferor's Address)

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

Executed this 11 day of October, 1995

Barrett Resources Corporation

Transferee By:
(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

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

*U.S. GPO: 1990-573-016/26030

326

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-60620

Lease Effective Date
(Anniversary Date)
April 1, 1976

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Barrett Resources Corporation
1125 Seventeenth Street, Suite 2400
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description 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 29 North, Range 114 West, 6th P.M. Sec. 5: Lot 4 Sec. 6: Lots 1,2, S½NE¼, SE¼ Sec. 7: E½ Sec. 17: N½ Sec. 18: SE¼ containing 1099.12 acres	5.4999	5.4999	-0-	-0-	7.50%
Sec. 9: SE¼SE¼ Sec. 17: S½ containing 360.00 acres	5.4999	5.4999	-0-	-0-	7.50%
1,459.12 acres, more or less Sublette County, Wyoming					

254597

RECORDED Nov. 3 — 1995 9:40a M
IN BOOK 102 Q+G — PAGE 326
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)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, Patti E. Rives, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Barrett Resources Corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 1995.

My Commission Expires: 5/22/99

Patti E. Rives
Notary Public
1125 - 17th Street, Suite 2400
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 5th day of October, 19 95

Name of Assignor as shown on current lease American Cometra, Inc.
Please type or print

Assignor By: Terry N. McClure (Signature)
or
Attorney-in-fact Vice President
(Signature)

500 Throckmorton Street, Suite 2500
(Assignor's Address)

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

Executed this 11 day of October, 1995

Barrett Resources Corporation

Assignee By: (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. Government Printing Office: 1991 — 573-010/20062

328

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-60621

Lease Effective Date
(Anniversary Date)
April 1, 1976

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Barrett Resources Corporation
1125 Seventeenth Street, Suite 2400
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Sec. 21: All Sec. 28: All containing 1,280.00 acres, more or less Sublette County, Wyoming	5.4999	5.4999	-0-	-0-	5.00%

254598

RECORDED Nov. 3 1995 9:40 A M
IN BOOK 102 OG PAGE 328
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)

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, Patti E. Rives, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Barrett Resources Corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 1995.

My Commission Expires: 5/22/99

Patti E. Rives
Notary Public
1125 - 17th Street, Suite 2400
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 5th day of October, 1995

Name of Assignor as shown on current lease American Cometra, Inc.
Please type or print

Assignor By: Terry N. McClure
(Signature)
or
Attorney-in-fact Vice President
(Signature)

500 Throckmorton Street, Suite 2500
(Assignor's Address)

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

Executed this 11 day of October, 1995

Barrett Resources Corporation

Assignee By:
(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. Government Printing Office: 1981 — 571-016/20002

330

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-59398

Lease Effective Date
(Anniversary Date)
August 1, 1977

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Barrett Resources Corporation
1125 Seventeenth Street, Suite 2400
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Sec. 18: NE¼ Sec. 20: All containing 800.00 acres more or less Sublette County, Wyoming	5.4999	5.4999	-0-	-0-	6.25%

254599

RECORDED Nov. 3 1995 9:40AM
IN BOOK 102 Q+G PAGE 330
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;

☐ Assignmem approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, Patti E. Rives, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Barrett Resources Corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 1995.

My Commission Expires: 5/22/99

Patti E. Rives
Notary Public
1125 - 17th Street, Suite 2400
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 5th day of October, 19 95

Name of Assignor as shown on current lease American Cometra, Inc.
Please type or print

Assignor By: Terry N. McClure (Signature)
or
Attorney-in-fact Vice President
(Signature)

500 Throckmorton Street, Suite 2500
(Assignor's Address)

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

Executed this 11 day of October, 1995

Barrett Resources Corporation

Assignee By:
(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. Government Printing Office: 1991 — 578-018/20042

332

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-78476

Lease Effective Date
(Anniversary Date)
March 1, 1975

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Barrett Resources Corporation
   Street 1125 Seventeenth Street, Suite 2400
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description (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 29 North, Range 114 West, 6th P.M. Sec. 9: N½ containing 320.00 acres, more or less Sublette County, Wyoming	5.4999	5.4999	-0-	-0-	5.00%

254600

RECORDED Nov. 3, 1995 9:40 A M
IN BOOK 102 O+G PAGE 332
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 _____ _____ 8.00
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, Patti E. Rives, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Barrett Resources Corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 1995.

My Commission Expires: 5/22/99

PATTI E. RIVES NOTARY PUBLIC STATE OF COLORADO

Patti E. Rives
Notary Public
1125 - 17th Street, Suite 2400
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 5th day of October, 19 95

Name of Assignor as shown on current lease American Cometra, Inc.
(Please type or print)

Assignor By: Terry N. McClure
(Signature)
or
Attorney-in-fact Vice President
(Signature)

500 Throckmorton Street, Suite 2500
(Assignor's Address)

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

Executed this 11 day of October, 195

Barrett Resources Corporation

Assignee By:
(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. Government Printing Office: 1991 — 573-016/20082

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25th day of Oct, 1995.

Carl J. Pearce, as Personal Representative of the
Estate of Frank R. Moffat, deceased

254603

RECORDED Nov. 3, 1995 11:00 A M
IN BOOK 102.016 PAGE 334
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Utah)
) ss.
COUNTY OF Weber)

Before me the undersigned, a Notary Public, within and for said County and State, on this 25th day of Oct., 1995, personally appeared Carl J. Pearce, as Personal Representative of the Estate of Frank R. Moffat, deceased and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

Darla Cevering
Notary Public
Address:

NOTARY PUBLIC
DARLA CEVERING
2610 Washington Blvd.
Ogden, Utah 84401
My Commission Expires
March 18, 1998
STATE OF UTAH

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 2nd day of May, 1995.

Dora Moffat
DORA MOFFAT
410 Mitchell
Pasco, Wash 99350

254604

RECORDED Nov. 3, 1995 11:00 AM
IN BOOK 102 OF G PAGE 335
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF Washington)
) ss.
COUNTY OF Benton)

Before me the undersigned, a Notary Public, within and for said County and State, on this 2nd day of May, 1995, personally appeared Dora Moffat and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 11-29-98

Melissa M. Carlin
Notary Public
Address: 1622 Meade Ave
Prosser, WA 99350

335

336

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23 day of May, 1995.

George H. Moffat
GEORGE H. MOFFAT, Personal Representative of
the Estate of Elaine Moffat, deceased

254605

RECORDED Nov. 3, 1995 11:00 A M
IN BOOK 102-046 PAGE 334
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sapton

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

Before me the undersigned, a Notary Public, within and for said County and State, on this 23rd day of May, 1995, personally appeared George H. Moffat, Personal Representative of the Estate of Elaine Moffat, deceased and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 5/7/98

Notary Public
Address: 6151 Applewood Ridge Cir
Colo Spgs, CO 80918

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 26th day of ~~May~~ July, 1995.

Earl E Ricord
EARL E. RICORD

Charlotte E. Ricord
CHARLOTTE E. RICORD

254606

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 102 016 PAGE 337
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF Nevada)
) ss.
COUNTY OF Mineral)

Before me the undersigned, a Notary Public, within and for said County and State, on this 26 day of July, 1995, personally appeared Earl E. Ricord and Charlotte E. Ricord, his wife to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
2-20-97

Linda Lyle
Notary Public
Address: Bank of America
Box 970
Hawthorne, Nev
89415

NOTARY PUBLIC
STATE OF NEVADA
County of Mineral
Linda Lyle
My Appointment Expires Feb. 20, 1997

7-26-95

338

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 9th day of ~~May~~ June, 1995.

Stanley E. Ricord
STANLEY E. RICORD

Donna R. Ricord
DONNA R. RICORD

254607

RECORDED Nov. 3, 1995 11:00 AM
IN BOOK 102016 PAGE 338
FEES $ 6.00 Mary L. Lou COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Socha

STATE OF Texas)
) ss.
COUNTY OF Harris)

Before me the undersigned, a Notary Public, within and for said County and State, on this 9th day of ~~May~~ June 1995, personally appeared Stanley E. Ricord and Donna R. Ricord, his wife to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

KAYE TERRILL
Notary Public, State of Texas
My Commission Expires
FEBRUARY 25, 1999

Kaye Terrill
Notary Public
Address: 13201 N.W. Freeway
Houston, Tx. 77040

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of May, 1995.

Maurice M. Ricord
MAURICE M. RICORD

Marion L Ricord
MARION L. RICORD

254608

RECORDED Nov. 3, 1995 11:00 AM
IN BOOK 109 046 PAGE 339
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF California)
) ss.
COUNTY OF San Diego)

Before me the undersigned, a Notary Public, within and for said County and State, on this 24 day of May, 1995, personally appeared Maurice M. Ricord and Marion L. Ricord, his wife to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: NOV 8, 1996

Laurence E Ford
Notary Public
Address: 657 N. BROADWAY
ESCONDIDO, CA 92025

OFFICIAL SEAL
LAURENCE E. FORD
NOTARY PUBLIC-CALIFORNIA
COMMISSION NUMBER 977478
PRINCIPAL OFFICE IN SAN DIEGO COUNTY
MY COMMISSION EXP. NOV 8, 1996

340

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 31st day of May, 1995.

Catherine J. Lamb
CATHERINE J. LAMB

254609

RECORDED NOV. 3 1995 11:00AM
IN BOOK 102 O+G PAGE 340
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Kansas)
) ss.
COUNTY OF Wichita)

Before me the undersigned, a Notary Public, within and for said County and State, on this 31 day of May, 1995, personally appeared Catherine J. Lamb and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

Rosa L Sullivan
Notary Public
Address: 229 Ellis St Wichita KS 67211

My commission expires:
12-20-98

ROSA L. SULLIVAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires 12-20-98

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 9 day of May, 1995.

Beatrice L. Bowman
BEATRICE L. BOWMAN

254610

RECORDED Nov. 3, 1995 11:00 AM
IN BOOK 102 PAGE 341
FEES $ 6.00 Mary A. Lubbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF Hawaii)
) ss.
COUNTY OF Hawaii)

Before me the undersigned, a Notary Public, within and for said County and State, on this 9th day of May, 1995, personally appeared Beatrice L. Bowman and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 1-4-97

Helen M. Hargett
Notary Public
Address: 77-6575 Mamalahoa St.
Kailua Kona, Hi 96740

STATE OF HAWAII NOTARIAL SEAL

342

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7th day of ~~May~~ JUNE, 1995.

Virginia B. Pickett
VIRGINIA B. PICKETT

254611

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 109 P16 PAGE 342
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soxton

STATE OF Louisiana)
) ss.
COUNTY OF Lafayette [Parish])

Before me the undersigned, a Notary Public, within and for said County and State, on this 7th day of ~~May~~ JUNE, 1995, personally appeared Virginia B. Pickett and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: LIFETIME

Paola T. LeBlanc
Notary Public
Address: 4010 W. CONGRESS ST.
LAFAYETTE, LA 70506

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 2 day of ~~May~~ June, 1995.

Marguerite F. Douglas
MARGUERITE F. DOUGLAS

Richard R. Douglas
RICHARD R. DOUGLAS

254612

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 102 O+G PAGE 343
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF ~~Arizona~~ Washington)
) ss.
COUNTY OF ~~Maricopa~~ King)

Before me the undersigned, a Notary Public, within and for said County and State, on this 2nd day of ~~May~~ June, 1995, personally appeared Marguerite F. Douglas and Richard R. Douglas, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 1-6-99

Ruth A. Schafer
Notary Public
Address: 15550 Lake Hills Blvd
Bellevue, WA. 98007

RUTH A. SCHAFER NOTARY PUBLIC STATE OF WASHINGTON Commission Expires JAN. 6, 1999

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 2 day of ~~May~~ June, 1995.

Sally C. Roeder
SALLY C. ROEDER

Jack F. Roeder
JACK F. ROEDER

STATE OF Washington)
) ss.
COUNTY OF Grant)

Before me the undersigned, a Notary Public, within and for said County and State, on this 2nd day of ~~May~~ June, 1995, personally appeared Sally C. Roeder and Jack F. Roeder, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 5-23-96

Notary Public
Address: DEBBIE DAVID
3463 NE 12th Ave
Moses Lake, WA 98837

254613

RECORDED Nov. 3, 1995 11:20AM
IN BOOK 102 Pg 6 PAGE 344
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23 day of May, 1995.

Helen C. Beardsley
HELEN C. BEARDSLEY

William E. Beardsley
WILLIAM E. BEARDSLEY

254614

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 102 OR6 PAGE 345
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Oregon)
) ss.
COUNTY OF Lincoln)

Before me the undersigned, a Notary Public, within and for said County and State, on this 23 day of May, 1995, personally appeared Helen C. Beardsley and William E. Beardsley, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 4-22-98

OFFICIAL SEAL
SHELLY DAVIDSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 032118
MY COMMISSION EXPIRES APR. 22, 1998

Shelly Davidson
Notary Public
Address: P.O. Box 470
Waldport, OR 97394

346

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of May, 1995.

Billie Lee Shoemaker
BILLIE LEE SHOEMAKER

Gary L. Shoemaker
GARY L. SHOEMAKER

254615

RECORDED Nov. 3, 1995 11:09AM
IN BOOK 102 016 PAGE 346
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF Washington)
) ss.
COUNTY OF Chelan)

Before me the undersigned, a Notary Public, within and for said County and State, on this 24 day of May, 1995, personally appeared Billie Lee Shoemaker and Gary L. Shoemaker, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN GREGORY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-29-97

My commission expires: 3/29/97

Notary Public
Address: 30 S. Wenatchee Ave
Wenatchee, Wa 98801

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of May, 1995.

Rita E. Eyler
RITA E. EYLER

Earl E. Eyler
EARL E. EYLER

254616

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 108 O+G PAGE 347
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Cathy Soxton

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

Before me the undersigned, a Notary Public, within and for said County and State, on this 24th day of May, 1995, personally appeared Rita E. Eyler and Earl E. Eyler, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 7-31-98

JANA L. WHITTALL
Commission Expires
NOTARY PUBLIC
7-31-98
STATE OF WASHINGTON

Notary Public
Address: 806 W. 2nd, Nooksack WA 98276

348

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22nd day of May, 1995.

Elton K. Moffat
ELTON K. MOFFAT

Betty L. Moffat
BETTY L. MOFFAT

STATE OF Oregon)
) ss.
COUNTY OF Lincoln)

OFFICIAL SEAL
SUSAN K REA
NOTARY PUBLIC - OREGON
COMMISSION NO. 038689
MY COMMISSION EXPIRES OCT. 16, 1998

Before me the undersigned, a Notary Public, within and for said County and State, on this 22nd day of May, 1995, personally appeared Elton K. Moffat and Betty L. Moffat, his wife to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 10-16-98

Susan K Rea
Notary Public
Address: Sweet, OR

254617

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 102 of 6 PAGE 348
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, between Richard F. Tanner and Nancy Espenscheld, individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 9 day of ~~May~~ JUNE K.B, 1995.

Jackie Bailey
JACKIE K. BAILEY

254618

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 108 Of 6 PAGE 349
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarten

STATE OF Washington)
) ss.
COUNTY OF Snohomish)

Before me the undersigned, a Notary Public, within and for said County and State, on this 1st day of ~~May~~ June, 1995, personally appeared Jackie K. Bailey and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
4-22-95

LISA J. WILLIAMS
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires 4-22-98

Lisa J. Williams
Notary Public
Address: Granite Falls, Washington

350

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 2nd day of ~~May~~ June, 1995.

Vickie S. Jensen
VICKIE S. JENSEN

Arthur D. Jensen
ARTHUR D. JENSEN

254619

RECORDED Nov. 3, 1995 11:00AM
IN BOOK 102-046 PAGE 350
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF Washington)
) ss.
COUNTY OF Skagit)

Before me the undersigned, a Notary Public, within and for said County and State, on this 2nd day of ~~May~~ June 1995, personally appeared Vickie S. Jensen and Arthur D. Jensen, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 1-11-99

Sarah J. Parker
Notary Public
Address: Burlington

SARAH J. PARKER
NOTARY PUBLIC
COMMISSION EXPIRES
1-11-99
STATE OF WASHINGTON

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 5 day of June, 1995.

Eleanor S Arnell
ELEANOR S. ARNELL

254620

RECORDED Nov. 3, 1995 11:00 AM
IN BOOK 102 016 PAGE 351
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF Idaho)
) ss.
COUNTY OF Bear Lake)

Before me the undersigned, a Notary Public, within and for said County and State, on this 1st day of June 1995, personally appeared Eleanor S. Arnell and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 3-30-2000

Julie P. Howard
Notary Public
Address: Fish Haven, Id

352

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24 day of May, 1995.

MILDRED J. WINDLEY

Mildred J. Windley

SHELDON A. WINDLEY

Sheldon Windley

254621

RECORDED Nov. 3 1995 11:00AM
IN BOOK 102 PAGE 352
FEES $ 6.00 Mary D. Lou COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Wyoming)
) ss.
COUNTY OF Uinta)

Before me the undersigned, a Notary Public, within and for said County and State, on this 24th day of May, 1995, personally appeared Mildred J. Windley and Sheldon A. Windley, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they execcuted 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 official seal the day and year last above written.

My commission expires:

Jodi Ridenour
Notary Public
Uinta County
My Commission Expires
Aug. 8, 1998

Jodi Ridenour
Notary Public
Address:

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 30TH day of May, 1995.

Beverly K Sage
BEVERLY K. SAGE

Joseph W. Sage
JOSEPH W. SAGE

254622

RECORDED Nov. 3, 1995 11:00 A M
IN BOOK 102 OR 6 PAGE 353
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

Before me the undersigned, a Notary Public, within and for said County and State, on this 30TH day of May, 1995, personally appeared Beverly K. Sage and Joseph W. Sage, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

BRIDGET McCUTCHEON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES FEB. 11, 1998

Bridget McCutcheon
Notary Public
Address:

354

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 11th day of May, 1995.

Samuel A. Sage
SAMUEL A. SAGE

Lili A. Sage
LILI A. SAGE

254623

RECORDED Nov. 3 1995 11:00AM
IN BOOK 102 OIG PAGE 354
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Montana)
) ss.
COUNTY OF Ravalli)

Before me the undersigned, a Notary Public, within and for said County and State, on this 26th day of May, 1995, personally appeared Samuel A. Sage and Lili A. Sage, his wife to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
July 17, 1997

Notary Public
Address: [illegible]

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21st day of ~~May~~ June, 1995.

Beulah M. Christlieb
BEULAH M. CHRISTLIEB

Royce Christlieb
ROYCE CHRISTLIEB

254624
254684

RECORDED Nov. 3, 1995 11:00A M
IN BOOK 109-016 PAGE 355
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF ~~Texas~~ Colorado)
) ss.
COUNTY OF ~~Harris~~ Adams)

Before me the undersigned, a Notary Public, within and for said County and State, on this 21st day of ~~May~~ June, 1995, personally appeared Beulah M. Christlieb and Royce Christlieb, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: Jan 16, 1995

Notary Public
Address: 12000 Pecos St
Westminster CO 80234

356

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23rd day of ~~May~~ June, 1995.

Robert R. Ross
ROBERT R. ROSS

Lynne M. Ross
LYNNE M. ROSS

254625

RECORDED Nov. 3, 1995 11:00a M
IN BOOK 102 PAGE 356
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

Before me the undersigned, a Notary Public, within and for said County and State, on this 23rd day of June, 1995, personally appeared Robert R. Ross and Lynne M. Ross, his wife to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 6-22-98

Notary Public
Address: 3213-B 82nd
Lubbock, TX 79423

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratify, adopt and confirm in all respects that certain Oil and Gas Lease dated the 20th of March, 1995, recorded in Book 101, Page 360, of the Oil and Gas Records in Sublette County, Wyoming, 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, amended 12/10/80, together with any executory rights heretofore created, as Lessor, and Contex Energy Company, as Lessee, insofar as said Oil and Gas Lease covers the following described land, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 18: Lots 2, 3, 4, SESW, SWSE
Section 19: E/2NW
Sublette County, Wyoming

and do hereby grant, lease and let the above described land in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. The undersigned also hereby acknowledge the receipt of their proportionate share of the monies payable for the execution of the lease and their proportionate share of all the future delay rental monies which have been paid in advance to the undersigned to keep the lease in full force and effect during the entire primary term of said lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 6th day of May, 1995.

Patricia Perez
PATRICIA PEREZ

J. OSCAR PEREZ

254626

RECORDED Nov. 3, 1995 11:00 AM
IN BOOK 102 of 6 PAGE 357
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF ~~Georgia~~ NC)
) ss.
COUNTY OF ~~Walton~~ Wake)

Before me the undersigned, a Notary Public, within and for said County and State, on this 6th day of May, 1995, personally appeared Patricia Perez and J. Oscar Perez, her husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 9/15/99

Bruce D. Kramer
Notary Public
Address: Wake County
Raleigh, NC

358

WHEN RECORDED RETURN TO:
LaVonne J. Stringer
Flying J Oil & Gas Inc.
333 West Center Street
No. Salt Lake, UT 84054

ASSIGNMENT AND BILL OF SALE

STATE OF MONTANA §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF YELLOWSTONE §

CENEX, Inc., a Minnesota corporation, with offices at 2220 Grant Road, Billings, Montana 59108 ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto Big West Oil & Gas Inc., a Utah corporation, with offices at 333 West Center Street, North Salt Lake, Utah 84054 ("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, mineral fee interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, together with identical undivided interests in and to all the property and rights incident thereto (collectively the "Leases"), including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, including any and all past, present, and future take-or-pay claims, leases, permits, rights-of-way, easements, licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature in any way relating thereto;

254633

RECORDED 4:21 3 1995
IN BOOK 422 AT PAGE
FEE $10.00 11 COUNTY
SUBLETTE COUNTY CLERK
By Tracey L Hoover

(ii) All of Assignor's interest in and to all of the wells, equipment, materials and other personal property, fixtures and improvements on the Leases as of the effective date

[redacted] [redacted] [redacted]

hereof, appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment");

(iii) All other leasehold interests, royalty and overriding royalty interests owned by Assignor in, to and under the Leases or attributable to production therefrom;

(iv) All unitization, communitization, pooling and operating agreements, and the units created thereby which relate to the Leases or interests therein described in Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases;

(v) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignors' interest in the Leases; and

(vi) All lease files, land files, well files, oil and gas sales contracts files, gas processing files, division order files, abstracts, title opinions, and all other books, files, maps, logs, seismic data, tapes, field data and records, and all rights thereto, of Assignor related to and necessary to the realization of value by Assignee of any of the property purchased hereunder;

(vii) All furnishings, fixtures, equipment, work stations and personal property of any nature or kind used in the conduct of Assignor's business.

All of Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests."

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

This Assignment is accepted subject to, and Assignee agrees to comply with and be bound by, all of the terms and provisions of all leases and assignments of record relating to the Interests.

THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED WITHOUT ANY WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED; PROVIDED, HOWEVER, ASSIGNOR SHALL SPECIALLY WARRANT AND AGREE TO DEFEND THE TITLE TO THE INTERESTS AS SET FORTH ON EXHIBIT "A" HERETO AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS OR ENTITIES CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE EQUIPMENT, WHICH SHALL BE CONVEYED TO ASSIGNEE "AS IS, WHERE IS," AND WITH ALL FAULTS AND DEFECTS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

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

This Assignment is subject to all terms, conditions and provisions of that certain Purchase and Sale Agreement entered into by Assignor and Assignee dated August 15, 1995.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this instrument is executed the 31st day of October, 1995, but shall be effective as of the 1st day of June, 1995, (the "Effective Time").

ASSIGNOR

CENEX, Inc.

By: _____
J. R. Keating, Vice President

ASSIGNEE

Big West Oil & Gas Inc.

By: _____
John R. Scales, Senior Vice President

STATE OF MONTANA §
§
COUNTY OF YELLOWSTONE §

BEFORE ME, the undersigned authority, on this day personally appeared **J. R. Keating,** of **CENEX, Inc.**, a Minnesota corporation, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE ON this 31st day of October, 1995.

JUDITH L. BREWER NOTARIAL SEAL STATE OF MONTANA

Judith L. Brewer
Notary Public in and for the
STATE of MONTANA

STATE OF Utah §
§
COUNTY OF Davis §

BEFORE ME, the undersigned authority, on this day personally appeared John R Scales, of Big West Oil & Gas Inc., a Utah corporation, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE ON this 31st day of October, 1995.

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
July 20, 1997
LaVonne J. Garrison-Stringer
333 West Center Street
North Salt Lake, Utah 84054

LaVonne J. Garrison-Stringer
Notary Public in and for the
STATE of Utah

EXHIBIT A

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
CA0302	CHARTER 12-2 (GAS)	80.00000	60.00000	0.000000	COLUSA	CALIFORNIA
CA3101	TRANSAMERICA 10-1 (GAS)	80.00000	58.92539	0.000000	COLUSA	CALIFORNIA
CA3104	CA GATHERING SYSTEM	80.00000	80.00000	0.000000	COLUSA	CALIFORNIA
CA1701	TAYLOR SLOUGH #1 (GAS)	18.35712	13.60766	0.000000	CONTRA COSTA	CALIFORNIA
CA5101	BOWMAN ROAD 34-56X (GAS)	50.00000	41.58390	0.000000	SAN JOAQUIN	CALIFORNIA
CA0901	CLARK 3-18 (GAS)	40.00000	31.33320	0.000000	SUTTER	CALIFORNIA
CA0902	TOMLINSON 1-11 (GAS)	40.00000	31.33333	0.000000	SUTTER	CALIFORNIA
CA8901	AOKI FARMS 1-25 (GAS)	50.00000	39.66736	0.000000	YOLO	CALIFORNIA
CO2301	FEDERAL 10-34 (GAS)	80.16667	61.96552	0.328125	MOFFAT	COLORADO
CO2302	FEDERAL 2-1 (GAS)	78.75000	62.61773	0.562500	MOFFAT	COLORADO
CO2303	OKES 5-6 (GAS)	80.16667	66.88583	1.200000	MOFFAT	COLORADO
CO2304	BLUE GRAVEL 3-1 (GAS)	74.50000	61.51778	1.242000	MOFFAT	COLORADO
RR0048	YELLOWMULE A-1 MT	0.00000	0.00000	2.000000	BIG HORN	MONTANA
MT5801	NEWROBE #5 (GAS)	100.00000	83.33333	0.000000	GLACIER	MONTANA
MT5803	TRIBAL 24-1 (GAS)	12.02790	10.02320	0.000000	GLACIER	MONTANA
MT0101	BEARS DEN UNIT	40.00000	32.41365	0.000000	LIBERTY	MONTANA
MT8901	HAYES #1 (GAS)	100.00000	82.50000	0.000000	POWDER RIVER	MONTANA
MT8902	BRUNER 11-16 (GAS)	100.00000	82.50000	0.000000	POWDER RIVER	MONTANA
MT0220	DYNNESON 5-1	12.50000	10.93750	0.000000	RICHLAND	MONTANA
MT0271	NORGAARD #1	87.17600	70.06548	1.603000	RICHLAND	MONTANA
MT0272	DYNNESON 1-29	97.50000	76.93359	0.000000	RICHLAND	MONTANA
MT0273	ALLISON #1	97.50000	79.98047	0.000000	RICHLAND	MONTANA
MT0274	DYNNESON 7-29	100.00000	80.66534	0.000000	RICHLAND	MONTANA
MT0275	FEDERAL 12-28	100.00000	81.62747	0.000000	RICHLAND	MONTANA
MT0336	SUNWALL 3-8	100.00000	83.33333	0.000000	RICHLAND	MONTANA
MT0353	BOND 8-8	100.00000	77.90642	0.000000	RICHLAND	MONTANA
MT0354	DYNNESON #1	100.00000	84.37500	0.000000	RICHLAND	MONTANA
MT0355	DYNNESON #A2	100.00000	75.00000	0.000000	RICHLAND	MONTANA
MT0356	DYNNESON 16-7	100.00000	75.00000	0.000000	RICHLAND	MONTANA
MT0357	DYNNESON 5-7	100.00000	84.37500	0.000000	RICHLAND	MONTANA
MT0698	BN 8-23	49.80469	41.67481	0.000000	RICHLAND	MONTANA
MT1070	BAKKEN 31-11	1.29790	1.09071	0.000000	RICHLAND	MONTANA
MT1634	ANDERSON 2-6	0.00000	0.00000	3.750000	RICHLAND	MONTANA
MT1686	DYNNESON 9-4	0.00000	0.00000	1.875000	RICHLAND	MONTANA
MT1901	CANDEE 1-29	100.00000	84.00000	0.000000	RICHLAND	MONTANA
MT2301	DORE 4-19	40.00000	33.81797	0.000000	RICHLAND	MONTANA
MT4038	CENEX SA-30 (SWD)	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT4074	FEDERAL 13-30	90.00000	67.35000	0.000000	RICHLAND	MONTANA
MT4080	FEDERAL 14-32	86.25000	64.66875	0.000000	RICHLAND	MONTANA
MT4091	STATE 8-36	92.26730	80.73389	0.000000	RICHLAND	MONTANA
MT4094	FEDERAL 15-30	86.25000	64.66875	0.000000	RICHLAND	MONTANA
MT4097	UNIT 5-30	78.56499	59.33250	0.000000	RICHLAND	MONTANA
MT4101	DAVID ALBIN #3	37.50000	32.31250	0.000000	RICHLAND	MONTANA
MT4102	ALBIN 1-33	68.14159	58.04843	0.000000	RICHLAND	MONTANA
MT7582	BN VAIRA LEASE	100.00000	78.75000	0.000000	RICHLAND	MONTANA
MT8537	SORENSON 8-17	48.41300	38.53632	0.000000	RICHLAND	MONTANA
MT8573	LARSON 15-21	50.00000	42.50000	0.000000	RICHLAND	MONTANA
MT8575	GARTNER #1	50.00000	39.30839	1.728670	RICHLAND	MONTANA
MT8577	SUNWALL 15-15	50.00000	43.75000	0.000000	RICHLAND	MONTANA
MT8578	SIMARD 15-27	50.00000	42.25000	0.000000	RICHLAND	MONTANA
MT8584	FISCHER 28-24	17.50000	14.96250	0.000000	RICHLAND	MONTANA
MT8585	ANDERSON 9-26	50.00000	42.50000	0.000000	RICHLAND	MONTANA
MT8587	CUNDIFF 8-22R	50.00000	40.69063	0.000000	RICHLAND	MONTANA

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
MT8588	CUNDIFF 3-22 (SWD)	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT8589	SIMARD 6-27	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT8590	STATE 3-16	50.00000	43.75000	0.000000	RICHLAND	MONTANA
MT8599	SIMARD 10-27	23.43750	19.80469	0.000000	RICHLAND	MONTANA
RR0021	PREVOST 1-30 MT	0.00000	0.00000	1.873850	RICHLAND	MONTANA
RR0027	DIGE 3-4 MT	0.00000	0.00000	0.195690	RICHLAND	MONTANA
RR0044	PREVOST 1-19 MT	0.00000	0.00000	2.500000	RICHLAND	MONTANA
RR0029	DYNNESON 16-30 MT	0.00000	0.00000	1.250000	RICHLAND	MONTANA
MT0010	LANDER 1-3	49.95517	40.67873	0.000000	ROOSEVELT	MONTANA
MT0050	LARSEN FARMS 1-2	6.53005	4.34754	0.000000	ROOSEVELT	MONTANA
MT1148	CONS ST 42-20	18.75000	16.40625	0.000000	ROOSEVELT	MONTANA
MT1149	HAGE 44-20	18.75000	16.40625	0.000000	ROOSEVELT	MONTANA
MT1153	CONSOLIDATED (SWD)	18.75000	18.75000	0.000000	ROOSEVELT	MONTANA
MT1201	DETHMAN 1-12-3D	100.00000	84.52381	0.000000	ROOSEVELT	MONTANA
RR0001	N.E. BENRUD MT	0.00000	0.00000	5.000000	ROOSEVELT	MONTANA
MT1556	GROS-PETERSON 1-21	56.25000	47.86459	0.937125	SHERIDAN	MONTANA
MT3044	M. ATOR #2 (SWD)	50.00000	50.00000	0.000000	SHERIDAN	MONTANA
MT3050	BENSON LEASE	50.00000	43.75000	0.000000	SHERIDAN	MONTANA
MT3051	LAND LEASE	50.00000	43.75000	0.000000	SHERIDAN	MONTANA
MT6001	RESERVE OIL GATH	100.00000	100.00000	0.000000	SHERIDAN	MONTANA
MT7267	USA 15-14	100.00000	76.25000	7.500000	SHERIDAN	MONTANA
RR0030	LARSON 34-17 MT	0.00000	0.00000	1.375000	STILLWATER	MONTANA
RR0031	LARSON 12X-17 MT	0.00000	0.00000	4.000000	STILLWATER	MONTANA
NV0510	BACON FLATS FED 23-17	18.75000	14.43574	0.000000	NYE	NEVADA
NV0511	FEDERAL 23-17A	18.75000	14.43574	0.000000	NYE	NEVADA
NV0512	BACON FLAT #1 (SWD)	37.50000	37.50000	0.000000	NYE	NEVADA
NV6401	FEDERAL 5-14	37.50000	30.93750	0.000000	NYE	NEVADA
NV6402	FEDERAL 12-14	39.85724	32.88222	0.000000	NYE	NEVADA
NV6901	TRAP SPRING FED 14-42	40.00000	34.80000	0.000000	NYE	NEVADA
ND0199	BIG STICK UNIT	1.63554	1.41122	0.000000	BILLINGS	NORTH DAKOTA
ND0301	AP FEDERAL 1-22	50.00000	42.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0302	AP FEDERAL 3-1	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0305	AP FEDERAL 15-1	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0308	AP 27-1 (SWD)	30.00000	30.00000	0.000000	BILLINGS	NORTH DAKOTA
ND0311	FEDERAL 22-15	0.00000	0.00000	4.000000	BILLINGS	NORTH DAKOTA
ND0312	FEDERAL 1-26	0.00000	0.00000	5.500000	BILLINGS	NORTH DAKOTA
ND0314	FEDERAL 6-26	0.00000	0.00000	1.500000	BILLINGS	NORTH DAKOTA
ND0315	BUCKHORN GATH SYS	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND0316	FEDERAL 10-23	30.00000	24.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0317	AP FEDERAL 3-4	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0365	AP FEDERAL 2-23	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0751	PATRIOT 1-26H	15.46128	12.00203	0.000000	BILLINGS	NORTH DAKOTA
ND0752	PEGASUS 1-36H	33.00000	25.51645	0.000000	BILLINGS	NORTH DAKOTA
ND0805	GRAHAM 1-12	0.00000	0.00000	7.500000	BILLINGS	NORTH DAKOTA
ND0806	FEDERAL 13-24	0.00000	0.00000	5.500000	BILLINGS	NORTH DAKOTA
ND1000	USA-UVI 3-33 & REDRILL	86.66670	73.48700	0.000000	BILLINGS	NORTH DAKOTA
ND1017	FEDERAL 32-3	50.43300	43.12488	0.000000	BILLINGS	NORTH DAKOTA
ND1018	FEDERAL 16-32	97.43300	84.54238	0.000000	BILLINGS	NORTH DAKOTA
ND1019	USA-UVI 1-33	90.00000	75.52100	0.000000	BILLINGS	NORTH DAKOTA
ND1020	FEDERAL 4-4	100.00000	84.25154	0.168898	BILLINGS	NORTH DAKOTA
ND1026	MERIDIAN FED 34-1	85.00000	66.54969	3.562500	BILLINGS	NORTH DAKOTA
ND1027	MERIDIAN FED 6-1	89.93300	77.37428	0.337500	BILLINGS	NORTH DAKOTA
ND1030	FEDERAL 32-2	97.43300	81.45113	0.531250	BILLINGS	NORTH DAKOTA
ND1031	FEDERAL 2-4	94.86600	81.58476	0.337500	BILLINGS	NORTH DAKOTA
ND1037	FEDERAL 12-10H	0.00000	0.00000	3.000000	BILLINGS	NORTH DAKOTA
ND1042	FEDERAL 14-32	94.86600	81.58476	0.000000	BILLINGS	NORTH DAKOTA
ND1043	FEDERAL 16-31	50.00000	43.75000	0.000000	BILLINGS	NORTH DAKOTA
ND1044	FEDERAL 16-31 (SWD)	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1045	FEDERAL 2-31H (p&a)	96.25000	82.22656	0.000000	BILLINGS	NORTH DAKOTA
ND1046	FEDERAL 7-6	98.43750	84.65625	0.337500	BILLINGS	NORTH DAKOTA

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
ND1046	FEDERAL 9-6	94.86600	81.58476	0.337500	BILLINGS	NORTH DAKOTA
ND1052	ELK/BUCK ROAD MAINT	34.86240	34.86240	0.000000	BILLINGS	NORTH DAKOTA
ND1053	ELKHORN RANCH P/L	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1055	ELKHORN WATER WELL	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1056	FEDERAL 5-9	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1057	FEDERAL 14-9H	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1081	FEDERAL 16-9	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1090	STATE 4-16 (SWD)	50.00000	50.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1091	AP FEDERAL 15-4	25.00000	21.12500	0.000000	BILLINGS	NORTH DAKOTA
ND1093	AP FEDERAL 2-17	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1094	AP FEDERAL 13-4	40.00000	34.40000	0.000000	BILLINGS	NORTH DAKOTA
ND1095	AP FEDERAL 1-9	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1096	AP EVONIUK 1-8	50.00000	43.55469	0.000000	BILLINGS	NORTH DAKOTA
ND1097	AP FEDERAL 1-17	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1199	ELKHORN RANCH N UNIT	3.91235	3.19535	0.000000	BILLINGS	NORTH DAKOTA
ND3561	KOCH FED 13-30	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND4532	FEDERAL 34-4 TWIN	40.00000	33.00000	0.000000	BILLINGS	NORTH DAKOTA
ND6020	HARRIS FED 1-30	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
RR0011	JACOBSEN 33-5 ND	0.00000	0.00000	3.080500	BOWMAN	NORTH DAKOTA
RR0012	JOHNSON 11-9 ND	0.00000	0.00000	2.000000	BOWMAN	NORTH DAKOTA
RR0060	LITTLE MISSOURI RED RIVER UNIT	0.00000	0.00000	2.372370	BOWMAN	NORTH DAKOTA
RR0002	PORTAL ND	0.00000	0.00000	0.683590	BURKE	NORTH DAKOTA
RR0004	WOBURN ND	0.00000	0.00000	0.390630	BURKE	NORTH DAKOTA
RR0007	MCCARTHY #1 ND	0.00000	0.00000	0.390630	BURKE	NORTH DAKOTA
ND2510	MOORE #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2511	VATNE #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2512	HOWARD #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2513	NYGAARD 33-23	80.00000	60.09375	0.000000	DIVIDE	NORTH DAKOTA
ND2522	TOFTE #1 (SWD)	80.00000	80.00000	0.000000	DIVIDE	NORTH DAKOTA
ND0401	BARKLAND 1-18-2A	100.00000	83.33304	0.005000	GOLDEN VALLEY	NORTH DAKOTA
RR0003	PRATT ND	0.00000	0.00000	0.091150	MCHENRY	NORTH DAKOTA
ND8041	KRUSHENSKY	78.71089	67.86291	0.000000	STARK	NORTH DAKOTA
ND8045	POLANCHEK 8-34	78.71089	67.86291	0.000000	STARK	NORTH DAKOTA
ND8099	BELL ZENITH UNIT	17.97599	15.12979	0.009964	STARK	NORTH DAKOTA
ND5302	SUNDSBAK 9-11	100.00000	78.33333	0.000000	WARD	NORTH DAKOTA
ND5303	SUNDSBAK 7-11 (SWD)	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND5304	SUNDSBAK 1-14	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND5305	SUNDSBAK 7-11A	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND1301	TURMOIL 10-4	100.00000	78.45669	0.000000	WILLIAMS	NORTH DAKOTA
RR0050	W BUFF RED RVER SD	0.00000	0.00000	0.021940	HARDING	SOUTH DAKOTA
SD1565	S BUFFALO RED RV	0.15540	0.13273	0.000000	HARDING	SOUTH DAKOTA
SD1567	B-29 SOHIO STATE	9.37500	8.20313	0.000000	HARDING	SOUTH DAKOTA
RR0008	W. WATER UNIT UT	0.00000	0.00000	0.187500	GRAND	UTAH
WY1051	BYRON E-T UNIT	0.89955	0.78710	0.000000	BIG HORN	WYOMING
WY3570	FEDERAL 16-5	100.00000	89.70000	0.000000	BIG HORN	WYOMING
RR0005	FEDERAL 1-27 WY	0.00000	0.00000	2.500000	CAMPBELL	WYOMING
RR0016	SUMMERFLD UNIT WY	0.00000	0.00000	2.343750	CAMPBELL	WYOMING
RR0025	MINN TR. 3 WY	0.00000	0.00000	3.125000	CAMPBELL	WYOMING
RR0053	STATE 36-12,13,14,33 WY	0.00000	0.00000	3.333330	CAMPBELL	WYOMING
WY0530	N BARBER CRK UNIT	100.00000	82.83929	0.000000	CAMPBELL	WYOMING
WY1938	USA KINTZ #1	43.75000	38.28125	0.000000	CAMPBELL	WYOMING
WY2299	FISH MINNELUSA "A" UNIT	10.80258	8.66854	0.091940	CAMPBELL	WYOMING
WY6899	RULE MINN "B" UNIT	51.58380	40.50290	0.000000	CAMPBELL	WYOMING
WY8210	THOMPSON LEASE	16.66667	14.33333	0.000000	CAMPBELL	WYOMING
WY8558	LESUEUR S-2	50.00000	36.43000	0.000000	CAMPBELL	WYOMING
WY8561	LESUEUR LEASE	50.00000	42.25000	0.000000	CAMPBELL	WYOMING
RR0057	HARDY FED 21-22 WY	0.00000	0.00000	2.500000	CONVERSE	WYOMING
WY5516	POWELL FED 9-2	0.00000	0.00000	1.953130	CONVERSE	WYOMING
WY5545	POWELL PR MNT UNT II	2.95480	2.58553	0.000000	CONVERSE	WYOMING
WY5548	SPEARHEAD #18	25.00000	21.87500	0.000000	CONVERSE	WYOMING

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
WY	FEDERAL 3-28	100.00000	86.0000	0.000000	FREMONT	WYOMING
WY7301	FEDERAL 4-28H	100.00000	86.00000	0.000000	FREMONT	WYOMING
WY4000	MURPHY DOME P/L	75.00000	75.00000	0.000000	HOT SPR	WYOMING
WY4081	CORBETT	52.50000	51.29250	0.000000	HOT SPR	WYOMING
WY4083	ROSE	26.25000	22.91625	0.000000	HOT SPR	WYOMING
WY4084	SHAD	52.50000	45.04500	0.072913	HOT SPR	WYOMING
WY7051	SAGE SP CRK "A" UNIT	100.00000	85.00000	0.216150	NATRONA	WYOMING
WY7053	SAGE SP CRK "D" UNIT	100.00000	84.97369	0.019740	NATRONA	WYOMING
WY7054	FEDERAL 13-12 SSC	100.00000	91.40000	0.000000	NATRONA	WYOMING
WY7055	FEDERAL 1-1 (SWD)	100.00000	100.00000	0.000000	NATRONA	WYOMING
WY7150	FEDERAL 3-30 SSC	100.00000	94.60000	0.000000	NATRONA	WYOMING
WY7201	NORTH SAGE SPR CR UNIT	100.00000	81.96797	0.000000	NATRONA	WYOMING
WY2112	FEDERAL 12-3 (GAS)	62.50000	51.87500	0.065088	PARK	WYOMING
WY	BROOKLYN FED UNIT #1	46.00000	84.33222	0.000000	SWEETWATER	WYOMING
WY3205	LINCOLN ROAD 20-22 (GAS)	13.74311	10.77842	0.000000	SWEETWATER	WYOMING
WY3206	LINCOLN ROAD 2-9 (GAS)	5.65965	4.56974	0.000000	SWEETWATER	WYOMING
WY3207	LINCOLN ROAD 10-9 (GAS) Dak	5.65965	4.56974	0.000000	SWEETWATER	WYOMING
WY3208	LINCOLN ROAD #7 (GAS)	5.65965	4 03	0.000000	SWEETWATER	WYOMING
WY3209	LINCOLN ROAD 30-10 (GAS)	5.66006	4.52736	0.000000	SWEETWATER	WYOMING
WY3210	LINCOLN ROAD 2-15A(GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3211	LINCOLN ROAD 3-15 (GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3212	LINCOLN ROAD 1-21 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3213	LINCOLN ROAD 1-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3214	LINCOLN ROAD 2-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3215	LINCOLN ROAD 13-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3218	LINCOLN ROAD 10-22 (GAS)	13.74311	10.77842	0.000000	SWEETWATER	WYOMING
WY3301	FEDERAL 15-15 (GAS)	100.00000	83.75000	0.000000	SWEETWATER	WYOMING
WY8101	SWAN SOUTH 30-2 (GAS)	29.29966	24.97502	0.000000	SWEETWATER	WYOMING
WY8102	HORSESHOE FED 10-12 (GAS)	9.10241	7.32744	0.000000	SWEETWATER	WYOMING
WY4082	HANCOCK	66.66250	62.72940	0.000000	WASHAKIE	WYOMING
WY4085	SHANNON	66.66250	61.92950	1.333000	WASHAKIE	WYOMING

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CENEX Lease No. WY[redacted]
Prospect Name PINEDALE
Lease Date 06/02/1994
Recorded /
Lessor WYOMING 94-00293 STATE OF
Lessee CENEX INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 16: All

CENEX Lease No. WY1629
Prospect Name PINEDALE
Lease Date 06/02/1994
Recorded /
Lessor WYOMING 94-00294 STATE OF
Lessee CENEX INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 36: NW4NE4, S2NE4, NW4, S2

CENEX Lease No. WY1647
Prospect Name PINEDALE
Lease Date 02/01/1995
Recorded /
Lessor USA WYW-135123
Lessee CENEX INC
Tract: 00
Township 32 North-Range 109 West, 6th PM
Section 4: Lots 5-7, 11-14
Section 5: Lot 1
Section 10: W2NE4, W2, SE4
Section 14: W2NW4, SE4NW4, SW4, W2SE4, SE4SE4
Section 15: E2
Section 18: Lots 1-12
Section 19: Lots 1-12

CENEX Lease No. WY1648
Prospect Name NORTH MOXA
Lease Date 02/01/1995
Recorded /
Lessor USA WYW-135131
Lessee CENEX INC
Tract: 00
Township 28 North-Range 110 West, 6th PM
Section 1: Lots 1-4, S2
Section 12: SE4
Section 13: E2
Section 24: All
Section 25: N2

CENEX Lease No. WY1649
Prospect Name PINEDALE
Lease Date 10/03/1994
Recorded 100/576
Lessor PAUL C HAGENSTEIN AND BETTE ANN HAGENSTEIN
Lessee DUAL RESOURCES INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 14: W2SE4, E2SW4
Section 22: NE4
Section 23: N2, and that part of the E2SE4 more particularly described as follows:
Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89 degrees 59 minutes West 660.00 feet along the south line of said Section 23 to a point; thence North 36 degrees [illegible] minutes West 1113.10 feet to a point on the west line of the said E2SE4; thence North 0 degrees 4 minutes East, 1765.00 feet along the said west line to the northwest corner of the said E2SE4; thence South 89 degrees 59 minutes East, 1318.70 feet along the north line of the said E2SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 0 degress 6 minutes West, 2663.70 feet along the east line

of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;
Section 24: SW4

CENEX Lease No.	WY1650
Prospect Name	PINEDALE
Lease Date	08/04/1994
Recorded	99O&G/404
Lessor	STEELE RANCHES PARTNERSHIP
Lessee	DUAL RESOURCES INC
Tract: 00	Township 34 North-Range 109 West, 6th PM Section 30: Lots 2(33.76), 3(33.88), SW4NE4, SE4NW4 Township 34 North-Range 110 West, 6th PM Section 25: NE4NE4, S2NE4, S2NW4, W2SE4, NE4SE4

CENEX Lease No.	WY1651
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/579
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 27: NE4, E2NW4, NW4NW4, N2SE4

CENEX Lease No.	WY1652
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/583
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 22: S2

CENEX Lease No.	WY1653
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/587
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 26: SW4 Section 35: N2NW4, NE4, SE4NW4

CENEX Lease No.	WY1654
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/591
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 25: SW4, W2SE4 Section 26: E2SE4, SW4SE4 being 334.66 acres more or less, less and except the following tracts: Tract 2: That part of the NW4SE4 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres; Tract 3: A tract of land located in Sublette County, State of Wyoming in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows: Beginning at a point which is South 86 degrees 18 minutes

[redacted] [redacted]

46 s[redacted]st, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26; thence North 89 degrees 4 minutes 45 seconds East, a distance of 1084.58 feet; thence South 57 degrees 20 minutes East, a distance of 1273.81 feet; thence South 32 degrees 40 minutes West, a distance of 600 feet; thence North 57 degrees 20 minutes West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less.

CENEX Lease No. WY1655
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/595
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00

Township 33 North-Range 109 West, 6th PM
Section 15: SW4
Section 21: E2NE4
Section 22: NW4

CENEX Lease No. WY1656
Prospect Name PINEDALE
Lease Date 08/04/1994
Recorded 99O&G/408
Lessor FRED E SHRIVER AND ERMA D SHRIVER ET AL
Lessee DUAL RESOURCES INC
Tract: 00

Township 34 North-Range 109 West, 6th PM
Section 29: SW4NW4, SW4 EXCEPTING THEREFROM those parcels conveyed as follows:
Forrest Gordon Cramer and Lelia Jean Cramer, husband and wife, by instrument recorded in Book 12 of Deeds, page 439;
Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick husband and wife, by instrument recorded in Book 13 of Deeds, page 519;
Kenneth K. Rowe and Elmira A. Rowe, husband and wife, by instrument recorded in Book 12 of Deeds, page 553;
Charles O. Fuller and Alice Fay Fuller, husband and wife, by instrument recorded in Book 13 of Deeds, page 83;
Rulon G. McRae and Nancy D. McRae, husband and wife, by instrument recorded in Book 13 of Deeds, page 445.

Township 34 North-Range 109 West, 6th PM
Section 30: Lot 1(38.63), SE4NE4, E2SE4, South 18 acres of the NE4NE4 and that portion of the SW4SE4 and the NE4 of Section 31, more particularly described as follows:
Beginning at the corner common to Sections 29, 30, 31 and 32, Township 34 North, Range 109 West, and proceeding thence southerly along the East boundary line of Section 31 a distance of 1580 feet, more or less, to a fence corner; thence proceeding along the fence N 38 degrees 16 minutes W, 344 feet thence N 20 degrees 42 minutes West, 501 feet; thence S 73 degrees 55 minutes W, 297 feet; thence N 23 degrees 35 minutes W, 506 feet; thence N 44 degrees 3 minutes W, 297 feet; thence N 12 degrees 0 minutes W, 852 feet, more or less, to the north line of the SW4SE4 of Section 30, Township 34 North, Range 109 West; thence proceeding Easterly along said north line of the SW4SE4 of Section 30 a distance of 686 feet, more or less, to the Northeast corner of the SW4SE4 of Section 30; thence porceeding Southerly along the East line of the SW4SE4 a distance of 1320 feet, more or less, to the Southeast corner of the SW4SE4 of Section 30; thence proceeding Easterly along the North line of the NE4 of Section 31, Township 34 North, Range 109 West, a distance of 1320 feet, more or less, to the point of beginning.

Township 34 North-Range 109 West, 6th PM
Section 32: NW4NW4

Township 34 North-Range 110 West, 6th PM
Section 24: SE4
Section 25: NW4NE4

Tract: 01

Townwship 34 North-Range 109 West, 6th PM
Section 21: SW4, W2SE4
Section 28: NW4NW4, S2NW4, NE4SW4

CENEX Lease No. WY1657
Prospect Name PINEDALE
Lease Date 01/23/1995
Recorded 101/187
Lessor DAVID D MAYTAG AND BETTY A MAYTAG
Lessee DUAL RESOURCES INC
Tract: 00

Township 33 North-Range 109 West, 6th PM
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 degrees 5 minutes 1 second W, 894.53 feet, to a point; thence N 86 degrees 25 minutes 2 seconds W, 296.74 feet, to a point; thence S 3 degrees 23 minutes 4 seconds W, 754.04 feet, to a point; thence continuing S 3 degrees 23 minutes 4 seconds W, 225.77 feet, to a point; thence S 28 degrees 50 minutes E, 676.50 feet, to a point; thence S 25 degrees 32 minutes 3 seconds E, 257.64 feet, to a point, thence S 58 degrees 56 minutes 4 seconds E, 84.72 feet, to a point; thence S 51 degrees 46 minutes E, 215.47 feet, to a point; thence 27 degrees 48 minutes 8 seconds E, 298.12 feet to a point; thence S 2 degrees 27 minutes 4 seconds W, 464 feet, to a point; thence S 39 degrees 2 minutes 5 seconds E, 363.04 feet, to a point near the left bank of the New Fork River; thence S 3 degrees 18 minutes 2 seconds E, 37.26 feet to a point on the south line of the N2 of Section 15.

Section 15: W2E2 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 degrees 40 minutes 2 seconds E, a distance of 1338.77 feet; thence from said point of beginning S 13 minutes 3 seconds E, along the East boundary of said NW4NE4, 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 2 degrees 33 minutes 10 seconds 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 NW4NE4 thence N 89 degrees 40 minutes 2 seconds E, along said North boundary , a distance of 25.57 feet to the point of beginning.

CENEX Lease No. WY1672
Prospect Name NORTH MOXA
Lease Date 07/01/1995
Recorded /
Lessor USA WYW-136819
Lessee PLAINS PETROLEUM OPERATING COMPANY
Tract: 00

Township 28 North-Range 109 West, 6th PM
Section 23: All

CENEX Lease No. WY1673
Prospect Name NORTH MOXA
Lease Date 06/02/1991
Recorded /
Lessor WYOMING 91-00609 STATE OF
Lessee
Tract: 00

Township 27 North-Range 109 West, 6th PM
Section 16: All

SENIOR

254634

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Milbank, Tweed, Hadley & McCloy
1 Chase Manhattan Plaza
New York, New York 10005
Attention: Eric K. Moser

RECORDED Nov 3 1995 2:35PM
IN BOOK 102+104 PAGE 371
FEES 110.00
SUBLETTE COUNTY CLERK
By Tracey L Noover

DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING

THIS DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING (this "Instrument"), dated October 31, 1995 at 7:00 a.m., Mountain Time (the "Effective Date"), is given by BIG WEST OIL & GAS INC., a Utah corporation (the "Mortgagor"), with an address at 50 West 990 South, Brigham City, Utah 84302 to:

1. THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), with an address at One Chase Manhattan Plaza, New York, New York 10081, as agent for each bank referred to below (in such capacity, the "Administrative Agent") (the Administrative Agent, together with its successors in such capacity, is hereinafter referred to as the "Secured Party"), as to any and all portions of the Collateral (as hereinafter defined) EXCEPT those portions of the Collateral which (i) are located in the States of California, Colorado, Illinois, Montana, Nebraska, Nevada and Utah (collectively, the "Subject States") and (ii) constitute interests in or to real property under the law of the Subject States (the "DT Collateral"); and

2. Chicago Title Insurance Company, a Missouri corporation (in such capacity, together with its successors in such capacity, the "Trustee"), but only as to the DT Collateral located in the States of Montana, Nevada and Utah.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE SECURED PARTY TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

Mortgage

Mod. + Confirmation of Deed of Trust BK 67 Mtg Pg. 539 3/19/97
371

TO COMPLY WITH THE REQUIREMENTS OF THE UNIFORM COMMERCIAL CODE IN SEVERAL STATES, (A) THE NAMES OF THE MORTGAGOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE MORTGAGOR AND OTHER RELEVANT INFORMATION ARE SET FORTH IN THE INTRODUCTORY PARAGRAPHS HEREOF AND SECTION 8.06 HEREOF AND (B) A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL IS SET FORTH IN RECITAL 3 HEREOF.

PORTIONS OF THE COLLATERAL ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES, IT BEING CONTEMPLATED THAT THE MORTGAGOR MAY HEREAFTER BECOME INDEBTED TO THE SECURED PARTY IN FURTHER SUM OR SUMS.

PURSUANT TO THE PROVISIONS OF SECTION 8.13 HEREOF, THOSE PORTIONS OF THE COLLATERAL WHICH ARE HYDROCARBONS 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 LAND DESCRIBED OR REFERENCED TO IN EXHIBIT A ATTACHED HERETO WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

THE AMOUNT INVOLVED IS $200 OR MORE.

THE SECURED PARTY IS NOT A SELLER OR PURCHASE MONEY LENDER.

RECITALS

1. Pursuant to the terms of the Credit Agreement dated as of October 31, 1995 among the Mortgagor, certain banks (collectively, the "Banks") and the Secured Party (as amended, supplemented and otherwise modified and in effect from time to time, the "Credit Agreement"), the Banks have agreed to make loans from time to time under a revolving credit facility to Mortgagor the aggregate principal or stated amount of which shall not exceed $22,000,000.00 at any one time, bearing interest at the rates specified in Schedule I hereto, and issue or acquire

participation interests in letters of credit for account of the Mortgagor the aggregate amount of the liabilities of the Banks under which shall not exceed $25,000,000 at any one time.

2. The Secured Party, for the benefit of itself and the Banks, is intended to have the benefit of the security provided hereby and of the proceeds hereinafter assigned. The Secured Party is to act hereunder for the benefit of itself and the Banks and the Trustee is to act hereunder for the benefit of the Secured Party in accordance with the terms of this Instrument.

3. The following are hereinafter collectively referred to as the "Collateral":

A. all rights, titles and interests of the Mortgagor in and to (i) as to properties described in Exhibit A attached hereto and incorporated herein by this reference located within the Subject States, the lands more particularly described in Exhibit A, including without limitation all rights, titles and interests of the Mortgagor in and to all oil and gas leases, oil, gas and mineral leases, and other mineral properties and interests therein, insofar but only insofar as they cover or pertain to the lands located within the Subject States described in Exhibit A; (ii) as to properties described in Exhibit A located in any other state, the oil and gas leases, oil, gas and mineral leases, and other mineral properties and interests more particularly described in Exhibit A hereto and the lands covered thereby (the lands described in clauses (i) and (ii) above are hereinafter referred to as the "Lands" and the oil and gas leases, oil, gas and mineral leases, other mineral properties and interests described in clauses (i) and (ii) above, whether or not more particularly described in Exhibit A, are hereinafter referred to as the "Leases"); and (iii) the wells and well units more particularly described in Exhibit A (the "Wells" and "Well Units"), which rights, titles and interests, at a minimum, constitute, or entitle the Mortgagor to, the undivided "Wells/Unit" interests specified in Exhibit A with respect to such Properties, but excepting the rights, titles and interests of the Mortgagor expressly excluded in Exhibit A hereto;

B. without limitation of the foregoing, all other right, title and interest of the Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to the Leases and Lands, even though such Leases or Lands may be incorrectly

described in, or omitted from, Exhibit A hereto, but excepting the rights, titles and interests of the Mortgagor expressly excluded in Exhibit A hereto;

C. all rights, titles, interests and estates now owned or hereafter acquired (by operation of law or otherwise) by the Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Leases or Lands; (ii) all presently existing or future unitization, communitization, pooling agreements, orders and/or declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, state or other governmental body or agency having jurisdiction and so called "working interest units" created under operating agreements, surface use agreements, support agreements or otherwise) which may affect all or any portion of the Leases or Lands including, without limitation, those units which may be described or referred to in Exhibit A hereto; and (iii) all operating agreements, farmout agreements, farmin agreements, development agreements, participation agreements, area of mutual interest agreements, equipment leases, purchase agreements, sale agreements, option agreements and other agreements which cover, affect or otherwise relate to any of the Leases or Lands or interests in the Leases or Lands described or referred to herein or in Exhibit A hereto or to the production, sale, purchase, exchange, processing, handling, storing, transporting or marketing of the Hydrocarbons (as defined in Section 6.02 hereof) produced from or attributable to such Leases or Lands or interests therein;

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

E. all of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to the Lands, Leases, Wells, Well Units, rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Lands, Leases, Wells, Well Units, rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Encumbrances (as defined in Section 2.02 hereof)

to which any of the Lands, Leases, Wells, Well Units, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Leases, Well Units, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by the Mortgagor in and to such Lands, Leases, Wells, Well Units, rights, titles, interests and estates;

F. all tenements, hereditaments, appurtenances and properties in any way appertaining, belonging, affixed or incidental to the Lands, Leases, rights, titles, interests and estates described or referred to in paragraphs A, B, C, D and E above, which are now owned or which may hereafter be acquired (by operation of law or otherwise) by the Mortgagor, including, without limitation, any and all property, real or personal, equipment, improvements, fixtures and other property now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of the Leases, Lands or lands pooled or unitized therewith, including, without limitation, any and all of the Mortgagor's rights, titles and interests in oil wells, gas wells, injection wells or other wells other than the Wells and Well Units described in Exhibit A hereto, well equipment, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering lines, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, power, telephone and telegraph lines, surface leases, rights-of-way, easements, servitudes and other surface rights situated upon, used, held for use or useful in connection with the operation and development of the Leases, Lands and lands pooled or unitized therewith, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties (the foregoing rights, interests and properties described in paragraphs A, B, C, D, E and this paragraph F above, and all rights, estates, powers and privileges appurtenant thereto are referred to herein collectively as the "Mortgaged Properties" and, individually, as a "Mortgaged Property"); and

G. all rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all Hydrocarbons in and under and which may be produced from or attributable to the Leases, Lands or lands pooled or unitized therewith, including, without limitation, all oil in tanks and all rents, issues, profits, proceeds (including without limitation, any prepayment for production not taken or payments in lieu of production), products, revenues and other income from or attributable to the Leases, Lands and the lands pooled or unitized therewith which are subjected or required to be subjected to the liens and security interests of this Instrument; and further including, without limitation, any and all liens and security interests in the Hydrocarbons securing payment of proceeds from the sale of Hydrocarbons.

To secure the performance of the Obligations (as hereinafter defined) and for and in consideration of the Loans made, and the Letters of Credit issued, pursuant to the Credit Agreement, the Mortgagor hereby:

A. GRANTS, BARGAINS, SELLS, ASSIGNS TRANSFERS, PLEDGES, MORTGAGES, WARRANTS and CONVEYS, and grants a security interest in, the Collateral other than the DT Collateral to the Secured Party WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit and security of the Secured Party, subject to the rights of the Secured Party under the assignment made in paragraph D below;

B. GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS and CONVEYS the DT Collateral to the Trustee, IN TRUST, WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit of the Secured Party, subject to the rights of the Secured Party under the assignment made in paragraph D below; and

C. without limiting the grant in paragraph A above, grants to the Secured Party a security interest in those portions of the Collateral which (i) are located in the Subject States and (ii) do not constitute DT Collateral, subject to the rights of the Secured Party under the assignment made in paragraph D below;

TO HAVE AND TO HOLD the Collateral other than the DT Collateral unto the Secured Party, its successors and assigns, forever, and TO HAVE AND TO HOLD the DT Collateral unto the Trustee, its successors and assigns, forever, in trust, subject to all of the terms, conditions, covenants

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and agreements herein set forth, for the security and benefit of the Secured Party and its successors and assigns as holders of the Obligations (as hereinafter defined); and

D. UNCONDITIONALLY AND ABSOLUTELY ASSIGNS, CONVEYS, TRANSFERS and SETS OVER to the Secured Party any and all of the Mortgagor's rights in respect of the Hydrocarbons, including, without limitation, all severed and extracted Hydrocarbons and other minerals produced from or attributable to the Mortgaged Property, including, without limitation, all of the proceeds thereof.

AND, in furtherance thereof, the Mortgagor warrants, represents, covenants and agrees as follows:

ARTICLE I

Obligations Secured

Section 1.01 Obligations. This Instrument is executed, acknowledged and delivered by the Mortgagor to secure and enforce the following obligations (herein collectively called the "Obligations"):

A. Payment in full when due (whether at stated maturity, by acceleration or otherwise) of the principal of and interest on the Loans made by the Banks and evidenced by the Notes held by the Banks and all other amounts (including, without limitation, Reimbursement Obligations) from time to time owing to, and obligations to be performed in favor of, the Secured Party and the Banks by the Mortgagor under the Credit Agreement, the Notes and under any of the other Basic Documents (any reborrowings, future advances, readvances, modifications, extensions, substitutions, exchanges and renewals shall enjoy the same priority as the initial advances evidenced by the Notes);

B. Payment of all sums advanced and costs and expenses (including, without limitation, all legal and engineering fees) incurred by the Secured Party (whether directly or indirectly on behalf of itself and any of the Banks) in connection with the Obligations or any part thereof, any reborrowing, future advance, readvance, modification, extension, substitution, exchange and renewal of the Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made or incurred at the request of the Mortgagor or the Secured Party; and

C. Payment of all other indebtedness and liabilities and performance of all other obligations of the Mortgagor to the Secured Party or the Trustee arising pursuant to this Instrument or in connection herewith, including without limitation all sums advanced by the Secured Party or the Trustee to protect the Collateral, each of which Obligation (unless otherwise specified in the writing creating such Obligation) shall be due and payable five days after demand for payment is made upon the Mortgagor by the Secured Party and shall bear interest at the Post-Default Rate.

ARTICLE II

Warranties, Representations and Covenants

The Mortgagor hereby represents, warrants and covenants as follows:

Section 2.01 Performance of Obligations. The Mortgagor shall pay when due the principal of and the interest on the Obligations as the same shall become due and payable in accordance with the terms hereof and the Credit Agreement.

Section 2.02 Warranty of Title.

(a) The Mortgaged Properties described in Exhibit A zconstitute, and it is the intent of the Mortgagor that the Mortgaged Properties consist only of, all of the oil and gas interests and other mineral properties of the Mortgagor as of the date hereof that contain or constitute Proved Reserves, as such term is defined in the "Estimated Future Reserves and Income Attributable to Certain Leasehold Interests" dated as of June 1, 1995 prepared by Ryder Scott Company for FJOG (the "Reserve Report"). The Mortgagor has good and marketable title in and to the Collateral so as to entitle Mortgagor to the undivided interests specified as fractional, percentage or decimal interests in Exhibit A hereto. Any fractional, percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interests in the Collateral are solely for the purposes of the representations and warranties set forth herein and shall in no manner limit the quantum of the interests of the Mortgagor in the Collateral pledged by the Mortgagor hereunder. All Leases are valid, subsisting and in full force and effect, none of such Leases is in default and no event has occurred and is continuing, and no condition exists that, after notice or the passage of time or both could become a default under any such Lease.

(b) The Collateral is free and clear of (i) all Liens and (ii) except as otherwise disclosed to Administrative Agent in writing prior to the date hereof, any and all preferential purchase rights or other rights, restrictions or limitations of any nature or kind (herein collectively called "Encumbrances"), other than (A) Permitted Liens described in Section 8.06 of the Credit Agreement, (B) the Liens in favor of the Trustee and the Secured Party created or provided herein and (C) any other Liens or Encumbrances that would not, either individually or in the aggregate, reduce the value or impair the marketability of the Mortgaged Properties or interfere with the use or operation of the Mortgaged Properties in the ordinary course of business of the Mortgagor.

(c) Except as set forth in Exhibit A, none of the existing Encumbrances include "take or pay", "gas balancing" or other comparable obligations in accordance with which Hydrocarbons have heretofore been or may hereafter be produced and delivered from the Mortgaged Property without the Mortgagor then or thereafter having the right to receive full payment therefor, except as otherwise disclosed by any contractual or other arrangements whereby payment for production from such Mortgaged Property is to be deferred for a substantial period after the month in which such production is delivered (i.e., in the case of oil, not in excess of 60 days, and in the case of gas, not in excess of 90 days), other than any suspension of payments that is customary in the industry. No Mortgaged Property is subject to any contractual or other arrangement for the sale of crude oil that (i) provides for the sale of crude oil at a price that does not adjust from time to time at reasonable intervals to reflect currently prevailing crude oil prices in the market in which crude oil severed from such Mortgaged Property is sold and (ii) cannot be canceled upon 90 days (or less) notice. No Mortgaged Property is subject to a gas sales contract that contains terms which are not customary in the industry, which terms either individually or in the aggregate, reduce the value or impair the marketability of the Mortgaged Properties or the gas produced therefrom. No Mortgaged Property is subject to any contractual or other arrangement for the sale of oil or gas to any affiliate of Mortgagor except for sales to Big West Oil Company, a Delaware corporation, which sales contracts or arrangements are described on Exhibit A, hereto and are and shall continue to be made on no less favorable terms than those Mortgagor can obtain from unaffiliated third parties. No

Mortgaged Property is subject at the present time to any regulatory refund obligation and, to the best of the Mortgagor's knowledge, no facts exist which might cause the same to be imposed.

(d) Except as set forth on Exhibit A, no Lien or Encumbrance on the Mortgaged Properties would cause the Mortgagor's (i) share of production from the Wells or Well Units described in Exhibit A to be less than the net revenue interest ("NRI") (expressed as a fraction, percentage or decimal) set forth in Exhibit A in connection with said Wells or Well Units or (ii) share of expenses of development, production and operation with respect to said Well or Well Units to be more than the working interest ("WI") (expressed as a fraction, percentage or decimal) set forth in Exhibit A in connection with said Wells or Well Units (unless there is also a proportionate increase in NRI).

Section 2.03 Power to Create Lien and Security Interest. The Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage, and convey a security interest in all of the Collateral in the manner and form herein provided. Mortgagor represents and warrants that no material approvals, consents or authorizations of, or filings or registrations with, any governmental commission, bureau or other regulatory authority or agency are required of Mortgagor with respect to the execution, delivery and performance of this Instrument, except that the transfer of that portion of the Collateral arising out of an oil and gas lease issued by: (i) the Bureau of Land Management; (ii) the Bureau of Indian Affairs on behalf of the Ute Indian Tribe and the Ute Distribution Corporation; and (iii) the Utah Division of State Lands and Forestry is still subject to an approval by such agency. Mortgagor knows of no reason why such approval would not be granted, but such approvals must be obtained after the transfer of interests in such lease and are granted in the ordinary course. Mortgagor covenants that it will use its best efforts to obtain such approval promptly.

Section 2.04 Defense of Title to Collateral. The Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other persons whomsoever and will maintain and preserve the Lien created hereby so long as any of the Obligations secured hereby remain unpaid. If the title, interest or Lien, as the case may be, of the Mortgagor or the Secured Party to the Collateral (or the Trustee to the DT Collateral) or any part thereof, or the security of this Instrument, or the rights or powers of the Secured Party or the Trustee hereunder, shall be attacked, either directly or

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indirectly, or if any legal proceedings are commenced involving the Mortgagor or its properties, the Mortgagor shall promptly give written notice thereof to the Secured Party (and the Trustee, if the Collateral is DT Collateral) and at the Mortgagor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys reasonably acceptable to the Secured Party; and the Secured Party and the Trustee may take such independent action in connection therewith as either of them may in their respective discretion deem advisable, and all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by the Secured Party and by the Trustee in connection therewith shall be a part of the Obligations described in Section 1.01.C. above. Such obligation shall be payable on demand and shall bear interest from the date of demand therefor until paid at a per annum rate of interest equal to the Post-Default Rate, but in no event to exceed the maximum nonusurious rate allowed by applicable law.

Section 2.05 First Lien. This Instrument is, and the Mortgagor will ensure this Instrument is kept as, a direct and first Lien and security interest upon the Collateral and the Mortgagor will not create, incur, assume or suffer to be created or permit to exist any other Lien upon the Collateral or any part thereof or upon the rents, issues, revenues, profits and other income therefrom except for Liens permitted under Section 8.06 of the Credit Agreement.

Section 2.06 Identify; Chief Office. The Mortgagor will not change the location of its chief executive office, its principal place of business or the place where it keeps its books and records concerning the Collateral (including, particularly, the proceeds from the sale of Hydrocarbons) without notifying the Secured Party or the Trustee of such change in writing at least 30 days prior to the effective date of such change.

Section 2.07 Further Assurances; Recordation. The Mortgagor shall promptly and, insofar as not contrary to applicable law, at Mortgagor's own expense, file and refile, or cause to be filed or refiled, in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including, without limitation, applicable financing statements, as may be necessary to create, perfect, maintain and preserve the Lien intended to be created hereby and the rights and remedies of the Secured Party and of the Trustee hereunder, and shall promptly furnish to the Secured Party evidence satisfactory to the Secured Party of all such filings and refilings and otherwise shall do or cause to be done all things necessary or expedient to be done to effectively

create, perfect, maintain and preserve the Lien intended to be created hereby as a first Lien on the real property and as a first and prior security interest in the personal property which constitute the Collateral and to create, perfect, maintain and preserve the assignments made in paragraph D of the granting clause of this Instrument. The Mortgagor shall execute, acknowledge and deliver to the Secured Party such other and further instruments and do such other acts as in the reasonable opinion of the Secured Party may be necessary or desirable to more fully identify and subject to the Lien and assignment created hereby, any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of the Secured Party and at the Mortgagor's expense.

Section 2.08 Maintenance and Operations. The Mortgagor will promptly pay and discharge or cause to be paid and discharged all rentals, delay rentals, royalties and indebtedness accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the assignments, deeds, Leases, sub-leases, contracts and agreements described or referred to herein or affecting the Mortgagor's interests in the Collateral, and will do or cause to be done all other things necessary to keep unimpaired the Mortgagor's rights with respect thereto and prevent any intentional forfeiture thereof or default with respect thereof other than a default which might occur as a result of cessation of production thereunder. The Mortgaged Property (and properties unitized therewith) have been, to the extent the same could adversely affect the ownership or operations of the Collateral after the Effective Date, maintained, operated and developed in full repair, working order and efficiency; specifically in this connection, (i) no Mortgaged Property is subject to having allowable production after the Effective Date reduced below the full and regular allowable (including, without limitation, the maximum permissible tolerance) because of any over production (whether or not the same was permissible at the time) prior to the Effective Date and (ii) none of the wells located on the Mortgaged Property (or properties unitized therewith) are deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, the Mortgaged Property (or, in the case of wells located on properties pooled or unitized therewith, such pooled or unitized properties). The Mortgagor will operate the Mortgaged Property in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all applicable spacings proration and conservation laws of

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the jurisdiction in which the Mortgaged Property is situated, and all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the development and operation of the Mortgaged Property and the production and sale of Hydrocarbons and other minerals produced therefrom. The Mortgagor will do or cause to be done, or shall participate in, such development work as may be reasonably necessary to the prudent and economical operation of the Mortgaged Property in accordance with the approved practices of prudent operators in the industry, including, without limitation, all to be done that may be appropriate to protect from diminution the productive capacity of the Mortgaged Property and each producing well thereon. Upon the request of either the Secured Party or the Trustee, the Mortgagor will (a) permit the Secured Party or the Trustee, as the case may be, and its respective designated representatives to enter upon any part of the Mortgaged Property under the control of the Mortgagor, and (b) cause the operator of any part of the Mortgaged Property not under the control of the Mortgagor to permit the Secured Party or Trustee, as the case may be, and its designated representatives to enter upon the same (to the extent and subject to the conditions under which the Mortgagor may so enter), for the purposes of inspecting the condition and operation thereof.

Section 2.09 Abandonment; Sales or Dispositions.

(a) Notwithstanding anything contained herein to the contrary, the Mortgagor shall not abandon or permit to be abandoned all or any portion of the Mortgaged Properties, except to the extent that the production and sale of Hydrocarbons therefrom, under then current market conditions and using production techniques then customary in the oil and gas industry for wells of such type, have ceased to be producing in paying quantities.

(b) The Mortgagor will not sell, lease, assign, transfer or otherwise dispose of any part of the Mortgaged Property except as permitted by the Credit Agreement or this Mortgage. The Mortgagor will not sell, lease, assign, transfer or otherwise dispose of, or create, incur, assume or suffer to exist any Lien upon, the Mortgagor's interest in any Hydrocarbon transmission lines and any gas processing plants not constituting Mortgaged Property used, necessary or intended to be used in connection with the production or marketing of any Hydrocarbons from the Mortgaged property or lands pooled or unitized therewith, except Liens which would be Permitted Liens if such transmission lines or gas processing plants were Mortgaged Property and dispositions or Liens which do not impair the

deliverability of an Hydrocarbons utilizing such transmission lines or gas processing plants.

Section 2.10 Maintenance of Insurance. The Mortgagor shall purchase and maintain in full force and effect policies of insurance in such form and amounts covering such risks, and issued by such companies, in each case in the manner and to the extent required pursuant to Section 8.04 of the Credit Agreement. The Secured Party or the Trustee shall have the right to collect, and the Mortgagor hereby assigns to the Secured Party or the Trustee, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Mortgaged Property, and the Secured Party or the Trustee may apply all or any part of the sums so collected, as the Secured Party or the Trustee elects, toward payment of the Obligations, whether or not such Obligation is then due and payable, in such manner as the Secured Party or the Trustee may elect.

Section 2.11 Reporting. In addition to the reporting requirements of Section 8.01 of the Credit Agreement, the Mortgagor will, upon request of either the Secured Party on behalf of any Bank or the Trustee, furnish or cause to be furnished to the Secured Party or the Trustee, as the case may be, reports prepared by or for the Mortgagor concerning the expediency of any change in methods of treatment or operation of all or any well included in the Mortgaged Property; any new drilling or development; any abandonment or proposed abandonment of any well; any plugging of any well or reopening of same at a different level and any method of repressuring in the field or any other action with respect to the Mortgaged Property.

Section 2.12 Expenses; Indemnification. The Mortgagor will promptly upon demand by the Secured Party pay all reasonable costs and expenses heretofore or hereafter incurred by the Secured Party for legal, engineering, geological or accounting services rendered to the Banks in connection with the enforcement of any of the rights hereunder. The Mortgagor will indemnify the Secured Party and the Trustee and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by any of them arising out of or by reason of any investigation or litigation or proceeding (including any threatened investigation or litigation or other proceeding) on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Collateral through any cause whatsoever or asserted against them on account of any act performed or omitted

to be performed hereunder or on account of any transaction arising out of or in any way connected with the Collateral or with this Instrument (but excluding any such losses, liabilities, claims, damages, or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified). Any amount to be paid hereunder by the Mortgagor shall be a demand obligation owing by the Mortgagor and shall bear interest from the date such obligation is due until such obligation is paid, at a per annum rate of interest equal to the Post-Default Rate.

Section 2.13 Non-Operated Interests. All or portions of the Collateral may be comprised of interests in the Leases or Lands or lands pooled or unitized therewith which are other than working interests or which may be operated by a party or parties other than the Mortgagor and with respect to all such portions of the Collateral, the Mortgagor's covenants as expressed in this Article II are modified to require that the Mortgagor use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Leases, Lands or properties.

Section 2.14 Failure to Perform. The Mortgagor agrees that if the Mortgagor fails to perform any act or to take any action which the Mortgagor is required to perform or take hereunder or pay any money which the Mortgagor is required to pay hereunder, each of the Secured Party and the Trustee in the Mortgagor's name or its or their own name may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by the Mortgagor to the Secured Party or the Trustee, as the case may be, and each of the Secured Party and the Trustee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to each of the Secured Party and the Trustee pursuant to this Instrument shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to such Person until paid at the Post-Default Rate, and all such amounts together with such interest thereon shall be a part of the Obligations described in Section 1.01.C. hereof.

Section 2.15 Compliance with Environmental Laws. The Mortgagor will not cause or permit the Collateral to be in violation of, or do anything or permit anything to be done which will subject the Collateral to, any remedial obligations under any Environmental Law. The Mortgagor will not use the Collateral in a manner which will result in (i) the disposal or other

release of any solid waste or hazardous substance on or to the Collateral, (ii) a release of a hazardous substance on or to the Collateral in a quantity equal to or exceeding that quantity which requires reporting pursuant to Section 103 of CERCLA, or (iii) the release of any hazardous substance on or to the Collateral so as to pose an imminent and substantial endangerment to public health or welfare or the environment and covenants and agrees to keep or cause the Collateral to be kept free of any hazardous waste or contaminants and to remove the same (or if removal is prohibited by law, to take whatever action is permitted by law), promptly upon discovery and at its sole expense. In the event the Mortgagor fails to do so, after notice to the Mortgagor, the Secured Party upon the request of the Majority Banks may either declare an Event of Default under this Instrument and exercise any and all remedies hereunder or cause the Collateral to be freed from the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is permitted by law), and the cost of the removal or such other action shall be a demand obligation owing by the Mortgagor to the Secured Party (or the Trustee) pursuant to this Instrument and shall bear interest at the Post-Default Rate. The Mortgagor grants to the Secured Party and the Trustee and its agents and employees access to the Collateral and the license to remove the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is required by law) and agrees to indemnify and save the Secured Party and the Trustee harmless from all costs and expense involved and from all claims (including, without limitation, consequential damages) asserted or proven against the same by any party in connection therewith. From time to time, but not more frequently than once during any period of twelve calendar months unless at the time a Default shall have occurred and be continuing, upon the reasonable request of the Secured Party, the Mortgagor will provide at the Mortgagor's sole expense an inspection or audit of the Collateral from an engineering or consulting firm selected by the Mortgagor and approved by the Administrative Agent, which approval shall not be unreasonably withheld, indicating the presence or absence of such substances on the Collateral. If the Mortgagor fails to provide same after 10 days' notice, the Secured Party may order same, and the Mortgagor grants to the Secured Party and its employees and agents access to the Collateral and a license to undertake the testing. The cost of such tests shall be a demand obligation owing by the Mortgagor to the Secured Party pursuant to this Instrument and shall bear interest at the Post-Default Rate.

Section 2.16 Environmental Indemnity. The Mortgagor agrees to indemnify the Secured Party and the Trustee and their respective shareholders, directors, officers, employees and

agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees and court costs), asserted against or incurred by any of the Secured Party and the Trustee at any time and from time by reason of or arising out of (a) the breach of any representation or warranty of the Mortgagor set forth in Section 7.14 of the Credit Agreement, (b) the failure of the Mortgagor to perform any obligation herein required to be performed by the Mortgagor regarding Environmental Laws, (c) any violation on or before the Release Date (as hereinafter defined) of any Environmental Law in effect on or before the Release Date, and (d) any act, omission, event or circumstance existing or occurring on or prior to the Release Date (including, without limitation, the presence on the Collateral or release from the Collateral of hazardous substances or solid wastes disposed of or otherwise released on or prior to the Release Date), resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any Environmental Law at the time of its existence or occurrence. The foregoing indemnity shall not apply with respect to matters solely caused by or arising out of the gross negligence or willful misconduct of any of the Secured Parties and the Trustee. As used in this paragraph, the terms "Secured Party" and "the Trustee" shall collectively mean and include not only the Secured Party or the Trustee respectively described herein but also any Bank, and any respective persons or entities owned or controlled by or affiliated with the Secured Party or the Trustee. The "Release Date" as used herein shall mean the earlier of: (i) the date on which the Obligations secured hereby have been irrevocably paid and performed in full and this Instrument has been released and (ii) the date on which the lien of this Instrument is foreclosed or a deed in lieu of such foreclosure is fully effective. The provisions of this paragraph shall survive the Release Date and shall continue thereafter in full force and effect.

Section 2.17 Action during Event of Default. To the fullest extent that it lawfully may, the Mortgagor hereby agrees that, during the continuance of an Event of Default, the Secured Party or the Trustee shall be entitled at any time or from time to time to exercise all of the rights, remedies, powers and privileges vested in the Mortgagor under the leases, contracts and Properties comprising the Collateral, and to give or withhold or make all consents, directions, notices, approvals and waivers required or permitted therein which the Mortgagor would otherwise be entitled to give or withhold.

ARTICLE III

Collection of Production and Proceeds

Section 3.01 Assignment of Hydrocarbons. Pursuant to the assignment made by the Mortgagor in paragraph D of the granting clause of this Instrument, the Secured Party is entitled to receive all of the Hydrocarbons in and under which may be produced and saved from or attributable to the Mortgaged Properties, together with all of the proceeds thereof, effective as of the date of this Instrument at 7:00 a.m., Mountain Time. The Mortgagor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest therein or assignment as additional security. The Mortgagor hereby authorizes and directs any owner, lessor or party to a lease or other contract comprising or affecting the Collateral and their respective successors and assigns (herein collectively called "Payors") to treat and regard the Secured Party as the party entitled, in the Mortgagor's place and stead, to receive said Hydrocarbons and proceeds and to exercise all rights of the Mortgagor with respect thereto; and said parties shall be fully protected in so treating and regarding the Secured Party and shall be under no obligation to see to the application by the Secured Party of any such proceeds received by it. For its convenience, the Secured Party may, by notice to Mortgagor, with respect to any or all such Hydrocarbons or proceeds, permit the Mortgagor to receive such Hydrocarbons or proceeds until the occurrence of and during the continuance of any Event of Default (it being understood that, except to the extent otherwise directed by the Secured Party, the Mortgagor shall direct all Payors to remit proceeds of Hydrocarbons to the Secured Party as aforesaid). The exercise of the rights granted to the Secured Party hereunder to permit the Mortgagor to receive such Hydrocarbons prior to the occurrence and continuance of an Event of Default shall not in any way waive the right of the Secured Party to demand and receive such Hydrocarbons and proceeds thereafter attributable to the Collateral and shall not in any way diminish the absolute and unconditional right of the Secured Party to receive all of the said Hydrocarbons and proceeds and cash proceeds not theretofore expended or distributed by the Mortgagor. Notwithstanding the above, Administrative Agent hereby represents to Mortgagor that it will not make any demand to receive any such Hydrocarbons unless and until an Event of Default has occurred. The Mortgagor hereby agrees that, until otherwise notified by the Administrative Agent, all cash, proceeds, instruments and other property, of whatever kind or character, received by the Mortgagor on account of the Collateral, whether received by the Mortgagor in the exercise of

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its collection rights hereunder or otherwise, shall be remitted to the Secured Party or deposited to an account with the Secured Party in the form received (properly assigned or endorsed to the order of the Secured Party or for collection and in accordance with the Secured Party's instructions) not later than the first banking business day following the day of receipt, to be applied as provided in Section 3.02 hereof and, until so applied, may be held by the Secured Party in a separate account under the dominion and control of the Secured Party on which the Mortgagor may not draw. The Mortgagor agrees not to commingle any such property, following the occurrence of any such Event of Default, with any of its other funds or property and agrees to hold the same upon an express trust for the Secured Party until remitted to the Secured Party.

Section 3.02 Application of Proceeds. All of the proceeds received from time to time by the Secured Party pursuant to Section 3.01 hereof may be applied by the Secured Party in satisfaction of Obligations then due, in such order of application as the Secured Party shall determine in its sole and absolute discretion, on the later of the due date of such Obligations or the date of receipt of such proceeds. Any proceeds received by the Secured Party pursuant to Section 3.01 hereto shall, pending the application thereof in satisfaction of the Obligations, be deposited in an interest bearing account (and any interest earned thereon shall likewise be applied by Secured Party in satisfaction of the Obligations) and shall otherwise be subject to withdrawal from time to time by Mortgagor at the times and upon the satisfaction of such conditions as the Mortgagor and the Administrative Agent may agree.

Section 3.03 Status of Hydrocarbons after Sale of Collateral. Upon any sale of any of the Collateral by the Secured Party for the benefit of the Banks pursuant to Article V, the Hydrocarbons thereafter produced from and attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.04 No Liability of Administrative Agent and Trustee. The Secured Party and the Trustee are hereby absolved from all liability for failure to enforce collection of any such proceeds and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for proceeds actually received.

Section 3.05 Indemnification of Administrative Agent and Trustee. The Mortgagor shall indemnify the Secured Party and the Trustee and their respective shareholders, directors,

officers, employees and agents against all claims, actions, liabilities, judgments, costs, attorneys' fees and other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by any of them as a consequence of the assertion, either before or after the payment in full of the Obligations, that the Secured Party and the Trustee received Hydrocarbons or proceeds pursuant to this Article which were claimed by or due to third persons. The Secured Party and the Trustee shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, the Secured Party or the Trustee, in the case of claims asserted against the Trustee, shall have the right to pay or compromise and adjust all Claims. The Mortgagor shall indemnify and pay to the Secured Party and the Trustee all such amounts as may be paid in respect thereof or as may be successfully adjudicated against the Secured Party or the Trustee. The liabilities of the Mortgagor as set forth in this Section shall survive the termination of this Instrument.

Section 3.06 Right to Receive Payments. The Secured Party shall have the immediate and continuing right pursuant to the assignment made in Section 3.01 above, to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and the Secured Party is hereby irrevocably appointed agent and attorney-in-fact of the Mortgagor for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that the Secured Party deems necessary in order for the Secured Party to collect and receive such production, proceeds and payments from any of the Payors. In addition, the Mortgagor agrees that upon the Secured Party's request made in accordance with the terms of this Article III it will promptly execute and deliver to the Secured Party such transfer orders, payment orders, division orders and other instruments as the Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to the Secured Party pursuant to the rights of Secured Party granted in the first sentence of this Section 3.06 of all proceeds, production, and payments assigned hereunder. The Mortgagor hereby authorizes and directs that, upon the request of the Secured Party, all of the Payors shall, until the Secured Party directs otherwise, pay and deliver such proceeds, production or amounts directly to the Secured Party for the account of the Banks at the Secured Party's address set forth in the introduction to this Instrument, or in such other manner as the Secured Party may direct such parties in writing, and this authorization shall continue until this Instrument is released. The Mortgagor agrees that all division orders, transfer orders, receipts and other instruments that the Secured Party may from time to time execute and deliver for the purpose of collecting

and receipting for such proceeds, production or payments may be relied upon in all respects, and that the same shall be binding upon the Mortgagor and it successors and assigns. No Payor making payments to the Secured Party at its request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to the Secured Party under such assignment shall be released thereby from any and all liability to the Mortgagor to the full extent and amount of all payments, production or proceeds so delivered. The Mortgagor agrees to indemnify and hold harmless any and all parties making payments to the Secured Party, at the Secured Party's request under the assignment contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to the Secured Party. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons. Should the Secured Party bring suit against any third party for collection of any amount or sums included within this assignment (and the Secured Party shall have the right to bring any such suit), it may sue either in its own name, in the names of the Banks or in the name of the Mortgagor, or any of the foregoing. As used in this paragraph, the terms "Secured Party" and "the Trustee" shall collectively mean and include not only the Secured Party or the Trustee respectively described herein but also any Bank, and any respective persons or entities owned or controlled by or affiliated with the Secured Party or the Trustee.

Section 3.07 No Assumption of Mortgagor's Duties. Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by the Secured Party or the Trustee, of the duties and obligations of the Mortgagor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to the Mortgagor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of the Mortgagor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by the Secured Party or by the Trustee, prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 3.08 No Limitation of Remedies. The assignment of production and proceeds herein made shall not be construed to limit in any way the Secured Party's other rights hereunder, including, without limitation, its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default. Monies received under the assignments herein made shall

not be deemed to have been applied in payments of Obligations unless and until such monies actually are applied thereto by the Secured Party, but such monies shall be applied by the Secured Party as required by and provided for in the Credit Agreement. The assignment of production made pursuant to this Instrument is limited to the rights, if any, of the Mortgagor, whether now owned or hereafter acquired, in and to such production.

ARTICLE IV

Termination

If all of the Obligations of the Mortgagor shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Obligations, the Secured Party shall, upon the request of the Mortgagor, execute, acknowledge and deliver to the Mortgagor proper instruments evidencing the termination of this Instrument. The Mortgagor shall pay all reasonable legal fees and other reasonable expenses incurred by the Secured Party for preparing and reviewing such instruments of termination and the execution and delivery thereof, and the Secured Party may require payment of the same prior to delivery of such instruments. Otherwise, this Instrument shall remain and continue in full force and effect.

ARTICLE V

Default

Section 5.01 Nature of Events. Any of the following events shall constitute an "Event of Default" under this Mortgage (individually, an "Event of Default," and collectively, "Events of Default") (whether such event be voluntary or involuntary or occur or be effected by operation of law or otherwise):

A. A default under Sections 2.03 through 2.16 inclusive shall occur and shall continue unremedied for a period of ten days (provided that, if any representation or warranty made by the Mortgagor in Section 2.02 or Section 2.08 hereof shall prove to be false or misleading in any respect, the same shall not constitute an Event of Default unless the Mortgagor (i) shall have actual knowledge thereof on the date hereof or (ii) shall obtain actual knowledge after the date hereof and shall fail to give notice thereof to the Secured Party within 10 days thereafter); or

B. Any Event of Default (as such term is defined in the Credit Agreement), other than an event described in paragraph A of this Section 5.01, shall occur.

Section 5.02 Fixtures. Upon the occurrence and during the continuance of an Event of Default, the Secured Party or the Trustee may, to the extent permitted under applicable law, elect to treat the fixtures included in the Collateral either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Collateral made under the powers of sale herein granted and conferred, the Secured Party or the Trustee may, to the extent permitted by applicable law, include in such sale any personal property and fixtures included in the Collateral and relating to such real property.

Section 5.03 Rights and Powers of Trustee and Secured Party Generally.

(a) Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies herein conferred, the Secured Party shall have all of the rights and remedies of a mortgagee (the power of sale permitted and provided by applicable statute being hereby expressly granted by the Mortgagor to the Secured Party) as to all of the Collateral other than the DT Collateral granted, conferred or permitted by applicable law, and the Trustee shall have all of the rights and remedies of a mortgagee and trustee under a deed of trust as to the DT Collateral granted, conferred or permitted by applicable law, and the Secured Party shall have all of the rights of a beneficiary thereunder. The Secured Party (and the Trustee, with respect to the DT Collateral) shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property included in the Collateral or any part thereof, to exclude the Mortgagor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as the Secured Party may deem proper, and to demand, collect and retain the proceeds of production of several Hydrocarbons as provided in Article III hereof.

(b) Upon the occurrence and during the continuance of an Event of Default, in addition to all other powers, rights and remedies herein granted or by law or equity conferred, the Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted

by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that purpose the Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. The Secured Party may require the Mortgagor to assemble such personal property and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by the Secured Party of any of its remedies with respect to personal property:

(i) If notice is required by applicable law, five days' prior written notice (unless applicable otherwise specifies) of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to the Mortgagor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(ii) Without in any way limiting the right and authority of the Secured Party to sell or otherwise dispose of Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable: (A) the Secured Party may hold a public sale of the Collateral at such place or places and otherwise in such manner as the Trustee may elect, after having provided the Mortgagor with five days' notice of such sale; (B) the Collateral may be sold for cash; and (C) the Secured Party, any Bank or any other person owning, directly or indirectly, any interest in any of the Obligations may be a purchaser at such sale.

(iii) If the Secured Party in good faith believes that the Securities Act of 1933 or any other state or Federal law prohibits or restricts the customary manner of sale or distribution of any of such property, the Secured Party may sell such property privately or in any other manner deemed advisable by the Secured Party at such price or prices as the Secured Party determines in the reasonable discretion of the Secured Party. The Mortgagor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by the Secured Party

may result in a lower sales price than if the sale were otherwise held.

Section 5.04 Election of Remedies. Upon the occurrence of any of the Events of Default, or at any time thereafter, the Secured Party (and the Trustee with respect to the DT Collateral), in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred (including, without limitation, as provided by law for the foreclosure of mortgage on real property), may, without notice, demand or declaration of default, which are hereby waived by the Mortgagor, (A) enter, take possession of and operate the Mortgaged Property in accordance with Section 5.03(a) hereof or (B) proceed by an action or actions in equity or at law (i) for the seizure and sale of the real property included in the Collateral or any part thereof, (ii) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or remedy herein granted or by law or equity conferred, (iii) for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, (iv) for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or (v) for the enforcement of any other appropriate equitable or legal remedy.

Section 5.05 Sale of Collateral. Upon the occurrence of any of the Events of Default, or at any time thereafter, the Secured Party may, with respect to all or any portion of the Collateral other than the DT Collateral and the Trustee shall, with respect to all or any part of the DT Collateral, in response to the Secured Party's or any Bank's requests (which the Mortgagor agrees shall be presumed to have been made), subject to any mandatory requirements of applicable law, sell or have sold the Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law or by this Instrument, or, in the absence of any such requirement, as the Secured Party (or the Trustee, as regards the DT Collateral) may reasonably deem appropriate. The Secured Party (or the Trustee, as regards the DT Collateral) shall make a conveyance to the purchaser or purchasers thereof, and, in the event that the application of the sale proceeds as provided herein are or will not be sufficient to pay in full all of the amounts referred to in paragraphs A and B of Section 5.11 hereof, the Mortgagor shall warrant title thereto to such purchaser or purchasers. The Secured Party (or the Trustee, as regards the DT Collateral) may postpone the sale of such Collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public

announcement made at the time of sale fixed by the preceding postponement. Sale of a part of such Collateral or any defective or irregular sale hereunder will not exhaust the power of sale, and sales may be made from time to time until all such Collateral is sold without defect or irregularity or the Obligations are paid in full. The Secured Party (or the Trustee) shall have the right to appoint one or more substitute Trustee or attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of the Secured Party (or the Trustee, as regards the DT Collateral) and the Mortgagor shall deliver all of the Collateral to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of the Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

Section 5.06 Secured Party and Banks as Purchasers. The Secured Party and any Bank (or any other person owning, directly or indirectly, any interest in any of the Obligations) shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including, without limitation, non-payment of the Obligations and advertisement and conduct of such sale in manner provided herein or provided by law. The Mortgagor does hereby ratify and confirm all legal acts that the Secured Party and the Trustee may do in carrying out the provisions of this Instrument.

Section 5.07 Mortgagor's Cooperation Required. Any sale of the Collateral or any part thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of the Mortgagor in and to the property sold and will be a perpetual bar against the Mortgagor. Nevertheless, if requested by the Secured Party so to do, the Mortgagor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and the Mortgagor agrees that if the Mortgagor retains possession of the property or any part thereof subsequent to such sale, the Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if the Mortgagor remains in possession after

demand to remove, be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to the Mortgagor by reason thereof are hereby expressly waived by the Mortgagor.

Section 5.08 Mortgagor's Waiver of Rights. The Mortgagor acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights, under applicable law, with respect to this Instrument, the Obligations and the Collateral. Nevertheless, the Mortgagor hereby waives and relinquishes, to the maximum extent permitted by law, and subject to any mandatory requirements of applicable law, and the Mortgagor hereby agrees that the Mortgagor shall not at any time hereafter have or assert, any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension, redemption, the maturing or declaring due of the whole or any part of the Obligations, notice (whether of defaults, advances, the creation, existence, extension or renewal of Obligations, or otherwise), subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Obligations (including, without limitation, setoff), now or hereafter in force. The Mortgagor expressly agrees that the Mortgagee may offer the Collateral constituting real property other than DT Collateral, and Trustee may offer the DT Collateral, as a whole or in such parcels or lots as the Secured Party, in its sole discretion elects, regardless of the manner in which such Collateral may be described.

Section 5.09 Additional Remedies. Upon the occurrence of an Event of Default, the Secured Party may exercise its rights of enforcement with respect to the Collateral under the Uniform Commercial Code in force in any state to the extent the same is applicable law) and in conjunction with, in addition to or in substitution for those rights and remedies:

A. the Secured Party may enter upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable;

B. the Secured Party may require Mortgagor to assemble the Collateral and make it available at a place the Secured Party designates which is mutually convenient to allow the Secured Party to take possession or dispose of the Collateral;

C. any sale made pursuant to the provisions of this section shall be deemed to have been a public sale conducted

in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Mortgaged Properties under power of sale as provided for in this Instrument;

D. in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Collateral and the Mortgaged Properties may, at the option of the Secured Party, be sold as a whole;

E. prior to application of proceeds of disposition of the Collateral to the secured indebtedness, such proceeds shall be applied to the reasonable fees and expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by the Secured Party;

F. any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to the Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by the Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

G. the Secured Party 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 Trustee, including the sending of notices and the conduct of the sale, but in the name and on behalf of the Trustee.

Section 5.10 Costs and Expenses. All reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, legal expenses, filing fees, and mortgage, transfer, stamp and other excise taxes) incurred by the Secured Party and by the Trustee in perfecting, protecting and enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a part of the Obligations described in Section 1.01.C. hereof.

Section 5.11 Proceeds of Sale of Collateral. To the extent permitted by applicable law, the proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Secured Party and the Trustee and the fees and expenses of their respective agents and counsel, and all expenses incurred and advances made by the Secured Party and the Trustee in connection therewith; and

B. Next, to the payment in full of the Obligations, equally and ratably in accordance with the amounts thereof due and owing or as the Banks holding the same may otherwise agree, and/or prepayment of the Obligations, in such order as the Secured Party shall elect; and

C. Finally, to the payment to the Mortgagor or its successors or assigns any surplus then remaining.

As used in this Article 5, "proceeds" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of any debt of the Mortgagor or any issuer of or obligor on any of the Collateral.

Section 5.12 Protection of Purchasers. Upon any sale made under the powers of sale herein granted and conferred, the receipt of the Trustee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of the Trustee be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

Section 5.13 Foreclosure Rights. The Secured Party shall, to the extent permitted by applicable law, have the option to proceed with foreclosure or the exercise by the Trustee of the power of sale in satisfaction of any part of the Obligations without declaring the whole of the Obligations as immediately mature, and such foreclosure or sale may be made subject to the unmatured part of the Obligations, and it is agreed that such foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part of the Notes, this Instrument and the Credit Agreement shall remain in full force and effect just as though no foreclosure or sale had been made. Several foreclosures or sales may be made without exhausting the right of foreclosure or the power of sale for any unmatured part of the Obligations, it being the purpose

to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power of foreclosure and the power to sell the Collateral for any other part of the Obligations.

Section 5.14 Resignation of Operator. In addition to all rights and remedies under the Basic Documents, at law and in equity, if any Event of Default shall occur and Trustee or Administrative Agent shall exercise any remedies under the Security Documents with respect to any portion of the Collateral (or Mortgagor shall transfer any Collateral "in lieu of" foreclosure), Administrative Agent or Trustee shall have the right to request that any operator of any Mortgaged Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable thereto, and no later than sixty (60) days receipt by Mortgagor of any such request, Mortgagor shall resign (or cause such other party to resign) as operator of such Mortgaged Property and shall nominate, vote for and/or appoint the Person proposed by Administrative Agent as successor operator of such Mortgaged Property.

ARTICLE VI

Definitions

Section 6.01 Certain Definitions. Terms defined in the Credit Agreement are used herein as defined therein, unless otherwise defined herein.

Section 6.02 Additional Definitions. As used herein, the following terms shall have the following meanings (all terms defined in this Section 6.02 or in other provisions of this Instrument in the singular to have the same meanings when used in the plural and vice versa):

"Administrative Agent" shall have the meaning given to such term in the second paragraph on page 1 hereof.

"Banks" shall mean those banks listed on the signature pages of the Credit Agreement and all assignees thereof as provided in Section 11.06 of the Credit Agreement.

"Basic Documents" shall mean, collectively, the Credit Agreement, the Notes, the Security Documents and the Letter of Credit Documents.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York City.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time.

"Chase" shall mean The Chase Manhattan Bank (National Association).

"Collateral" shall have the meaning give to such term in Recital 3 hereof.

"Credit Agreement" shall have the meaning given to such term in Recital 1 hereof.

"DT Collateral" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Effective Date" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Encumbrances" shall have the meaning given to such term in Section 2.02.

"Environmental Law" shall mean any and all federal, state, local and foreign statutes, codes, laws, regulations, ordinances, rules, judgments, injunctions, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions imposing liability or standards of conduct concerning or otherwise relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, recycling, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

"Event of Default" shall have the meaning given to such term in Section 5.01 hereof.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (a) if the day for which such rate is to be determined is not a Business Day, the

Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Chase on such day on such transactions as determined by the Administrative Agent.

"Hydrocarbons" shall mean, collectively, oil, gas, casinghead gas, condensate, natural gas liquids finished and unfinished petroleum products and other liquid or gaseous hydrocarbons (including, without limitation all liquefiable hydrocarbons and other products that may be extracted from gas and gas condensate by processing thereof in a gas processing plant).

"Instrument" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Lands" shall have the meaning given to such term in Recital 3 hereof.

"Leases" shall have the meaning given to such term in Recital 3 hereof.

"Letter of Credit" shall have the meaning given to such term in Section 2.09 of the Credit Agreement.

"Letter of Credit Documents" shall mean, with respect to any Letter of Credit, collectively, such Letter of Credit, any documents delivered thereunder, any application therefor and any other agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or at risk or (b) any collateral security for any of such obligations, each as amended, supplemented and otherwise modified and in effect from time to time.

"Lien" shall mean, with respect to any property, any mortgage, lien, security interest, assignment of production, pledge, charge, burden, encumbrance, carried interest or reversionary interest of any kind or character in respect of such property. For purposes of this Instrument, a Person shall be deemed to own subject to a Lien any property which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property.

"Loans" shall mean the loans provided for by Section 2.01 of the Credit Agreement.

"Majority Banks" shall have the meaning given to such term in Section 1.01 of the Credit Agreement.

"Mortgage" shall mean this Instrument.

"Mortgaged Property" shall have the meaning given to such term in Recital 3 hereof.

"Mortgagor" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Notes" shall mean the promissory notes provided for by Section 2.07 of the Credit Agreement.

"Obligations" shall have the meaning given to such term in Section 1.01 hereof.

"Payors" shall have the meaning given to such term in Section 3.01 hereof.

"Permitted Liens" shall have the meaning given to such term in the Credit Agreement.

"Person" shall mean any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

"Post-Default Rate" means a rate per annum during the period from and including the due date to but excluding the date on which such amount is paid equal to the lesser of (i) 4.25% plus the Federal Funds Rate or (ii) the highest rate allowed by applicable law.

"Reimbursement Obligations" shall mean, at any time, the obligations of the Mortgagor then outstanding, or which may thereafter arise in respect of all Letters of Credit then outstanding, to reimburse the amount paid by Chase in respect of any drawing under a Letter of Credit.

"Reserve Report" shall have the meaning given to such term in Section 2.02(a) hereof.

"Secured Party" shall mean the party so designated in the second paragraph on page 1 hereof.

"Security Documents" shall mean, collectively, the Mortgage and all Uniform Commercial Code financing statements required by the Credit Agreement and the Mortgage to be filed with respect to the security interests in personal property and fixtures created pursuant to the Mortgage.

"Trustee" shall mean the party so designated in the second paragraph on page 1 hereof.

ARTICLE VII

Trustee

Section 7.01 Resignation or Removal of Trustee. The Trustee may resign in writing addressed to the Secured Party or be removed at any time with or without cause by an instrument in writing duly executed by the Secured Party. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by the Secured Party without formality other than an appointment and designation in writing, unless otherwise required by applicable law. Such appointment and designation will 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 Instrument will vest in the named successor trustee all the right, title and interest of the Trustee in all of the DT Collateral, and said successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee; provided that the Secured Party may at its option, appoint and designate several successor trustees, and in such manner, appoint and designate a different successor trustee for each state wherein a portion of the DT Collateral is located, as described in such written appointment and designation, and upon the making of any such appointment and designation, this Instrument will vest in each such named successor trustee all of the right, title and interest of the Trustee in that portion of the DT Collateral ascribed to such named successor trustee, and each such named successor trustee will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee in that portion of the DT Collateral ascribed to such named successor trustee. All references herein to the Trustee will be deemed to refer to the trustee or trustees from time to time acting hereunder.

Section 7.02 The Trustee's Powers. At any time, or from time to time without liability therefor and without notice, upon written request of the Secured Party and presentation of this Instrument and the Notes secured hereby for endorsement, and

[redacted] [redacted] [redacted]

without affecting the personal liability of any person for payment of the Obligations secured hereby or the effect of this Instrument upon the remainder of the Collateral, the Trustee may (a) reconvey any part of the DT Collateral, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

Section 7.03 Collateral Other Than DT Collateral. The signature of the Trustee shall not be necessary on any instrument affecting Collateral other than the DT Collateral, including any instrument evidencing the partial or full release or reconveyance of the lien of this Instrument on Collateral other than DT Collateral and the Trustee's signature shall be necessary on any instruments affecting the DT Collateral, including any instrument evidencing the partial or full release or reconveyance of the lien of this Instrument on the DT Collateral, only to the extent required by applicable law.

Section 7.04 Indemnification of Trustee. The Secured Party shall indemnify the Trustee and its shareholders, directors, officers, employees and agents against all claims, actions, liabilities, judgments, costs, attorneys fees or other charges of whatsoever kind or nature made against or incurred by any of them, and arising out of the performance by the Trustee of the duties of the Trustee hereunder.

ARTICLE VIII

Miscellaneous Provisions

Section 8.01 Lien on Remaining Collateral. No failure on the part of the Secured Party or the Trustee to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Instrument shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Instrument preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 8.02 Cumulative Rights; Waivers; Modifications. Each and every right, power and remedy hereby granted to the Secured Party (or to the Trustee) shall be cumulative (but not duplicative) and not exclusive, and each and every right, power and remedy whether specifically hereby granted

or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Secured Party (or by the Trustee, as the case may be), and the exercise of any such right, power or remedy will 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 Secured Party (or by the Trustee, as the case may be) in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any and all covenants of the Mortgagor in this Instrument may from time to time, by instrument in writing signed by the Secured Party, be waived to such extent and in such manner as the Secured Party may desire, but no such waiver will ever affect or impair the rights of the Secured Party (or the Trustee) hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Instrument must be in writing and signed by the Mortgagor and the Secured Party.

Section 8.03 Severability of Provisions. If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of the Secured Party and the Trustee in order to carry out the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Collateral is situated will be deemed inapplicable to, and not used in, the interpretation hereof. If any lien, encumbrance or security interest evidenced or created by this Instrument is invalid or unenforceable, in whole or in part, as to any part of the Obligations or Collateral, such portion, if any, of the Obligations as is not secured by the Collateral hereunder shall be paid prior to the payment of the secured portion of the Obligations, and all payments made on the Obligations (including, without limitation, cash and/or property received in connection with sales of Collateral pursuant to Article V hereof) shall, unless prohibited by applicable law or unless the Secured Party, in its sole and absolute discretion, otherwise elects, be deemed and considered to have been first paid on and applied to payment in full of the unsecured or partially secured portion of the Obligations, and the remainder to the secured portion of the Obligations.

Section 8.04 Substitution and Subrogation. This Instrument is made with full substitution and subrogation of the Secured Party and of the Trustee in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof. To the extent that proceeds of any Note are owed to pay any outstanding lien, charge or encumbrance against the Collateral, such proceeds have been or will be advanced by the Secured Party at the Mortgagor's request and the Secured Party shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

Section 8.05 Nature of Instrument. This Instrument will 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, as is appropriate under applicable state law. A carbon, photographic or other reproduction of this Instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 8.06 Financing Statement; Fixture Filing. This Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Collateral and is to be filed for record in the real estate records of each county where any part of the Collateral (including said fixtures) are situated. This Instrument shall also be effective as a financing statement covering minerals or the like (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Uniform Commercial Code as enacted in any other state where the Collateral is situated and is to be filed for record in the real estate records of each county where any part of the Collateral is situated. In addition, the Mortgagor shall execute and deliver to the Secured Party, upon the Secured Party's request, any financing statements or amendments thereof or continuation statements thereto that the Secured Party may require to perfect a security interest in said items or types of property. The Mortgagor shall pay all costs of filing such instruments. In that regard, the following information is provided:

Name of Debtor: BIG WEST OIL & GAS INC., a Utah corporation

Address of Debtor:	See introductory paragraph of this Instrument
County of Residence/ Principal Place of Business of Debtor:	Davis County, Utah
Tax I.D. Number of Debtor:	87-0546778
Name of Secured Party:	THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)
Address of Secured Party:	See introductory paragraph of this Instrument
Tax I.D. Number of Secured Party:	13-2633613
Owner of Record of Real Property:	BIG WEST OIL & GAS INC., a Utah corporation
Address of Owner of Record of Real Property:	See introductory paragraph of this Instrument
Description of Real Property:	See Exhibit A of this Instrument

Section 8.07 Interest. All interest required hereunder and under the Obligations shall be calculated on the basis of actual days elapsed and a year of 360 days. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, the Mortgagor shall be required to pay only such maximum legal rate. All agreements between the Mortgagor and the Secured Party are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Mortgagor for the use, forbearance, or detention of the money due under the Note secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision shall be due, shall

involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity.

SECTION 8.08 GOVERNING LAW. INSOFAR AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS INSTRUMENT AND THE OBLIGATIONS SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING CHOICE OF LAW AND CONFLICT OF LAW RULES); PROVIDED, HOWEVER, THAT, WITH RESPECT TO ANY PORTION OF THE COLLATERAL LOCATED OUTSIDE OF THE STATE OF NEW YORK, THE LAWS OF THE PLACE IN WHICH SUCH PROPERTY IS LOCATED (AND STATE LAW MADE APPLICABLE AS A MATTER OF FEDERAL LAW) SHALL APPLY TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE CREATION, PERFECTION, EFFECT OF PERFECTION AND NON-PERFECTION, FORECLOSURE OF LIENS AND SECURITY INTERESTS AND ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE COLLATERAL. THE MORTGAGOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW YORK AND EACH OTHER STATE WHERE THE COLLATERAL IS LOCATED AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS INSTRUMENT, THE BASIC DOCUMENTS OR THE OBLIGATIONS IN THE CASE OF A PROCEEDING IN ANY OF SUCH STATES, BY SERVING THE SECRETARY OF STATE OF SUCH STATE IN ACCORDANCE WITH ANY APPLICABLE PROVISIONS OF SUCH STATE'S LAW GOVERNING SERVICE OF PROCESS UPON FOREIGN CORPORATIONS OR ENTITIES.

Section 8.09 Counterparts. This Instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts parts of Exhibit A containing specific descriptions which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. A complete copy of this Instrument will be filed for record in the Office of the County Clerk of Duchesne County, Utah. As to counterparts to be filed in certain states, the signatures and acknowledgments by the Administrative Agent may be omitted if not required by applicable law. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 8.10 Recording References. Unless otherwise specified in Exhibit A, all recording references in Exhibit A are to the official real property records of the county in which the affected land is located. The reference in Exhibit A to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 8.11 Notices. All notices, demands, consents, requests or other communications (collectively, "notices") permitted or required to be given by any party to any other hereunder shall be in writing and given in the manner specified in Section 11.02 of the Credit Agreement; provided that notices to the Trustee shall be addressed to the Trustee at its office set forth on page 1 hereof.

Section 8.12 Successors and Assigns. This Instrument applies to, inures to the benefit of and binds the parties hereto and their respective successors and assigns and shall run with the Properties.

Section 8.13 Financing of Extracted Minerals. The above described 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 wellhead of the wells or wells located on the Mortgaged Property or on lands pooled or unitized therewith. This Instrument is to be filed for record in, among other places, the real estate records of each county in which the Mortgaged Property is located; to wit, all of those listed in Exhibit A.

Section 8.14 Enforcement by Administrative Agent. The Secured Party shall be entitled to enforce payment of any indebtedness and performance of any other of the Obligations secured hereby and to exercise all rights and powers under this Instrument or under any other Basic Documents or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect the Secured Party's right to realize upon or enforce any other security now or hereafter held by the Secured Party, it being agreed that the Secured Party shall be entitled to enforce this Instrument and any other security now or hereafter held by the Secured Party in such order and manner as it may in its absolute discretion determine.

Section 8.15 Administrative Agent as Attorney-in-Fact. Upon the occurrence and during the continuance of an Event of Default hereunder, the Mortgagor hereby irrevocably designates the Secured Party as its attorney-in-fact and grants to the Secured Party appropriate powers of attorney to act for and on behalf of the Mortgagor with the Department of Interior and all other agencies, departments and subdivisions of the United States

of America and of all states, in all transactions relating to the Collateral or any part thereof. The Mortgagor hereby authorizes and directs all such agencies, departments and subdivisions to rely upon any writing from the Secured Party asserting that an Event of Default hereunder has occurred, without inquiry into whether or not such Event of Default actually occurred, and the Mortgagor agrees that the exercising by the Secured Party of such powers of attorney may be relied upon in all respects and, as between the Mortgagor and such agency, department or subdivision, shall be binding upon the Mortgagor.

Section 8.16 Request of Notice of Sale. The Mortgagor hereby requests that a copy of any notice of sale hereunder be mailed to it at the address of the Mortgagor set forth in the Credit Agreement.

Section 8.17 Captions. The captions or headings at the beginning of Articles and Sections hereof are for the convenience of the parties and are not a part of this Instrument.

Section 8.18 Attorneys' Fees. If any Event of Default occurs and is continuing, the Mortgagor promises to pay all reasonable costs of enforcement and collection, including, but not limited to, attorneys' fees, whether or not such enforcement and collection includes the filing of a lawsuit.

Section 8.19 Interpretation. In this Instrument the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.20 Purpose of the Loans. The loans evidenced by the Notes secured by this Instrument have been or will be obtained for business or commercial purposes, and the proceeds thereof will not be used for personal, family, leasehold or agricultural purposes.

Section 8.21 Relationship of Parties. The relationship between the Mortgagor and the Secured Party is that of debtor and creditor only and neither the Mortgagor nor the Secured Party is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other.

Section 8.22 The Secured Party's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Instrument upon any portion of the Premises not then or theretofore released as secured for the full amount of all unpaid Obligations, the Secured Party may, from

time to time and without notice, (a) release any persons liable, (b) extend the maturity or alter any of the terms of any such obligation, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed at any time at the Secured Party's option any parcel, portion or all of the Collateral, (e) take or release any other or additional security for any obligation herein mentioned. or (f) make compositions or other arrangements with debtors in relation thereto.

Section 8.23 Rule Against Perpetuities. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years and 364 days after the death of the last surviving descendant of George Herbert Walker Bush (41st President of the United States) who is alive on the execution and delivery of this Instrument.

Section 8.24 Limitation on Collateral. To the extent any of the Collateral in which a lien, pledge, security interest or other encumbrance is purported to be granted hereby consists of leases from the United States of America (the "Federal Leases") or any Indian tribal leases ("Tribal Leases"), the grant of any such purported lien, pledge, security interest or other encumbrance in such Federal Leases or Tribal Leases pursuant to the terms hereof shall be effective to the extent permissible under the Mineral Leasing Act of 1920 Section 30 U.S.C. §181, et seq., all rules and regulations promulgated thereunder, 43 C.F.R. §3000, et seq., or other applicable law.

IN WITNESS WHEREOF, the Mortgagor, has, on the date set forth in the acknowledgment hereto, effective as of the date and time first above written caused this Instrument to be duly executed before me, the undersigned Notary Public in and for the County of Box Elder, State of Utah, in the presence of competent witnesses, after due reading of the whole.

MORTGAGOR:

BIG WEST OIL & GAS INC.,
a Utah corporation

By: _____
Name: James W. Wilson
Title: Vice President

ATTEST:

_____
Name: Darrel G Bergen
Title: Sec

[SEAL]

Mortgage

ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Box Elder

The foregoing instrument was acknowledged before me on October 30, 1995, by James W. Wilson Vice Pres. of Big West Oil & Gas Inc., a Utah corporation, on behalf of said corporation.

WITNESS my hand and seal hereto affixed the day and year first above written.

[SEAL] NOTARY PUBLIC
DONNA B. TILLERY
845 West 3900 South
Riverdale, Utah 84405
My Commission Expires
August 1, 1999
STATE OF UTAH

Donna B Tillery
Notary Public, in and for the State of Utah

Notary's Printed Name:

Donna B. Tillery

My Commission Expires:

8-1-99

Mortgage

SCHEDULE I

Rates of Interest

Under the revolving credit facility established in the Credit Agreement, Mortgagor, as borrower, may borrow sums at one of two stated interest rates. Mortgagor may select either the Eurodollar Rate or the Base Rate (as such terms are defined below). "Eurodollar Rate" means, for any interest period therefor, a rate determined by Administrative Agent to be equal to the quotient of (a) the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) quoted by Administrative Agent at approximately 11:00 a.m. London time (or as soon thereafter as practicable) on the date two Business Days prior to the first day of such interest period for the offering by Administrative Agent to leading banks in the London interbank market of dollar deposits having a term comparable to such interest period and in an amount comparable to the principal amount of the loan to be made at such rate for such interest period (rounded upwards, if necessary, to the nearest 1/100 of 1%) divided by (b) the difference of (i) 1 minus (ii) the reserve requirement for such loan for such interest period, as set forth in the Credit Agreement. "Base Rate" means, for any day during the interest period therefor, the higher of (a) the sum of the rate per annum for such day (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the business day next succeeding such day (the "Federal Funds Rate"), provided that (a) if the day for which such rate is to be determined is not a business day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding business day as so published on the next succeeding business day and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Administrative Agent on such day on such transactions as determined by Administrative Agent, plus 1/2 of 1% and (b) the rate of interest from time to time announced by Administrative Agent at Administrative Agent's principal office as its prime commercial lending rate.

CENEX Lease No.	WY1628
Prospect Name	PINEDALE
Lease Date	06/02/1994
Recorded	/
Lessor	WYOMING 94-00293 STATE OF
Lessee	CENEX INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 16: All
CENEX Lease No.	WY1629
Prospect Name	PINEDALE
Lease Date	06/02/1994
Recorded	/
Lessor	WYOMING 94-00294 STATE OF
Lessee	CENEX INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 36: NW4NE4, S2NE4, NW4, S2
CENEX Lease No.	WY1647
Prospect Name	PINEDALE
Lease Date	02/01/1995
Recorded	/
Lessor	USA WYW-135123
Lessee	CENEX INC
Tract: 00	Township 32 North-Range 109 West, 6th PM Section 4: Lots 5-7, 11-14 Section 5: Lot 1 Section 10: W2NE4, W2, SE4 Section 14: W2NW4, SE4NW4, SW4, W2SE4, SE4SE4 Section 15: E2 Section 18: Lots 1-12 Section 19: Lots 1-12
CENEX Lease No.	WY1648
Prospect Name	NORTH MOXA
Lease Date	02/01/1995
Recorded	/
Lessor	USA WYW-135131
Lessee	CENEX INC
Tract: 00	Township 28 North-Range 110 West, 6th PM Section 1: Lots 1-4, S2 Section 12: SE4 Section 13: E2 Section 24: All Section 25: N2
CENEX Lease No.	WY1649
Prospect Name	PINEDALE
Lease Date	10/03/1994
Recorded	100/576
Lessor	PAUL C HAGENSTEIN AND BETTE ANN HAGENSTEIN
Lessee	DUAL RESOURCES INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 14: W2SE4, E2SW4 Section 22: NE4 Section 23: N2, and that part of the E2SE4 more particularly described as follows: Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89 degrees 59 minutes West 660.00 feet along the south line of said Section 23 to a point; thence North 36 degrees 7 minutes West 1113.10 feet to a point on the west line of the said E2SE4; thence North 0 degrees 4 minutes East, 1765.00 feet along the said west line to the northwest corner of the said E2SE4; thence South 89 degrees 59 minutes East, 1318.70 feet along the north line of the said E2SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 0 degress 6 minutes West, 2663.70 feet along the east line

[redacted] [redacted] [redacted]

of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;
Section 24: SW4

CENEX Lease No. WY1650
Prospect Name PINEDALE
Lease Date 08/04/1994
Recorded 99O&G/404
Lessor STEELE RANCHES PARTNERSHIP
Lessee DUAL RESOURCES INC
Tract: 00
Township 34 North-Range 109 West, 6th PM
Section 30: Lots 2(33.76), 3(33.88), SW4NE4, SE4NW4

Township 34 North-Range 110 West, 6th PM
Section 25: NE4NE4, S2NE4, S2NW4, W2SE4, NE4SE4

CENEX Lease No. WY1651
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/579
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 27: NE4, E2NW4, NW4NW4, N2SE4

CENEX Lease No. WY1652
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/583
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 22: S2

CENEX Lease No. WY1653
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/587
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 26: SW4
Section 35: N2NW4, NE4, SE4NW4

CENEX Lease No. WY1654
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/591
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00
Township 33 North-Range 109 West, 6th PM
Section 25: SW4, W2SE4
Section 26: E2SE4, SW4SE4 being 334.66 acres more or less, less and except the following tracts:
Tract 2:
That part of the NW4SE4 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres;
Tract 3:
A tract of land located in Sublette County, State of Wyoming in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:
Beginning at a point which is South 86 degrees 18 minutes

46 seconds East, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26; thence North 89 degrees 4 minutes 45 seconds East, a distance of 1084.58 feet; thence South 57 degrees 20 minutes East, a distance of 1273.81 feet; thence South 32 degrees 40 minutes West, a distance of 600 feet; thence North 57 degrees 20 minutes West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less.

CENEX Lease No. WY1655
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/595
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00

Township 33 North-Range 109 West, 6th PM
Section 15: SW4
Section 21: E2NE4
Section 22: NW4

CENEX Lease No. WY1656
Prospect Name PINEDALE
Lease Date 08/04/1994
Recorded 99O&G/408
Lessor FRED E SHRIVER AND ERMA D SHRIVER ET AL
Lessee DUAL RESOURCES INC
Tract: 00

Township 34 North-Range 109 West, 6th PM
Section 29: SW4NW4, SW4 EXCEPTING THEREFROM those parcels conveyed as follows:
Forrest Gordon Cramer and Lelia Jean Cramer, husband and wife, by instrument recorded in Book 12 of Deeds, page 439;
Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick husband and wife, by instrument recorded in Book 13 of Deeds, page 519;
Kenneth K. Rowe and Elmira A. Rowe, husband and wife, by instrument recorded in Book 12 of Deeds, page 553;
Charles O. Fuller and Alice Fay Fuller, husband and wife, by instrument recorded in Book 13 of Deeds, page 83;
Rulon G. McRae and Nancy D. McRae, husband and wife, by instrument recorded in Book 13 of Deeds, page 445.

Township 34 North-Range 109 West, 6th PM
Section 30: Lot 1(38.63), SE4NE4, E2SE4, South 18 acres of the NE4NE4 and that portion of the SW4SE4 and the NE4 of Section 31, more particularly described as follows:
Beginning at the corner common to Sections 29, 30, 31 and 32, Township 34 North, Range 109 West, and proceeding thence southerly along the East boundary line of Section 31 a distance of 1580 feet, more or less, to a fence corner; thence proceeding along the fence N 38 degrees 16 minutes W, 344 feet thence N 20 degrees 42 minutes West, 501 feet; thence S 73 degrees 55 minutes W, 297 feet; thence N 23 degrees 35 minutes W, 506 feet; thence N 44 degrees 3 minutes W, 297 feet; thence N 12 degrees 0 minutes W, 852 feet, more or less, to the north line of the SW4SE4 of Section 30, Township 34 North, Range 109 West; thence proceeding Easterly along said north line of the SW4SE4 of Section 30 a distance of 686 feet, more or less, to the Northeast corner of the SW4SE4 of Section 30; thence porceeding Southerly along the East line of the SW4SE4 a distance of 1320 feet, more or less, to the Southeast corner of the SW4SE4 of Section 30; thence proceeding Easterly along the North line of the NE4 of Section 31, Township 34 North, Range 109 West, a distance of 1320 feet, more or less, to the point of beginning.

Township 34 North-Range 109 West, 6th PM
Section 32: NW4NW4

[redacted] SUBLETTE COUNTY, WYOMING [redacted] [redacted]

Township 34 North-Range 110 West, 6th PM
Section 24: SE4
Section 25: NW4NE4

Tract: 01

Townwship 34 North-Range 109 West, 6th PM
Section 21: SW4, W2SE4
Section 28: NW4NW4, S2NW4, NE4SW4

CENEX Lease No. WY1657
Prospect Name PINEDALE
Lease Date 01/23/1995
Recorded 101/187
Lessor DAVID D MAYTAG AND BETTY A MAYTAG
Lessee DUAL RESOURCES INC
Tract: 00

Township 33 North-Range 109 West, 6th PM
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 degrees 5 minutes 1 second W, 894.53 feet, to a point; thence N 88 degrees 25 minutes 2 seconds W, 298.74 feet, to a point; thence S 3 degrees 23 minutes 4 seconds W, 754.04 feet, to a point; thence continuing S 3 degrees 23 minutes 4 seconds W, 225.77 feet, to a point; thence S 28 degrees 50 minutes E, 676.50 feet, to a point; thence S 25 degrees 32 minutes 3 seconds E, 257.64 feet, to a point, thence S 58 degrees 56 minutes 4 seconds E, 84.72 feet, to a point; thence S 51 degrees 46 minutes E, 215.47 feet, to a point; thence 27 degrees 48 minutes 8 seconds E, 298.12 feet to a point; thence S 2 degrees 27 minutes 4 seconds W, 464 feet, to a point; thence S 39 degrees 2 minutes 5 seconds E, 363.04 feet, to a point near the left bank of the New Fork River; thence S 3 degrees 18 minutes 2 seconds E, 37.26 feet to a point on the south line of the N2 of Section 15.

Section 15: W2E2 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 degrees 40 minutes 2 seconds E, a distance of 1338.77 feet; thence from said point of beginning S 13 minutes 3 seconds E, along the East boundary of said NW4NE4, 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 2 degrees 33 minutes 10 seconds 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 NW4NE4 thence N 89 degrees 40 minutes 2 seconds E, along said North boundary , a distance of 25.57 feet to the point of beginning.

CENEX Lease No. WY1672
Prospect Name NORTH MOXA
Lease Date 07/01/1995
Recorded /
Lessor USA WYW-136819
Lessee PLAINS PETROLEUM OPERATING COMPANY
Tract: 00

Township 28 North-Range 109 West, 6th PM
Section 33: All

CENEX Lease No. WY1673
Prospect Name NORTH MOXA
Lease Date 06/02/1991
Recorded /
Lessor WYOMING 91-00609 STATE OF
Lessee
Tract: 00

Township 27 North-Range 109 West, 6th PM
Section 16: All

EXHIBIT A, Part 2

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
CA0302	CHARTER 12-2 (GAS)	80.00000	60.00000	0.000000	COLUSA	CALIFORNIA
CA3101	TRANSAMERICA 10-1 (GAS)	80.00000	58.92539	0.000000	COLUSA	CALIFORNIA
CA3104	CA GATHERING SYSTEM	80.00000	80.00000	0.000000	COLUSA	CALIFORNIA
CA1701	TAYLOR SLOUGH #1 (GAS)	18.35712	13.60766	0.000000	CONTRA COSTA	CALIFORNIA
CA5101	BOWMAN ROAD 34-56X (GAS)	56.00000	41.58390	0.000000	SAN JOAQUIN	CALIFORNIA
CA0901	CLARK 3-18 (GAS)	42.00000	31.33320	0.000000	SUTTER	CALIFORNIA
CA0902	TOMLINSON 1-11 (GAS)	40.00000	31.33333	0.000000	SUTTER	CALIFORNIA
CA8501	ACKI FARMS 1-25 (GAS)	50.00000	39.66736	0.000000	YOLO	CALIFORNIA
CO2301	FEDERAL 10-34 (GAS)	80.16667	61.96552	0.328125	MOFFAT	COLORADO
CO2302	FEDERAL 2-1 (GAS)	78.75000	62.51773	0.562500	MOFFAT	COLORADO
CO2303	OKES 5-6 (GAS)	80.16667	66.88583	1.200000	MOFFAT	COLORADO
CO2304	BLUE GRAVEL 3-1 (GAS)	74.50000	61.51778	1.242000	MOFFAT	COLORADO
RR0048	YELLOWMULE A-1 MT	0.00000	0.00000	2.000000	BIG HORN	MONTANA
MT5801	NEWROBE #5 (GAS)	100.00000	83.33333	0.000000	GLACIER	MONTANA
MT5803	TRIBAL 24-1 (GAS)	12.02790	10.02320	0.000000	GLACIER	MONTANA
MT0101	BEARS DEN UNIT	40.00000	32.41365	0.000000	LIBERTY	MONTANA
MT6901	HAYES #1 (GAS)	100.00000	82.50000	0.000000	POWDER RIVER	MONTANA
MT6902	BRUNER 11-16 (GAS)	100.00000	82.50000	0.000000	POWDER RIVER	MONTANA
MT0220	DYNNESON 5-1	12.50000	10.93750	0.000000	RICHLAND	MONTANA
MT0271	NORGAARD #1	87.17600	70.06648	1.803000	RICHLAND	MONTANA
MT0272	DYNNESON 1-29	97.50000	76.93359	0.000000	RICHLAND	MONTANA
MT0273	ALLISON #1	97.50000	79.98047	0.000000	RICHLAND	MONTANA
MT0274	DYNNESON 7-29	100.00000	80.66534	0.000000	RICHLAND	MONTANA
MT0275	FEDERAL 12-28	100.00000	81.62747	0.000000	RICHLAND	MONTANA
MT0336	SUNWALL 3-8	100.00000	83.33333	0.000000	RICHLAND	MONTANA
MT0353	BOND 8-8	100.00000	77.90642	0.000000	RICHLAND	MONTANA
MT0354	DYNNESON #1	100.00000	84.37500	0.000000	RICHLAND	MONTANA
MT0355	DYNNESON #A2	100.00000	75.00000	0.000000	RICHLAND	MONTANA
MT0356	DYNNESON 16-7	100.00000	75.00000	0.000000	RICHLAND	MONTANA
MT0357	DYNNESON 5-7	100.00000	84.37500	0.000000	RICHLAND	MONTANA
MT0698	BN 8-23	49.80469	41.67481	0.000000	RICHLAND	MONTANA
MT1070	BAKKEN 31-11	1.25790	1.09071	0.000000	RICHLAND	MONTANA
MT1684	ANDERSON 2-6	0.00000	0.00000	3.750000	RICHLAND	MONTANA
MT1686	DYNNESON 9-4	0.00000	0.00000	1.875000	RICHLAND	MONTANA
MT1901	CANDEE 1-29	100.00000	84.00000	0.000000	RICHLAND	MONTANA
MT2301	DORE 4-19	40.00000	33.91797	0.000000	RICHLAND	MONTANA
MT4038	CENEX 5A-30 (SWD)	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT4074	FEDERAL 13-30	90.00000	67.35000	0.000000	RICHLAND	MONTANA
MT4080	FEDERAL 14-32	86.25000	64.66875	0.000000	RICHLAND	MONTANA
MT4091	STATE 9-36	92.26730	80.73389	0.000000	RICHLAND	MONTANA
MT4094	FEDERAL 15-30	86.25000	64.66875	0.000000	RICHLAND	MONTANA
MT4097	UNIT 5-30	78.56499	59.33250	0.000000	RICHLAND	MONTANA
MT4101	DAVID ALBIN #3	37.50000	32.31250	0.000000	RICHLAND	MONTANA
MT4102	ALBIN 1-33	68.14159	58.04843	0.000000	RICHLAND	MONTANA
MT7582	BN VAIRA LEASE	100.00000	78.75000	0.000000	RICHLAND	MONTANA
MT8537	SORENSON 8-17	48.41300	38.53632	0.000000	RICHLAND	MONTANA
MT8573	LARSON 15-21	50.00000	42.50000	0.000000	RICHLAND	MONTANA
MT8575	GARTNER #1	50.00000	39.30839	1.728670	RICHLAND	MONTANA
MT8577	SUNWALL 15-15	50.00000	43.75000	0.000000	RICHLAND	MONTANA
MT8578	SIMARD 15-27	50.00000	42.25000	0.000000	RICHLAND	MONTANA
MT8584	FISCHER 28-24	17.50000	14.96250	0.000000	RICHLAND	MONTANA
MT8585	ANDERSON 9-26	50.00000	42.50000	0.000000	RICHLAND	MONTANA
MT8587	CUNDIFF 8-22R	50.00000	40.69063	0.000000	RICHLAND	MONTANA

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
MT8588	CUNDIFF 5-22 (SWD)	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT8589	SIMARD 6-27	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT8590	STATE 5-16	50.00000	43.75000	0.000000	RICHLAND	MONTANA
MT8599	SIMARD 10-27	23.43750	19.80469	0.000000	RICHLAND	MONTANA
RR0021	PREVOST 1-30 MT	0.00000	0.00000	1.873850	RICHLAND	MONTANA
RR0027	DIGE 5-4 MT	0.00000	0.00000	0.195690	RICHLAND	MONTANA
RR0044	PREVOST 1-19 MT	0.00000	0.00000	2.500000	RICHLAND	MONTANA
RR0029	DYNNESON 16-30 MT	0.00000	0.00000	1.250000	RICHLAND	MONTANA
MT0010	LANDER 1-3	49.95517	40.67873	0.000000	ROOSEVELT	MONTANA
MT0050	LARSEN FARMS 1-2	6.53005	4.34754	0.000000	ROOSEVELT	MONTANA
MT1148	CONS ST 42-20	18.75000	16.40625	0.000000	ROOSEVELT	MONTANA
MT1149	HAGE 44-20	18.75000	16.40625	0.000000	ROOSEVELT	MONTANA
MT1153	CONSOLIDATED (SWD)	18.75000	18.75000	0.000000	ROOSEVELT	MONTANA
MT1201	DETHMAN 1-12-30	100.00000	84.52381	0.000000	ROOSEVELT	MONTANA
RR0001	N.E. BENRUD MT	0.00000	0.00000	5.000000	ROOSEVELT	MONTANA
MT1556	GROS-PETERSON 1-21	56.25000	47.86459	0.937125	SHERIDAN	MONTANA
MT3044	M. ATOR #2 (SWD)	50.00000	50.00000	0.000000	SHERIDAN	MONTANA
MT3050	BENSON LEASE	50.00000	43.75000	0.000000	SHERIDAN	MONTANA
MT3051	LAND LEASE	50.00000	43.75000	0.000000	SHERIDAN	MONTANA
MT6001	RESERVE OIL GATH	100.00000	100.00000	0.000000	SHERIDAN	MONTANA
MT7267	USA 15-14	100.00000	76.25000	7.500000	SHERIDAN	MONTANA
RR0030	LARSON 34-17 MT	0.00000	0.00000	1.375000	STILLWATER	MONTANA
RR0031	LARSON 12X-17 MT	0.00000	0.00000	4.000000	STILLWATER	MONTANA
NV0510	BACON FLATS FED 23-17	18.75000	14.43574	0.000000	NYE	NEVADA
NV0511	FEDERAL 23-17A	18.75000	14.43574	0.000000	NYE	NEVADA
NV0512	BACON FLAT #1 (SWD)	37.50000	37.50000	0.000000	NYE	NEVADA
NV6401	FEDERAL 5-14	37.50000	30.93750	0.000000	NYE	NEVADA
NV6402	FEDERAL 12-14	39.85724	32.88222	0.000000	NYE	NEVADA
NV6901	TRAP SPRING FED 14-12	40.00000	34.80000	0.000000	NYE	NEVADA
ND0199	BIG STICK UNIT	1.63554	1.41122	0.000000	BILLINGS	NORTH DAKOTA
ND0301	AP FEDERAL 1-22	50.00000	42.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0302	AP FEDERAL 3-1	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0305	AP FEDERAL 15-1	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0308	AP 27-1 (SWD)	30.00000	30.00000	0.000000	BILLINGS	NORTH DAKOTA
ND0311	FEDERAL 22-15	0.00000	0.00000	4.000000	BILLINGS	NORTH DAKOTA
ND0312	FEDERAL 1-26	0.00000	0.00000	5.500000	BILLINGS	NORTH DAKOTA
ND0314	FEDERAL 6-26	0.00000	0.00000	1.500000	BILLINGS	NORTH DAKOTA
ND0315	BUCKHORN GATH SYS	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND0316	FEDERAL 10-23	30.00000	24.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0317	AP FEDERAL 3-4	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0365	AP FEDERAL 2-23	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0751	PATRIOT 1-26H	15.46128	12.00203	0.000000	BILLINGS	NORTH DAKOTA
ND0752	PEGASUS 1-36H	33.00000	25.51645	0.000000	BILLINGS	NORTH DAKOTA
ND0805	GRAHAM 1-12	0.00000	0.00000	7.500000	BILLINGS	NORTH DAKOTA
ND0806	FEDERAL 13-24	0.00000	0.00000	5.500000	BILLINGS	NORTH DAKOTA
ND1000	USA-UVI 3-33 & REDRILL	86.66670	73.48700	0.000000	BILLINGS	NORTH DAKOTA
ND1017	FEDERAL 32-3	50.43300	43.12488	0.000000	BILLINGS	NORTH DAKOTA
ND1018	FEDERAL 16-32	97.43300	84.54238	0.000000	BILLINGS	NORTH DAKOTA
ND1019	USA-UVI 1-33	90.00000	75.52100	0.000000	BILLINGS	NORTH DAKOTA
ND1020	FEDERAL 4-4	100.00000	84.25154	0.168898	BILLINGS	NORTH DAKOTA
ND1026	MERIDIAN FED 34-1	85.00000	66.54969	3.562500	BILLINGS	NORTH DAKOTA
ND1027	MERIDIAN FED 6-1	89.93300	77.37428	0.337500	BILLINGS	NORTH DAKOTA
ND1030	FEDERAL 32-2	97.43300	81.45113	0.531250	BILLINGS	NORTH DAKOTA
ND1031	FEDERAL 2-4	94.86600	81.58476	0.337500	BILLINGS	NORTH DAKOTA
ND1037	FEDERAL 12-10H	0.00000	0.00000	3.000000	BILLINGS	NORTH DAKOTA
ND1042	FEDERAL 14-32	94.86600	81.58476	0.000000	BILLINGS	NORTH DAKOTA
ND1043	FEDERAL 16-31	50.00000	43.75000	0.000000	BILLINGS	NORTH DAKOTA
ND1044	FEDERAL 16-31 (SWD)	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1045	FEDERAL 2-31H (p&a)	96.25000	82.22656	0.000000	BILLINGS	NORTH DAKOTA
ND1046	FEDERAL 7-6	98.43750	84.65625	0.337500	BILLINGS	NORTH DAKOTA

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
ND1048	FEDERAL 9-6	94.86600	81.58476	0.337500	BILLINGS	NORTH DAKOTA
ND1052	ELK/BUCK RCAD MAINT	34.86240	34.86240	0.000000	BILLINGS	NORTH DAKOTA
ND1053	ELKHORN RANCH P/L	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1055	ELKHORN WATER WELL	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1056	FEDERAL 5-9	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1057	FEDERAL 14-9H	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1081	FEDERAL 16-9	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1090	STATE 4-16 (SWD)	50.00000	50.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1091	AP FEDERAL 15-4	25.00000	21.12500	0.000000	BILLINGS	NORTH DAKOTA
ND1093	AP FEDERAL 2-17	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1094	AP FEDERAL 13-4	40.00000	34.40000	0.000000	BILLINGS	NORTH DAKOTA
ND1095	AP FEDERAL 1-9	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1096	AP EVONIUK 1-8	50.00000	43.55469	0.000000	BILLINGS	NORTH DAKOTA
ND1097	AP FEDERAL 1-17	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1199	ELKHORN RANCH N UNIT	3.91235	3.19535	0.000000	BILLINGS	NORTH DAKOTA
ND3561	KOCH FED 13-30	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND4532	FEDERAL 34-4 TWIN	40.00000	33.00000	0.000000	BILLINGS	NORTH DAKOTA
ND6020	HARRIS FED 1-30	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
RR0011	JACOBSEN 33-5 ND	0.00000	0.00000	3.080500	BOWMAN	NORTH DAKOTA
RR0012	JOHNSON 11-9 ND	0.00000	0.00000	2.000000	BOWMAN	NORTH DAKOTA
RR0060	LITTLE MISSOURI RED RIVER UNIT	0.00000	0.00000	2.372370	BOWMAN	NORTH DAKOTA
RR0002	PORTAL ND	0.00000	0.00000	0.683590	BURKE	NORTH DAKOTA
RR0004	WOBURN ND	0.00000	0.00000	0.390630	BURKE	NORTH DAKOTA
RR0007	MCCARTHY #1 ND	0.00000	0.00000	0.390630	BURKE	NORTH DAKOTA
ND2510	MOORE #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2511	VATNE #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2512	HOWARD #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2513	NYGAARD 33-23	80.00000	60.09375	0.000000	DIVIDE	NORTH DAKOTA
ND2522	TOFTE #1 (SWD)	80.00000	80.00000	0.000000	DIVIDE	NORTH DAKOTA
ND0401	BARKLAND 1-18-2A	100.00000	83.33304	0.005000	GOLDEN VALLEY	NORTH DAKOTA
RR0003	PRATT ND	0.00000	0.00000	0.091150	MCHENRY	NORTH DAKOTA
ND8041	KRUSHENSKY	78.71089	67.86291	0.000000	STARK	NORTH DAKOTA
ND8045	POLANCHEK 8-34	78.71089	67.86291	0.000000	STARK	NORTH DAKOTA
ND8099	BELL ZENITH UNIT	17.97599	15.12979	0.009964	STARK	NORTH DAKOTA
ND5302	SUNDSBAK 9-11	100.00000	78.33333	0.000000	WARD	NORTH DAKOTA
ND5303	SUNDSBAK 7-11 (SWD)	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND5304	SUNDSBAK 1-14	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND5305	SUNDSBAK 7-11A	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND1301	TURMCIL 10-4	100.00000	78.45669	0.000000	WILLIAMS	NORTH DAKOTA
RR0050	W BUFF RED RVER SD	0.00000	0.00000	0.021940	HARDING	SOUTH DAKOTA
SD1565	S BUFFALO RED RV	0.15540	0.13273	0.000000	HARDING	SOUTH DAKOTA
SD1567	B-29 SOHIO STATE	9.37500	8.20313	0.000000	HARDING	SOUTH DAKOTA
RR0008	W. WATER UNIT UT	0.00000	0.00000	0.187500	GRAND	UTAH
WY1051	BYRON E-T UNIT	0.89955	0.78710	0.000000	BIG HORN	WYOMING
WY3570	FEDERAL 16-5	100.00000	89.70000	0.000000	BIG HORN	WYOMING
RR0005	FEDERAL 1-27 WY	0.00000	0.00000	2.500000	CAMPBELL	WYOMING
RR0016	SUMMERFLD UNIT WY	0.00000	0.00000	2.343750	CAMPBELL	WYOMING
RR0025	MINN TR. 3 WY	0.00000	0.00000	3.125000	CAMPBELL	WYOMING
RR0053	STATE 36-12.13.14.33 WY	0.00000	0.00000	3.333330	CAMPBELL	WYOMING
WY0530	N BARBER CRK UNIT	100.00000	82.83929	0.000000	CAMPBELL	WYOMING
WY1938	USA KINTZ #1	43.75000	38.28125	0.000000	CAMPBELL	WYOMING
WY2299	FISH MINNELUSA "A" UNIT	10.80258	8.66854	0.091940	CAMPBELL	WYOMING
WY6899	RULE MINN "B" UNIT	51.58380	40.50290	0.000000	CAMPBELL	WYOMING
WY8210	THOMPSON LEASE	16.66667	14.33333	0.000000	CAMPBELL	WYOMING
WY8558	LESUEUR S-2	50.00000	36.43000	0.000000	CAMPBELL	WYOMING
WY8561	LESUEUR LEASE	50.00000	42.25000	0.000000	CAMPBELL	WYOMING
RR0057	HARDY FED 21-22 WY	0.00000	0.00000	2.500000	CONVERSE	WYOMING
WY5516	POWELL FED 9-2	0.00000	0.00000	1.953130	CONVERSE	WYOMING
WY5545	POWELL PR MNT UNT II	2.95480	2.58553	0.000000	CONVERSE	WYOMING
WY5548	SPEARHEAD #18	25.00000	21.87500	0.000000	CONVERSE	WYOMING

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LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
WY	FEDERAL 3-28	100.00000	36.0000	0.000000	FREMONT	WYOMING
WY7301	FEDERAL 4-28H	100.00000	86.00000	0.000000	FREMONT	WYOMING
WY4000	MURPHY DOME P/L	75.00000	75.00000	0.000000	HOT SPR	WYOMING
WY4081	CORBETT	52.50000	51.29250	0.000000	HOT SPR	WYOMING
WY4083	ROSE	26.25000	22.91625	0.000000	HOT SPR	WYOMING
WY4084	SHAD	52.50000	45.04500	0.072913	HOT SPR	WYOMING
WY7051	SAGE SP CRK "A" UNIT	100.00000	85.00000	0.216150	NATRONA	WYOMING
WY7053	SAGE SP CRK "D" UNIT	100.00000	84.97369	0.019740	NATRONA	WYOMING
WY7054	FEDERAL 13-12 SSC	100.00000	91.40000	0.000000	NATRONA	WYOMING
WY7055	FEDERAL 1-1 (SWD)	100.00000	100.00000	0.000000	NATRONA	WYOMING
WY7150	FEDERAL 3-30 SSC	100.00000	94.60000	0.000000	NATRONA	WYOMING
WY7201	NORTH SAGE SPR CR UNIT	100.00000	81.96797	0.000000	NATRONA	WYOMING
WY2112	FEDERAL 12-3 (GAS)	62.50000	51.87500	0.065088	PARK	WYOMING
WY	BROOKLYN FED UNIT #1	45.00000	84.33222	0.000000	SWEETWATER	WYOMING
WY3205	LINCOLN ROAD 20-22 (GAS)	13.74311	10.77842	0.000000	SWEETWATER	WYOMING
WY3206	LINCOLN ROAD 2-9 (GAS)	5.65965	4.56974	0.000000	SWEETWATER	WYOMING
WY3207	LINCOLN ROAD 10-9 (GAS) Dak	5.65965	4.56974	0.000000	SWEETWATER	WYOMING
WY3208	LINCOLN ROAD #7 (GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3209	LINCOLN ROAD 30-10 (GAS)	5.66006	4.52736	0.000000	SWEETWATER	WYOMING
WY3210	LINCOLN ROAD 2-15A(GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3211	LINCOLN ROAD 3-15 (GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3212	LINCOLN ROAD 1-21 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3213	LINCOLN ROAD 1-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3214	LINCOLN ROAD 2-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3215	LINCOLN ROAD 13-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3218	LINCOLN ROAD 10-22 (GAS)	13.74311	10.77842	0.000000	SWEETWATER	WYOMING
WY3301	FEDERAL 15-15 (GAS)	100.00000	83.75000	0.000000	SWEETWATER	WYOMING
WY8101	SWAN SOUTH 30-2 (GAS)	29.29968	24.97502	0.000000	SWEETWATER	WYOMING
WY8102	HORSESHOE FED 10-12 (GAS)	9.10241	7.32744	0.000000	SWEETWATER	WYOMING
WY4082	HANCOCK	66.66250	62.72940	0.000000	WASHAKIE	WYOMING
WY4085	SHANNON	66.66250	61.92950	1.333000	WASHAKIE	WYOMING

424

Rlsd. Bk 18 Rel Pg 396 3/9/97

254635

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Milbank, Tweed, Hadley & McCloy
1 Chase Manhattan Plaza
New York, New York 10005
Attention: Eric K. Moser

RECORDED Nov 3 1995 8:35 AM
IN BOOK 192 Of Mtg PAGE 424
FEES 110.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover

DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING

THIS DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING (this "Instrument"), dated October 31, 1995 at 7:00 a.m., Mountain Time (the "Effective Date"), is given by BIG WEST OIL & GAS INC., a Utah corporation (the "Mortgagor"), with an address at 50 West 990 South, Brigham City, Utah 84302 to:

1. THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), with an address at One Chase Manhattan Plaza, New York, New York 10081, as agent for each bank referred to below (in such capacity, the "Administrative Agent") (the Administrative Agent, together with its successors in such capacity, is hereinafter referred to as the "Secured Party"), as to any and all portions of the Collateral (as hereinafter defined) EXCEPT those portions of the Collateral which (i) are located in the States of California, Colorado, Illinois, Montana, Nebraska, Nevada and Utah (collectively, the "Subject States") and (ii) constitute interests in or to real property under the law of the Subject States (the "DT Collateral"); and

2. Chicago Title Insurance Company, a Missouri corporation (in such capacity, together with its successors in such capacity, the "Trustee"), but only as to the DT Collateral located in the States of Montana, Nevada and Utah.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE SECURED PARTY TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

Mortgage

TO COMPLY WITH THE REQUIREMENTS OF THE UNIFORM COMMERCIAL CODE IN SEVERAL STATES, (A) THE NAMES OF THE MORTGAGOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE MORTGAGOR AND OTHER RELEVANT INFORMATION ARE SET FORTH IN THE INTRODUCTORY PARAGRAPHS HEREOF AND SECTION 8.06 HEREOF AND (B) A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL IS SET FORTH IN RECITAL 3 HEREOF.

PORTIONS OF THE COLLATERAL ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES, IT BEING CONTEMPLATED THAT THE MORTGAGOR MAY HEREAFTER BECOME INDEBTED TO THE SECURED PARTY IN FURTHER SUM OR SUMS.

PURSUANT TO THE PROVISIONS OF SECTION 8.13 HEREOF, THOSE PORTIONS OF THE COLLATERAL WHICH ARE HYDROCARBONS 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 LAND DESCRIBED OR REFERENCED TO IN EXHIBIT A ATTACHED HERETO WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

THE AMOUNT INVOLVED IS $200 OR MORE.

THE SECURED PARTY IS NOT A SELLER OR PURCHASE MONEY LENDER.

THIS DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING IS SUBJECT AND SUBORDINATE TO THAT CERTAIN DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FINANCING STATEMENT (PERSONAL PROPERTY INCLUDING HYDROCARBONS), AND FIXTURE FILING OF EVEN DATE HEREOF SECURING THE OBLIGATIONS OF THE MORTGAGOR UNDER THE CREDIT AGREEMENT DATED AS OF OCTOBER 31, 1995 (THE "PRIOR MORTGAGE") AMONG THE MORTGAGOR, CERTAIN BANKS (COLLECTIVELY, THE "BANKS") AND THE SECURED PARTY, AS AMENDED, SUPPLEMENTED AND OTHERWISE MODIFIED AND IN EFFECT FROM TIME TO TIME, PROVIDING FOR LOANS AND LETTERS

OF CREDIT FROM TIME TO TIME UNDER A REVOLVING CREDIT FACILITY TO MORTGAGOR THE AGGREGATE PRINCIPAL OR STATED AMOUNT OF WHICH SHALL NOT EXCEED $22,000,000.00 AT ANY ONE TIME OUTSTANDING.

RECITALS

1. Pursuant to the terms of the Credit Agreement dated as of October 31, 1995 among the Mortgagor, certain banks (collectively, the "Banks") and the Secured Party (as amended, supplemented and otherwise modified and in effect from time to time, the "Credit Agreement"), the Banks have agreed to make loans under term loan facility to Mortgagor the aggregate principal which shall not exceed $10,000,000.00, bearing interest at the rates specified in Schedule I hereto.

2. The Secured Party, for the benefit of itself and the Banks, is intended to have the benefit of the security provided hereby and of the proceeds hereinafter assigned. The Secured Party is to act hereunder for the benefit of itself and the Banks and the Trustee is to act hereunder for the benefit of the Secured Party in accordance with the terms of this Instrument.

3. The following are hereinafter collectively referred to as the "Collateral":

A. all rights, titles and interests of the Mortgagor in and to (i) as to properties described in Exhibit A attached hereto and incorporated herein by this reference located within the Subject States, the lands more particularly described in Exhibit A, including without limitation all rights, titles and interests of the Mortgagor in and to all oil and gas leases, oil, gas and mineral leases, and other mineral properties and interests therein, insofar but only insofar as they cover or pertain to the lands located within the Subject States described in Exhibit A; (ii) as to properties described in Exhibit A located in any other state, the oil and gas leases, oil, gas and mineral leases, and other mineral properties and interests more particularly described in Exhibit A hereto and the lands covered thereby (the lands described in clauses (i) and (ii) above are hereinafter referred to as the "Lands" and the oil and gas leases, oil, gas and mineral leases, other mineral properties and interests described in clauses (i) and (ii) above, whether or not more particularly described in Exhibit A, are hereinafter referred to as the "Leases"); and (iii) the wells and well units more particularly described in Exhibit A (the "Wells" and "Well

Units"), which rights, titles and interests, at a minimum, constitute, or entitle the Mortgagor to, the undivided "Wells/Unit" interests specified in Exhibit A with respect to such Properties, but excepting the rights, titles and interests of the Mortgagor expressly excluded in Exhibit A hereto;

B. without limitation of the foregoing, all other right, title and interest of the Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to the Leases and Lands, even though such Leases or Lands may be incorrectly described in, or omitted from, Exhibit A hereto, but excepting the rights, titles and interests of the Mortgagor expressly excluded in Exhibit A hereto;

C. all rights, titles, interests and estates now owned or hereafter acquired (by operation of law or otherwise) by the Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Leases or Lands; (ii) all presently existing or future unitization, communitization, pooling agreements, orders and/or declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, state or other governmental body or agency having jurisdiction and so called "working interest units" created under operating agreements, surface use agreements, support agreements or otherwise) which may affect all or any portion of the Leases or Lands including, without limitation, those units which may be described or referred to in Exhibit A hereto; and (iii) all operating agreements, farmout agreements, farmin agreements, development agreements, participation agreements, area of mutual interest agreements, equipment leases, purchase agreements, sale agreements, option agreements and other agreements which cover, affect or otherwise relate to any of the Leases or Lands or interests in the Leases or Lands described or referred to herein or in Exhibit A hereto or to the production, sale, purchase, exchange, processing, handling, storing, transporting or marketing of the Hydrocarbons (as defined in Section 6.02 hereof) produced from or attributable to such Leases or Lands or interests therein;

D. any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by the Mortgagor or by anyone on the Mortgagor's behalf; and the

Secured Party on behalf of the Banks is hereby authorized to receive the same at any time as additional security hereunder;

E. all of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to the Lands, Leases, Wells, Well Units, rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Lands, Leases, Wells, Well Units, rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Encumbrances (as defined in Section 2.02 hereof) to which any of the Lands, Leases, Wells, Well Units, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Leases, Well Units, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by the Mortgagor in and to such Lands, Leases, Wells, Well Units, rights, titles, interests and estates;

F. all tenements, hereditaments, appurtenances and properties in any way appertaining, belonging, affixed or incidental to the Lands, Leases, rights, titles, interests and estates described or referred to in paragraphs A, B, C, D and E above, which are now owned or which may hereafter be acquired (by operation of law or otherwise) by the Mortgagor, including, without limitation, any and all property, real or personal, equipment, improvements, fixtures and other property now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of the Leases, Lands or lands pooled or unitized therewith, including, without limitation, any and all of the Mortgagor's rights, titles and interests in oil wells, gas wells, injection wells or other wells other than the Wells and Well Units described in Exhibit A hereto, well equipment, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering lines, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, power, telephone and telegraph

lines, surface leases, rights-of-way, easements, servitudes and other surface rights situated upon, used, held for use or useful in connection with the operation and development of the Leases, Lands and lands pooled or unitized therewith, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties (the foregoing rights, interests and properties described in paragraphs A, B, C, D, E and this paragraph F above, and all rights, estates, powers and privileges appurtenant thereto are referred to herein collectively as the "Mortgaged Properties" and, individually, as a "Mortgaged Property"); and

G. all rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all Hydrocarbons in and under and which may be produced from or attributable to the Leases, Lands or lands pooled or unitized therewith, including, without limitation, all oil in tanks and all rents, issues, profits, proceeds (including without limitation, any prepayment for production not taken or payments in lieu of production), products, revenues and other income from or attributable to the Leases, Lands and the lands pooled or unitized therewith which are subjected or required to be subjected to the liens and security interests of this Instrument; and further including, without limitation, any and all liens and security interests in the Hydrocarbons securing payment of proceeds from the sale of Hydrocarbons.

To secure the performance of the Obligations (as hereinafter defined) and for and in consideration of the Loans made pursuant to the Credit Agreement, the Mortgagor hereby:

A. GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS, PLEDGES, MORTGAGES, WARRANTS and CONVEYS, and grants a security interest in, the Collateral other than the DT Collateral to the Secured Party WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit and security of the Secured Party, subject to the rights of the Secured Party under the assignment made in paragraph D below;

B. GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS and CONVEYS the DT Collateral to the Trustee, IN TRUST, WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit of the Secured Party, subject to the rights of the Secured Party under the assignment made in paragraph D below; and

C. without limiting the grant in paragraph A above, grants to the Secured Party a security interest in those portions of the Collateral which (i) are located in the Subject States and (ii) do not constitute DT Collateral, subject to the rights of the Secured Party under the assignment made in paragraph D below;

TO HAVE AND TO HOLD the Collateral other than the DT Collateral unto the Secured Party, its successors and assigns, forever, and TO HAVE AND TO HOLD the DT Collateral unto the Trustee, its successors and assigns, forever, in trust, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of the Secured Party and its successors and assigns as holders of the Obligations (as hereinafter defined); and

D. UNCONDITIONALLY AND ABSOLUTELY ASSIGNS, CONVEYS, TRANSFERS and SETS OVER to the Secured Party any and all of the Mortgagor's rights in respect of the Hydrocarbons, including, without limitation, all severed and extracted Hydrocarbons and other minerals produced from or attributable to the Mortgaged Property, including, without limitation, all of the proceeds thereof.

AND, in furtherance thereof, the Mortgagor warrants, represents, covenants and agrees as follows:

ARTICLE I

Obligations Secured

Section 1.01 Obligations. This Instrument is executed, acknowledged and delivered by the Mortgagor to secure and enforce the following obligations (herein collectively called the "Obligations"):

A. Payment in full when due (whether at stated maturity, by acceleration or otherwise) of the principal of and interest on the Loans made by the Banks and evidenced by the Notes held by the Banks and all other amounts from time to time owing to, and obligations to be performed in favor of, the Secured Party and the Banks by the Mortgagor under the Credit Agreement, the Notes and under any of the other Basic Documents (any reborrowings, future advances, readvances, modifications, extensions, substitutions, exchanges and renewals shall enjoy the same priority as the initial advances evidenced by the Notes);

B. Payment of all sums advanced and costs and expenses (including, without limitation, all legal and engineering fees) incurred by the Secured Party (whether directly or indirectly on behalf of itself and any of the Banks) in connection with the Obligations or any part thereof, any reborrowing, future advance, readvance, modification, extension, substitution, exchange and renewal of the Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made or incurred at the request of the Mortgagor or the Secured Party; and

C. Payment of all other indebtedness and liabilities and performance of all other obligations of the Mortgagor to the Secured Party or the Trustee arising pursuant to this Instrument or in connection herewith, including without limitation all sums advanced by the Secured Party or the Trustee to protect the Collateral, each of which Obligation (unless otherwise specified in the writing creating such Obligation) shall be due and payable five days after demand for payment is made upon the Mortgagor by the Secured Party and shall bear interest at the Post-Default Rate.

ARTICLE II

Warranties, Representations and Covenants

The Mortgagor hereby represents, warrants and covenants as follows:

Section 2.01 Performance of Obligations. The Mortgagor shall pay when due the principal of and the interest on the Obligations as the same shall become due and payable in accordance with the terms hereof and the Credit Agreement.

Section 2.02 Warranty of Title.

(a) The Mortgaged Properties described in Exhibit A constitute, and it is the intent of the Mortgagor that the Mortgaged Properties consist only of, all of the oil and gas interests and other mineral properties of the Mortgagor as of the date hereof that contain or constitute Proved Reserves, as such term is defined in the "Estimated Future Reserves and Income Attributable to Certain Leasehold Interests" dated June 1, 1995 prepared by Ryder Scott Company for FJOG (the "Reserve Report"). The Mortgagor has good and marketable title in and to the Collateral so as to entitle Mortgagor to the undivided interests specified as fractional, percentage or decimal interests in Exhibit A hereto. Any fractional, percentage or decimal

interests specified in Exhibit A in referring to Mortgagor's interests in the Collateral are solely for the purposes of the representations and warranties set forth herein and shall in no manner limit the quantum of the interests of the Mortgagor in the Collateral pledged by the Mortgagor hereunder. All Leases are valid, subsisting and in full force and effect, none of such Leases is in default and no event has occurred and is continuing, and no condition exists that, after notice or the passage of time or both could become a default under any such Lease.

(b) The Collateral is free and clear of (i) all Liens and (ii) except as otherwise disclosed to Administrative Agent in writing prior to the date hereof, any and all preferential purchase rights or other rights, restrictions or limitations of any nature or kind (herein collectively called "Encumbrances"), other than (A) Permitted Liens described in Section 8.06 of the Credit Agreement, (B) the Liens in favor of the Trustee and the Secured Party created or provided herein and (C) any other Liens or Encumbrances that would not, either individually or in the aggregate, reduce the value or impair the marketability of the Mortgaged Properties or interfere with the use or operation of the Mortgaged Properties in the ordinary course of business of the Mortgagor.

(c) Except as set forth in Exhibit A, none of the existing Encumbrances include "take or pay", "gas balancing" or other comparable obligations in accordance with which Hydrocarbons have heretofore been or may hereafter be produced and delivered from the Mortgaged Property without the Mortgagor then or thereafter having the right to receive full payment therefor, except as otherwise disclosed by any contractual or other arrangements whereby payment for production from such Mortgaged Property is to be deferred for a substantial period after the month in which such production is delivered (i.e., in the case of oil, not in excess of 60 days, and in the case of gas, not in excess of 90 days), other than any suspension of payments that is customary in the industry. No Mortgaged Property is subject to any contractual or other arrangement for the sale of crude oil that (i) provides for the sale of crude oil at a price that does not adjust from time to time at reasonable intervals to reflect currently prevailing crude oil prices in the market in which crude

oil severed from such Mortgaged Property is sold and (ii) cannot be canceled upon 90 days (or less) notice. No Mortgaged Property is subject to a gas sales contract that contains terms which are not customary in the industry, which terms either individually or in the aggregate, reduce the value or impair the marketability of the Mortgaged Properties or the gas produced therefrom. No Mortgaged Property is subject to any contractual or other arrangement for the sale of oil or gas to any affiliate of Mortgagor except for sales to Big West Oil Company, a Delaware corporation, which sales contracts or arrangements are described on Exhibit A, hereto and are and shall continue to be made on no less favorable terms than those Mortgagor can obtain from unaffiliated third parties. No Mortgaged Property is subject at the present time to any regulatory refund obligation and, to the best of the Mortgagor's knowledge, no facts exist which might cause the same to be imposed.

(d) Except as set forth on Exhibit A, no Lien or Encumbrance on the Mortgaged Properties would cause the Mortgagor's (i) share of production from the Wells or Well Units described in Exhibit A to be less than the net revenue interest ("NRI") (expressed as a fraction, percentage or decimal) set forth in Exhibit A in connection with said Wells or Well Units or (ii) share of expenses of development, production and operation with respect to said Well or Well Units to be more than the working interest ("WI") (expressed as a fraction, percentage or decimal) set forth in Exhibit A in connection with said Wells or Well Units (unless there is also a proportionate increase in NRI).

Section 2.03 Power to Create Lien and Security Interest. The Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage, and convey a security interest in all of the Collateral in the manner and form herein provided. Mortgagor represents and warrants that no material approvals, consents or authorizations of, or filings or registrations with, any governmental commission, bureau or other regulatory authority or agency are required of Mortgagor with respect to the execution, delivery and performance of this Instrument, except that the transfer of that portion of the Collateral arising out of an oil and gas lease issued by: (i) the Bureau of Land Management; (ii) the Bureau of Indian Affairs on behalf of the Ute Indian Tribe and the Ute Distribution Corporation; and (iii) the Utah Division of State Lands and Forestry is still subject to an approval by such agency. Mortgagor knows of no reason why such approval would not be granted, but such approvals must be obtained after the transfer of interests in such lease and are granted in the ordinary course.

Mortgagor covenants that it will use its best efforts to obtain such approval promptly.

Section 2.04 Defense of Title to Collateral. The Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other persons whomsoever and will maintain and preserve the Lien created hereby so long as any of the Obligations secured hereby remain unpaid. If the title, interest or Lien, as the case may be, of the Mortgagor or the Secured Party to the Collateral (or the Trustee to the DT Collateral) or any part thereof, or the security of this Instrument, or the rights or powers of the Secured Party or the Trustee hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving the Mortgagor or its properties, the Mortgagor shall promptly give written notice thereof to the Secured Party (and the Trustee, if the Collateral is DT Collateral) and at the Mortgagor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys reasonably acceptable to the Secured Party; and the Secured Party and the Trustee may take such independent action in connection therewith as either of them may in their respective discretion deem advisable, and all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by the Secured Party and by the Trustee in connection therewith shall be a part of the Obligations described in Section 1.01.C. above. Such obligation shall be payable on demand and shall bear interest from the date of demand therefor until paid at a per annum rate of interest equal to the Post-Default Rate, but in no event to exceed the maximum nonusurious rate allowed by applicable law.

Section 2.05 Second Lien. This Instrument is, and the Mortgagor will ensure this Instrument is kept as, a direct and Lien and security interest upon the Collateral, subject to no other Lien other than the Lien created by the Prior Mortgage, and the Mortgagor will not create, incur, assume or suffer to be created or permit to exist any other Lien upon the Collateral or any part thereof or upon the rents, issues, revenues, profits and other income therefrom except for Liens permitted under Section 8.06 of the Credit Agreement.

Section 2.06 Identify; Chief Office. The Mortgagor will not change the location of its chief executive office, its principal place of business or the place where it keeps its books and records concerning the Collateral (including, particularly, the proceeds from the sale of Hydrocarbons) without notifying the

[redacted] [redacted] [redacted]

Secured Party or the Trustee of such change in writing at least 30 days prior to the effective date of such change.

Section 2.07 Further Assurances; Recordation. The Mortgagor shall promptly and, insofar as not contrary to applicable law, at Mortgagor's own expense, file and refile, or cause to be filed or refiled, in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including, without limitation, applicable financing statements, as may be necessary to create, perfect, maintain and preserve the Lien intended to be created hereby and the rights and remedies of the Secured Party and of the Trustee hereunder, and shall promptly furnish to the Secured Party evidence satisfactory to the Secured Party of all such filings and refilings and otherwise shall do or cause to be done all things necessary or expedient to be done to effectively create, perfect, maintain and preserve the Lien intended to be created hereby as a first Lien on the real property and as a first and prior security interest in the personal property which constitute the Collateral and to create, perfect, maintain and preserve the assignments made in paragraph D of the granting clause of this Instrument. The Mortgagor shall execute, acknowledge and deliver to the Secured Party such other and further instruments and do such other acts as in the reasonable opinion of the Secured Party may be necessary or desirable to more fully identify and subject to the Lien and assignment created hereby, any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of the Secured Party and at the Mortgagor's expense.

Section 2.08 Maintenance and Operations. The Mortgagor will promptly pay and discharge or cause to be paid and discharged all rentals, delay rentals, royalties and indebtedness accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the assignments, deeds, Leases, sub-leases, contracts and agreements described or referred to herein or affecting the Mortgagor's interests in the Collateral, and will do or cause to be done all other things necessary to keep unimpaired the Mortgagor's rights with respect thereto and prevent any intentional forfeiture thereof or default with respect thereof other than a default which might occur as a result of cessation of production thereunder. The Mortgaged Property (and properties unitized therewith) have been, to the extent the same could adversely affect the ownership or operations of the Collateral after the Effective Date, maintained, operated and developed in full repair, working order and efficiency; specifically in this connection, (i) no Mortgaged

Property is subject to having allowable production after the Effective Date reduced below the full and regular allowable (including, without limitation, the maximum permissible tolerance) because of any over production (whether or not the same was permissible at the time) prior to the Effective Date and (ii) none of the wells located on the Mortgaged Property (or properties unitized therewith) are deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, the Mortgaged Property (or, in the case of wells located on properties pooled or unitized therewith, such pooled or unitized properties). The Mortgagor will operate the Mortgaged Property in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all applicable spacings proration and conservation laws of the jurisdiction in which the Mortgaged Property is situated, and all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the development and operation of the Mortgaged Property and the production and sale of Hydrocarbons and other minerals produced therefrom. The Mortgagor will do or cause to be done, or shall participate in, such development work as may be reasonably necessary to the prudent and economical operation of the Mortgaged Property in accordance with the approved practices of prudent operators in the industry, including, without limitation, all to be done that may be appropriate to protect from diminution the productive capacity of the Mortgaged Property and each producing well thereon. Upon the request of either the Secured Party or the Trustee, the Mortgagor will (a) permit the Secured Party or the Trustee, as the case may be, and its respective designated representatives to enter upon any part of the Mortgaged Property under the control of the Mortgagor, and (b) cause the operator of any part of the Mortgaged Property not under the control of the Mortgagor to permit the Secured Party or Trustee, as the case may be, and its designated representatives to enter upon the same (to the extent and subject to the conditions under which the Mortgagor may so enter), for the purposes of inspecting the condition and operation thereof.

Section 2.09 Abandonment; Sales or Dispositions.

(a) Notwithstanding anything contained herein to the contrary, the Mortgagor shall not abandon or permit to be abandoned all or any portion of the Mortgaged Properties, except to the extent that the production and sale of Hydrocarbons therefrom, under then current market conditions and using production techniques then customary in the oil and gas industry

for wells of such type, have ceased to be producing in paying quantities.

(b) The Mortgagor will not sell, lease, assign, transfer or otherwise dispose of any part of the Mortgaged Property except as permitted by the Credit Agreement or this Mortgage. The Mortgagor will not sell, lease, assign, transfer or otherwise dispose of, or create, incur, assume or suffer to exist any Lien upon, the Mortgagor's interest in any Hydrocarbon transmission lines and any gas processing plants not constituting Mortgaged Property used, necessary or intended to be used in connection with the production or marketing of any Hydrocarbons from the Mortgaged property or lands pooled or unitized therewith, except Liens which would be Permitted Liens if such transmission lines or gas processing plants were Mortgaged Property and dispositions or Liens which do not impair the deliverability of an Hydrocarbons utilizing such transmission lines or gas processing plants.

Section 2.10 Maintenance of Insurance. The Mortgagor shall purchase and maintain in full force and effect policies of insurance in such form and amounts covering such risks, and issued by such companies, in each case in the manner and to the extent required pursuant to Section 8.04 of the Credit Agreement. The Secured Party or the Trustee shall have the right to collect, and the Mortgagor hereby assigns to the Secured Party or the Trustee, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Mortgaged Property, and the Secured Party or the Trustee may apply all or any part of the sums so collected, as the Secured Party or the Trustee elects, toward payment of the Obligations, whether or not such Obligation is then due and payable, in such manner as the Secured Party or the Trustee may elect.

Section 2.11 Reporting. In addition to the reporting requirements of Section 8.01 of the Credit Agreement, the Mortgagor will, upon request of either the Secured Party on behalf of any Bank or the Trustee, furnish or cause to be furnished to the Secured Party or the Trustee, as the case may be, reports prepared by or for the Mortgagor concerning the expediency of any change in methods of treatment or operation of all or any well included in the Mortgaged Property; any new drilling or development; any abandonment or proposed abandonment of any well; any plugging of any well or reopening of same at a different level and any method of repressuring in the field or any other action with respect to the Mortgaged Property.

Section 2.12 Expenses; Indemnification. The Mortgagor will promptly upon demand by the Secured Party pay all reasonable costs and expenses heretofore or hereafter incurred by the Secured Party for legal, engineering, geological or accounting services rendered to the Banks in connection with the enforcement of any of the rights hereunder. The Mortgagor will indemnify the Secured Party and the Trustee and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by any of them arising out of or by reason of any investigation or litigation or proceeding (including any threatened investigation or litigation or other proceeding) on account of or in connection with any b ily injury or death or property damage occurring in or upon or in the vicinity of the Collateral through any cause whatsoever or asserted against them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Collateral or with this Instrument (but excluding any such losses, liabilities, claims, damages, or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified). Any amount to be paid hereunder by the Mortgagor shall be a demand obligation owing by the Mortgagor and shall bear interest from the date such obligation is due until such obligation is paid, at a per annum rate of interest equal to the Post-Default Rate.

Section 2.13 Non-Operated Interests. All or portions of the Collateral may be comprised of interests in the Leases or Lands or lands pooled or unitized therewith which are other than working interests or which may be operated by a party or parties other than the Mortgagor and with respect to all such portions of the Collateral, the Mortgagor's covenants as expressed in this Article II are modified to require that the Mortgagor use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Leases, Lands or properties.

Section 2.14 Failure to Perform. The Mortgagor agrees that if the Mortgagor fails to perform any act or to take any action which the Mortgagor is required to perform or take hereunder or pay any money which the Mortgagor is required to pay hereunder, each of the Secured Party and the Trustee in the Mortgagor's name or its or their own name may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by the Mortgagor to the Secured Party or the

Trustee, as the case may be, and each of the Secured Party and the Trustee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to each of the Secured Party and the Trustee pursuant to this Instrument shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to such Person until paid at the Post-Default Rate, and all such amounts together with such interest thereon shall be a part of the Obligations described in Section 1.01.C. hereof.

Section 2.15 Compliance with Environmental Laws. The Mortgagor will not cause or permit the Collateral to be in violation of, or do anything or permit anything to be done which will subject the Collateral to, any remedial obligations under any Environmental Law. The Mortgagor will not use the Collateral in a manner which will result in (i) the disposal or other release of any solid waste or hazardous substance on or to the Collateral, (ii) a release of a hazardous substance on or to the Collateral in a quantity equal to or exceeding that quantity which requires reporting pursuant to Section 103 of CERCLA, or (iii) the release of any hazardous substance on or to the Collateral so as to pose an imminent and substantial endangerment to public health or welfare or the environment and covenants and agrees to keep or cause the Collateral to be kept free of any hazardous waste or contaminants and to remove the same (or if removal is prohibited by law, to take whatever action is permitted by law), promptly upon discovery and at its sole expense. In the event the Mortgagor fails to do so, after notice to the Mortgagor, the Secured Party upon the request of the Majority Banks may either declare an Event of Default under this Instrument and exercise any and all remedies hereunder or cause the Collateral to be freed from the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is permitted by law), and the cost of the removal or such other action shall be a demand obligation owing by the Mortgagor to the Secured Party (or the Trustee) pursuant to this Instrument and shall bear interest at the Post-Default Rate. The Mortgagor grants to the Secured Party and the Trustee and its agents and employees access to the Collateral and the license to remove the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is required by law) and agrees to indemnify and save the Secured Party and the Trustee harmless from all costs and expense involved and from all claims (including, without limitation, consequential damages) asserted or proven against the same by any party in connection therewith. From time to time, but not more frequently than once during any period of twelve calendar months unless at the time a Default shall have occurred and be

continuing, upon the reasonable request of the Secured Party, the Mortgagor will provide at the Mortgagor's sole expense an inspection or audit of the Collateral from an engineering or consulting firm selected by the Mortgagor and approved by the Administrative Agent, which approval shall not be unreasonably withheld, indicating the presence or absence of such substances on the Collateral. If the Mortgagor fails to provide same after 10 days' notice, the Secured Party may order same, and the Mortgagor grants to the Secured Party and its employees and agents access to the Collateral and a license to undertake the testing. The cost of such tests shall be a demand obligation owing by the Mortgagor to the Secured Party pursuant to this Instrument and shall bear interest at the Post-Default Rate.

Section 2.16 Environmental Indemnity. The Mortgagor agrees to indemnify the Secured Party and the Trustee and their respective shareholders, directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees and court costs), asserted against or incurred by any of the Secured Party and the Trustee at any time and from time by reason of or arising out of (a) the breach of any representation or warranty of the Mortgagor set forth in Section 7.14 of the Credit Agreement, (b) the failure of the Mortgagor to perform any obligation herein required to be performed by the Mortgagor regarding Environmental Laws, (c) any violation on or before the Release Date (as hereinafter defined) of any Environmental Law in effect on or before the Release Date, and (d) any act, omission, event or circumstance existing or occurring on or prior to the Release Date (including, without limitation, the presence on the Collateral or release from the Collateral of hazardous substances or solid wastes disposed of or otherwise released on or prior to the Release Date), resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any Environmental Law at the time of its existence or occurrence. The foregoing indemnity shall not apply with respect to matters solely caused by or arising out of the gross negligence or willful misconduct of any of the Secured Parties and the Trustee. As used in this paragraph, the terms "Secured Party" and "the Trustee" shall collectively mean and include not only the Secured Party or the Trustee respectively described herein but also any Bank, and any respective persons or entities owned or controlled by or affiliated with the Secured Party or the Trustee. The "Release Date" as used herein shall mean the earlier of: (i) the date on which the Obligations secured hereby have been irrevocably paid and performed in full and this Instrument has

been released and (ii) the date on which the lien of this Instrument is foreclosed or a deed in lieu of such foreclosure is fully effective. The provisions of this paragraph shall survive the Release Date and shall continue thereafter in full force and effect.

Section 2.17 Action during Event of Default. To the fullest extent that it lawfully may, the Mortgagor hereby agrees that, during the continuance of an Event of Default, the Secured Party or the Trustee shall be entitled at any time or from time to time to exercise all of the rights, remedies, powers and privileges vested in the Mortgagor under the leases, contracts and Properties comprising the Collateral, and to give or withhold or make all consents, directions, notices, approvals and waivers required or permitted therein which the Mortgagor would otherwise be entitled to give or withhold.

ARTICLE III

Collection of Production and Proceeds

Section 3.01 Assignment of Hydrocarbons. Pursuant to the assignment made by the Mortgagor in paragraph D of the granting clause of this Instrument, the Secured Party is entitled to receive all of the Hydrocarbons in and under which may be produced and saved from or attributable to the Mortgaged Properties, together with all of the proceeds thereof, effective as of the date of this Instrument at 7:00 a.m., Mountain Time. The Mortgagor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest therein or assignment as additional security. The Mortgagor hereby authorizes and directs any owner, lessor or party to a lease or other contract comprising or affecting the Collateral and their respective successors and assigns (herein collectively called "Payors") to treat and regard the Secured Party as the party entitled, in the Mortgagor's place and stead, to receive said Hydrocarbons and proceeds and to exercise all rights of the Mortgagor with respect thereto; and said parties shall be fully protected in so treating and regarding the Secured Party and shall be under no obligation to see to the application by the Secured Party of any such proceeds received by it. For its convenience, the Secured Party may, by notice to Mortgagor, with respect to any or all such Hydrocarbons or proceeds, permit the Mortgagor to receive such Hydrocarbons or proceeds until the occurrence of and during the continuance of any Event of Default (it being understood that, except to the extent otherwise directed by the

Secured Party, the Mortgagor shall direct all Payors to remit proceeds of Hydrocarbons to the Secured Party as aforesaid). The exercise of the rights granted to the Secured Party hereunder to permit the Mortgagor to receive such Hydrocarbons prior to the occurrence and continuance of an Event of Default shall not in any way waive the right of the Secured Party to demand and receive such Hydrocarbons and proceeds thereafter attributable to the Collateral and shall not in any way diminish the absolute and unconditional right of the Secured Party to receive all of the said Hydrocarbons and proceeds and cash proceeds not theretofore expended or distributed by the Mortgagor. Notwithstanding the above, Administrative Agent hereby represents to Mortgagor that it will not make any demand to receive any such Hydrocarbons unless and until an Event of Default has occurred. The Mortgagor hereby agrees that, until otherwise notified by the Administrative Agent, all cash, proceeds, instruments and other property, of whatever kind or character, received by the Mortgagor on account of the Collateral, whether received by the Mortgagor in the exercise of its collection rights hereunder or otherwise, shall be remitted to the Secured Party or deposited to an account with the Secured Party in the form received (properly assigned or endorsed to the order of the Secured Party or for collection and in accordance with the Secured Party's instructions) not later than the first banking business day following the day of receipt, to be applied as provided in Section 3.02 hereof and, until so applied, may be held by the Secured Party in a separate account under the dominion and control of the Secured Party on which the Mortgagor may not draw. The Mortgagor agrees not to commingle any such property, following the occurrence of any such Event of Default, with any of its other funds or property and agrees to hold the same upon an express trust for the Secured Party until remitted to the Secured Party.

Section 3.02 Application of Proceeds. All of the proceeds received from time to time by the Secured Party pursuant to Section 3.01 hereof may be applied by the Secured Party in satisfaction of Obligations then due, in such order of application as the Secured Party shall determine in its sole and absolute discretion, on the later of the due date of such Obligations or the date of receipt of such proceeds. Any proceeds received by the Secured Party pursuant to Section 3.01 hereto shall, pending the application thereof in satisfaction of the Obligations, be deposited in an interest bearing account (and any interest earned thereon shall likewise be applied by Secured Party in satisfaction of the Obligations) and shall otherwise be subject to withdrawal from time to time by Mortgagor at the times and upon the satisfaction of such conditions as the Mortgagor and the Administrative Agent may agree.

Section 3.03 Status of Hydrocarbons after Sale of Collateral. Upon any sale of any of the Collateral by the Secured Party for the benefit of the Banks pursuant to Article V, the Hydrocarbons thereafter produced from and attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.04 No Liability of Administrative Agent and Trustee. The Secured Party and the Trustee are hereby absolved from all liability for failure to enforce collection of any such proceeds and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for proceeds actually received.

Section 3.05 Indemnification of Administrative Agent and Trustee. The Mortgagor shall indemnify the Secured Party and the Trustee and their respective shareholders, directors, officers, employees and agents against all claims, actions, liabilities, judgments, costs, attorneys' fees and other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by any of them as a consequence of the assertion, either before or after the payment in full of the Obligations, that the Secured Party and the Trustee received Hydrocarbons or proceeds pursuant to this Article which were claimed by or due to third persons. The Secured Party and the Trustee shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, the Secured Party or the Trustee, in the case of claims asserted against the Trustee, shall have the right to pay or compromise and adjust all Claims. The Mortgagor shall indemnify and pay to the Secured Party and the Trustee all such amounts as may be paid in respect thereof or as may be successfully adjudicated against the Secured Party or the Trustee. The liabilities of the Mortgagor as set forth in this Section shall survive the termination of this Instrument.

Section 3.06 Right to Receive Payments. The Secured Party shall have the immediate and continuing right pursuant to the assignment made in Section 3.01 above, to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and the Secured Party is hereby irrevocably appointed agent and attorney-in-fact of the Mortgagor for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that the Secured Party deems necessary in order for the Secured Party to collect and receive such production, proceeds and payments from any of the Payors. In addition, the Mortgagor agrees that upon the Secured Party's request made in accordance with the terms of

this Article III it will promptly execute and deliver to the Secured Party such transfer orders, payment orders, division orders and other instruments as the Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to the Secured Party pursuant to the rights of Secured Party granted in the first sentence of this Section 3.06 of all proceeds, production, and payments assigned hereunder. The Mortgagor hereby authorizes and directs that, upon the request of the Secured Party, all of the Payors shall, until the Secured Party directs otherwise, pay and deliver such proceeds, production or amounts d' ectly to the Secured Party for the account of the Banks at the Secured Party's address set forth in the introduction to this Instrument, or in such other manner as the Secured Party may direct such parties in writing, and this authorization shall continue until this Instrument is released. The Mortgagor agrees that all division orders, transfer orders, receipts and other instruments that the Secured Party may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production or payments may be relied upon in all respects, and that the same shall be binding upon the Mortgagor and it successors and assigns. No Payor making payments to the Secured Party at its request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to the Secured Party under such assignment shall be released thereby from any and all liability to the Mortgagor to the full extent and amount of all payments, production or proceeds so delivered. The Mortgagor agrees to indemnify and hold harmless any and all parties making payments to the Secured Party, at the Secured Party's request under the assignment contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to the Secured Party. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons. Should the Secured Party bring suit against any third party for collection of any amount or sums included within this assignment (and the Secured Party shall have the right to bring any such suit), it may sue either in its own name, in the names of the Banks or in the name of the Mortgagor, or any of the foregoing. As used in this paragraph, the terms "Secured Party" and "the Trustee" shall collectively mean and include not only the Secured Party or the Trustee respectively described herein but also any Bank, and any respective persons or entities owned or controlled by or affiliated with the Secured Party or the Trustee.

Section 3.07 No Assumption of Mortgagor's Duties. Nothing in this Instrument shall be deemed or construed to create

a delegation to or assumption by the Secured Party or the Trustee, of the duties and obligations of the Mortgagor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to the Mortgagor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of the Mortgagor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by the Secured Party or by the Trustee, prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 3.08 No Limitation of Remedies. The assignment of production and proceeds herein made shall not be construed to limit in any way the Secured Party's other rights hereunder, including, without limitation, its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default. Monies received under the assignments herein made shall not be deemed to have been applied in payments of Obligations unless and until such monies actually are applied thereto by the Secured Party, but such monies shall be applied by the Secured Party as required by and provided for in the Credit Agreement. The assignment of production made pursuant to this Instrument is limited to the rights, if any, of the Mortgagor, whether now owned or hereafter acquired, in and to such production.

ARTICLE IV

Termination

If all of the Obligations of the Mortgagor shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Obligations, the Secured Party shall, upon the request of the Mortgagor, execute, acknowledge and deliver to the Mortgagor proper instruments evidencing the termination of this Instrument. The Mortgagor shall pay all reasonable legal fees and other reasonable expenses incurred by the Secured Party for preparing and reviewing such instruments of termination and the execution and delivery thereof, and the Secured Party may require payment of the same prior to delivery of such instruments. Otherwise, this Instrument shall remain and continue in full force and effect.

ARTICLE V

Default

Section 5.01 Nature of Events. Any of the following events shall constitute an "Event of Default" under this Mortgage (individually, an "Event of Default," and collectively, "Events of Default") (whether such event be voluntary or involuntary or occur or be effected by operation of law or otherwise):

A. A default under Sections 2.03 through 2.16 inclusive shall occur and shall continue unremedied for a period of ten days (provided that, if any representation or warranty made by the Mortgagor in Section 2.02 or Section 2.08 hereof shall prove to be false or misleading in any respect, the same shall not constitute an Event of Default unless the Mortgagor (i) shall have actual knowledge thereof on the date hereof or (ii) shall obtain actual knowledge after the date hereof and shall fail to give notice thereof to the Secured Party within 10 days thereafter); or

B. Any Event of Default (as such term is defined in the Credit Agreement), other than an event described in paragraph A of this Section 5.01, shall occur.

Section 5.02Fixtures. Upon the occurrence and during the continuance of an Event of Default, the Secured Party or the Trustee may, to the extent permitted under applicable law, elect to treat the fixtures included in the Collateral either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Collateral made under the powers of sale herein granted and conferred, the Secured Party or the Trustee may, to the extent permitted by applicable law, include in such sale any personal property and fixtures included in the Collateral and relating to such real property.

Section 5.03 Rights and Powers of Trustee and Secured Party Generally.

(a) Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies herein conferred, the Secured Party shall have all of the rights and remedies of a mortgagee (the power of sale permitted and provided by applicable statute being hereby expressly granted by the Mortgagor to the Secured Party) as to all of the Collateral

other than the DT Collateral granted, conferred or permitted by applicable law, and the Trustee shall have all of the rights and remedies of a mortgagee and trustee under a deed of trust as to the DT Collateral granted, conferred or permitted by applicable law, and the Secured Party shall have all of the rights of a beneficiary thereunder. The Secured Party (and the Trustee, with respect to the DT Collateral) shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property included in the Collateral or any part thereof, to exclude the Mortgagor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as the Secured Party may deem proper, and to demand, collect and retain the proceeds of production of several Hydrocarbons as provided in Article III hereof.

(b) Upon the occurrence and during the continuance of an Event of Default, in addition to all other powers, rights and remedies herein granted or by law or equity conferred, the Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that purpose the Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. The Secured Party may require the Mortgagor to assemble such personal property and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by the Secured Party of any of its remedies with respect to personal property:

(i) If notice is required by applicable law, five days' prior written notice (unless applicable otherwise specifies) of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to the Mortgagor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(ii) Without in any way limiting the right and authority of the Secured Party to sell or otherwise dispose

of Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable: (A) the Secured Party may hold a public sale of the Collateral at such place or places and otherwise in such manner as the Trustee may elect, after having provided the Mortgagor with five days' notice of such sale; (B) the Collateral may be sold for cash; and (C) the Secured Party, any Bank or any other person owning, directly or indirectly, any interest in any of the Obligations may be a purchaser at such sale.

(iii) If the Secured Party in good faith believes that the Securities Act of 1933 or any other state or Federal law prohibits or restricts the customary manner of sale or distribution of any of such property, the Secured Party may sell such property privately or in any other manner deemed advisable by the Secured Party at such price or prices as the Secured Party determines in the reasonable discretion of the Secured Party. The Mortgagor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by the Secured Party may result in a lower sales price than if the sale were otherwise held.

Section 5.04 Election of Remedies. Upon the occurrence of any of the Events of Default, or at any time thereafter, the Secured Party (and the Trustee with respect to the DT Collateral), in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred (including, without limitation, as provided by law for the foreclosure of mortgage on real property), may, without notice, demand or declaration of default, which are hereby waived by the Mortgagor, (A) enter, take possession of and operate the Mortgaged Property in accordance with Section 5.03(a) hereof or (B) proceed by an action or actions in equity or at law (i) for the seizure and sale of the real property included in the Collateral or any part thereof, (ii) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or remedy herein granted or by law or equity conferred, (iii) for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, (iv) for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or (v) for the enforcement of any other appropriate equitable or legal remedy.

Section 5.05 Sale of Collateral. Upon the occurrence of any of the Events of Default, or at any time thereafter, the Secured Party may, with respect to all or any portion of the Collateral other than the DT Collateral and the Trustee shall, with respect to all or any part of the DT Collateral, in response to the Secured Party's or any Bank's requests (which the Mortgagor agrees shall be presumed to have been made), subject to any mandatory requirements of applicable law, sell or have sold the Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law or by this Instrument, or, in the absence of any such requirement, as the Secured Party (or the Trustee, as regards the DT Collateral) may reasonably deem appropriate. The Secured Party (or the Trustee, as regards the DT Collateral) shall make a conveyance to the purchaser or purchasers thereof, and, in the event that the application of the sale proceeds as provided herein are or will not be sufficient to pay in full all of the amounts referred to in paragraphs A and B of Section 5.11 hereof, the Mortgagor shall warrant title thereto to such purchaser or purchasers. The Secured Party (or the Trustee, as regards the DT Collateral) may postpone the sale of such Collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of such Collateral or any defective or irregular sale hereunder will not exhaust the power of sale, and sales may be made from time to time until all such Collateral is sold without defect or irregularity or the Obligations are paid in full. The Secured Party (or the Trustee) shall have the right to appoint one or more substitute Trustee or attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of the Secured Party (or the Trustee, as regards the DT Collateral) and the Mortgagor shall deliver all of the Collateral to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of the Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

Section 5.06 Secured Party and Banks as Purchasers. The Secured Party and any Bank (or any other person owning, directly or indirectly, any interest in any of the Obligations) shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the

amount payable to it out of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including, without limitation, non-payment of the Obligations and advertisement and conduct of such sale in manner provided herein or provided by law. The Mortgagor does hereby ratify and confirm all legal acts that the Secured Party and the Trustee may do in carrying out the provisions of this Instrument.

Section 5.07 Mortgagor's Cooperation Required. Any sale of the Collateral or any part thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of the Mortgagor in and to the property sold and will be a perpetual bar against the Mortgagor. Nevertheless, if requested by the Secured Party so to do, the Mortgagor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and the Mortgagor agrees that if the Mortgagor retains possession of the property or any part thereof subsequent to such sale, the Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if the Mortgagor remains in possession after demand to remove, be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to the Mortgagor by reason thereof are hereby expressly waived by the Mortgagor.

Section 5.08 Mortgagor's Waiver of Rights. The Mortgagor acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights, under applicable law, with respect to this Instrument, the Obligations and the Collateral. Nevertheless, the Mortgagor hereby waives and relinquishes, to the maximum extent permitted by law, and subject to any mandatory requirements of applicable law, and the Mortgagor hereby agrees that the Mortgagor shall not at any time hereafter have or assert, any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension, redemption, the maturing or declaring due of the whole or any part of the Obligations, notice (whether of defaults, advances, the creation, existence, extension or renewal of Obligations, or otherwise), subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Obligations (including, without limitation, setoff), now or hereafter in force. The Mortgagor expressly agrees that the Mortgagee may

[redacted] [redacted] [redacted]

offer the Collateral constituting real property other than DT Collateral, and Trustee may offer the DT Collateral, as a whole or in such parcels or lots as the Secured Party, in its sole discretion elects, regardless of the manner in which such Collateral may be described.

Section 5.09 Additional Remedies. Upon the occurrence of an Event of Default, the Secured Party may exercise its rights of enforcement with respect to the Collateral under the Uniform Commercial Code in force in any state to the extent the same is applicable law) and in conjunction with, in addition to or in substitution for those rights and remedies:

A. the Secured Party may enter upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable;

B. the Secured Party may require Mortgagor to assemble the Collateral and make it available at a place the Secured Party designates which is mutually convenient to allow the Secured Party to take possession or dispose of the Collateral;

C. any sale made pursuant to the provisions of this section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Mortgaged Properties under power of sale as provided for in this Instrument;

D. in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Collateral and the Mortgaged Properties may, at the option of the Secured Party, be sold as a whole;

E. prior to application of proceeds of disposition of the Collateral to the secured indebtedness, such proceeds shall be applied to the reasonable fees and expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by the Secured Party;

F. any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to the Secured Party having declared all of such indebtedness to be due and payable, or as to notice of

time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by the Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

G. the Secured Party 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 Trustee, including the sending of notices and the conduct of the sale, but in the name and on behalf of the Trustee.

Section 5.10 Costs and Expenses. All reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, legal expenses, filing fees, and mortgage, transfer, stamp and other excise taxes) incurred by the Secured Party and by the Trustee in perfecting, protecting and enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a part of the Obligations described in Section 1.01.C. hereof.

Section 5.11 Proceeds of Sale of Collateral. To the extent permitted by applicable law, the proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Secured Party and the Trustee and the fees and expenses of their respective agents and counsel, and all expenses incurred and advances made by the Secured Party and the Trustee in connection therewith; and

B. Next, to the payment in full of the Obligations, equally and ratably in accordance with the amounts thereof due and owing or as the Banks holding the same may otherwise agree, and/or prepayment of the Obligations, in such order as the Secured Party shall elect; and

C. Finally, to the payment to the Mortgagor or its successors or assigns any surplus then remaining.

As used in this Article 5, "proceeds" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of

any debt of the Mortgagor or any issuer of or obligor on any of the Collateral.

Section 5.12 Protection of Purchasers. Upon any sale made under the powers of sale herein granted and conferred, the receipt of the Trustee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of the Trustee be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

Section 5.13 Foreclosure Rights. The Secured Party shall, to the extent permitted by applicable law, have the option to proceed with foreclosure or the exercise by the Trustee of the power of sale in satisfaction of any part of the Obligations without declaring the whole of the Obligations as immediately mature, and such foreclosure or sale may be made subject to the unmatured part of the Obligations, and it is agreed that such foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part of the Notes, this Instrument and the Credit Agreement shall remain in full force and effect just as though no foreclosure or sale had been made. Several foreclosures or sales may be made without exhausting the right of foreclosure or the power of sale for any unmatured part of the Obligations, it being the purpose to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power of foreclosure and the power to sell the Collateral for any other part of the Obligations.

Section 5.14 Resignation of Operator. In addition to all rights and remedies under the Basic Documents, at law and in equity, if any Event of Default shall occur and Trustee or Administrative Agent shall exercise any remedies under the Security Documents with respect to any portion of the Collateral (or Mortgagor shall transfer any Collateral "in lieu of" foreclosure), Administrative Agent or Trustee shall have the right to request that any operator of any Mortgaged Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable thereto, and no later than sixty (60) days receipt by Mortgagor of any such request, Mortgagor shall resign (or cause such other party to resign) as operator of such Mortgaged Property and shall nominate, vote for and/or appoint the Person proposed by Administrative Agent as successor operator of such Mortgaged Property.

ARTICLE VI

Definitions

Section 6.01 Certain Definitions. Terms defined in the Credit Agreement are used herein as defined therein, unless otherwise defined herein.

Section 6.02 Additional Definitions. As used herein, the following terms shall have the following meanings (all terms defined in this Section 6.02 or in other provisions of this Instrument in the singular to have the same meanings when used in the plural and vice versa):

"Administrative Agent" shall have the meaning given to such term in the second paragraph on page 1 hereof.

"Banks" shall mean those banks listed on the signature pages of the Credit Agreement and all assignees thereof as provided in Section 11.06 of the Credit Agreement.

"Basic Documents" shall mean, collectively, the Credit Agreement, the Notes and the Security Documents.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York City.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time.

"Chase" shall mean The Chase Manhattan Bank (National Association).

"Collateral" shall have the meaning give to such term in Recital 3 hereof.

"Credit Agreement" shall have the meaning given to such term in Recital 1 hereof.

"DT Collateral" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Effective Date" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Encumbrances" shall have the meaning given to such term in Section 2.02.

"Environmental Law" shall mean any and all federal, state, local and foreign statutes, codes, laws, regulations, ordinances, rules, judgments, injunctions, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions imposing liability or standards of conduct concerning or otherwise relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, recycling, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

"Event of Default" shall have the meaning given to such term in Section 5.01 hereof.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (a) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Chase on such day on such transactions as determined by the Administrative Agent.

"Hydrocarbons" shall mean, collectively, oil, gas, casinghead gas, condensate, natural gas liquids finished and unfinished petroleum products and other liquid or gaseous hydrocarbons (including, without limitation, all liquefiable hydrocarbons and other products that may be extracted from gas and gas condensate by processing thereof in a gas processing plant).

"Instrument" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Lands" shall have the meaning given to such term in Recital 3 hereof.

"Leases" shall have the meaning given to such term in Recital 3 hereof.

"Lien" shall mean, with respect to any property, any mortgage, lien, security interest, assignment of production, pledge, charge, burden, encumbrance, carried interest or reversionary interest of any kind or character in respect of such property. For purposes of this Instrument, a Person shall be deemed to own subject to a Lien any property which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property.

"Loans" shall mean the loans provided for by Section 2.01 of the Credit Agreement.

"Majority Banks" shall have the meaning given to such term in Section 1.01 of the Credit Agreement.

"Mortgage" shall mean this Instrument.

"Mortgaged Property" shall have the meaning given to such term in Recital 3 hereof.

"Mortgagor" shall have the meaning given to such term in the first paragraph on page 1 hereof.

"Notes" shall mean the promissory notes provided for by Section 2.07 of the Credit Agreement.

"Obligations" shall have the meaning given to such term in Section 1.01 hereof.

"Payors" shall have the meaning given to such term in Section 3.01 hereof.

"Permitted Liens" shall have the meaning given to such term in the Credit Agreement.

"Person" shall mean any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

"Post-Default Rate" means a rate per annum during the period from and including the due date to but excluding the date on which such amount is paid equal to the lesser of (i) 4.25% plus

the Federal Funds Rate or (ii) the highest rate allowed by applicable law.

"Reserve Report" shall have the meaning given to such term in Section 2.02(a) hereof.

"Secured Party" shall mean the party so designated in the second paragraph on page 1 hereof.

"Security Documents" shall mean, collectively, the Mortgage and all Uniform Commercial Code financing statements required by the Credit Agreement and the Mortgage to be filed with respect to the security interests in personal property and fixtures created pursuant to the Mortgage.

"Trustee" shall mean the party so designated in the second paragraph on page 1 hereof.

ARTICLE VII

Trustee

Section 7.01 Resignation or Removal of Trustee. The Trustee may resign in writing addressed to the Secured Party or be removed at any time with or without cause by an instrument in writing duly executed by the Secured Party. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by the Secured Party without formality other than an appointment and designation in writing, unless otherwise required by applicable law. Such appointment and designation will 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 Instrument will vest in the named successor trustee all the right, title and interest of the Trustee in all of the DT Collateral, and said successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee; provided that the Secured Party may at its option, appoint and designate several successor trustees, and in such manner, appoint and designate a different successor trustee for each state wherein a portion of the DT Collateral is located, as described in such written appointment and designation, and upon the making of any such appointment and designation, this Instrument will vest in each such named successor trustee all of the right, title and interest of the Trustee in that portion of the DT Collateral ascribed to such named successor trustee, and each such named successor trustee will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby

conferred upon the Trustee in that portion of the DT Collateral ascribed to such named successor trustee. All references herein to the Trustee will be deemed to refer to the trustee or trustees from time to time acting hereunder.

Section 7.02 The Trustee's Powers. At any time, or from time to time without liability therefor and without notice, upon written request of the Secured Party and presentation of this Instrument and the Notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the Obligations secured hereby or the effect of this Instrument upon the remainder of the Collateral, the Trustee may (a) reconvey any part of the DT Collateral, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

Section 7.03 Collateral Other Than DT Collateral. The signature of the Trustee shall not be necessary on any instrument affecting Collateral other than the DT Collateral, including any instrument evidencing the partial or full release or reconveyance of the lien of this Instrument on Collateral other than DT Collateral and the Trustee's signature shall be necessary on any instruments affecting the DT Collateral, including any instrument evidencing the partial or full release or reconveyance of the lien of this Instrument on the DT Collateral, only to the extent required by applicable law.

Section 7.04 Indemnification of Trustee. The Secured Party shall indemnify the Trustee and its shareholders, directors, officers, employees and agents against all claims, actions, liabilities, judgments, costs, attorneys fees or other charges of whatsoever kind or nature made against or incurred by any of them, and arising out of the performance by the Trustee of the duties of the Trustee hereunder.

ARTICLE VIII

Miscellaneous Provisions

Section 8.01 Lien on Remaining Collateral. No failure on the part of the Secured Party or the Trustee to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Instrument shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Instrument preclude any other

or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 8.02 Cumulative Rights; Waivers; Modifications. Each and every right, power and remedy hereby granted to the Secured Party (or to the Trustee) shall be cumulative (but not duplicative) and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Secured Party (or by the Trustee, as the case may be), and the exercise of any such right, power or remedy will 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 Secured Party (or by the Trustee, as the case may be) in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any and all covenants of the Mortgagor in this Instrument may from time to time, by instrument in writing signed by the Secured Party, be waived to such extent and in such manner as the Secured Party may desire, but no such waiver will ever affect or impair the rights of the Secured Party (or the Trustee) hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Instrument must be in writing and signed by the Mortgagor and the Secured Party.

Section 8.03 Severability of Provisions. If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of the Secured Party and the Trustee in order to carry out the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Collateral is situated will be deemed inapplicable to, and not used in, the interpretation hereof. If any lien, encumbrance or security interest evidenced or created by this Instrument is invalid or unenforceable, in whole or in part, as to any part of the Obligations or Collateral, such portion, if any, of the Obligations as is not secured by the Collateral hereunder shall be paid prior to the payment of the secured portion of the Obligations, and all payments made on the Obligations (including,

without limitation, cash and/or property received in connection with sales of Collateral pursuant to Article V hereof) shall, unless prohibited by applicable law or unless the Secured Party, in its sole and absolute discretion, otherwise elects, be deemed and considered to have been first paid on and applied to payment in full of the unsecured or partially secured portion of the Obligations, and the remainder to the secured portion of the Obligations.

Section 8.04 Substitution and Subrogation. This Instrument is made with full substitution and subrogation of the Secured Party and of the Trustee in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof. To the extent that proceeds of any Note are owed to pay any outstanding lien, charge or encumbrance against the Collateral, such proceeds have been or will be advanced by the Secured Party at the Mortgagor's request and the Secured Party shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

Section 8.05 Nature of Instrument. This Instrument will 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, as is appropriate under applicable state law. A carbon, photographic or other reproduction of this Instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 8.06 Financing Statement; Fixture Filing. This Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Collateral and is to be filed for record in the real estate records of each county where any part of the Collateral (including said fixtures) are situated. This Instrument shall also be effective as a financing statement covering minerals or the like (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Uniform Commercial Code as enacted in any other state where the Collateral is situated and is to be filed for record in the real estate records of each county where any part of the Collateral is situated. In addition, the Mortgagor shall execute and deliver to the Secured Party, upon the Secured Party's request, any financing statements or amendments thereof or

continuation statements thereto that the Secured Party may require to perfect a security interest in said items or types of property. The Mortgagor shall pay all costs of filing such instruments. In that regard, the following information is provided:

Name of Debtor:
BIG WEST OIL & GAS INC., a Utah corporation

Address of Debtor:
See introductory paragraph of this Instrument

County of Residence/
Principal Place of
Business of Debtor:
Davis County, Utah

Tax I.D. Number of
Debtor:
87-0546778

Name of Secured
Party:
THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)

Address of
Secured Party:
See introductory paragraph of this Instrument

Tax I.D. Number of

Secured Party:
13-2633613

Owner of Record
of Real Property:
BIG WEST OIL & GAS INC., a Utah corporation

Address of Owner
of Record of
Real Property: See introductory paragraph of this Instrument

Description of
Real Property: See Exhibit A of this Instrument

Section 8.07 Interest. All interest required hereunder and under the Obligations shall be calculated on the basis of actual days elapsed and a year of 360 days.

Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, the Mortgagor shall be required to pay only such maximum legal rate. All agreements between the Mortgagor and the Secured Party are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Mortgagor for the use, forbearance, or detention of the money due under the Note secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity.

SECTION 8.08 GOVERNING LAW. INSOFAR AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS INSTRUMENT AND THE OBLIGATIONS SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING CHOICE OF LAW AND CONFLICT OF LAW RULES); PROVIDED, HOWEVER, THAT, WITH RESPECT TO ANY PORTION OF THE COLLATERAL LOCATED OUTSIDE OF THE STATE OF NEW YORK, THE LAWS OF THE PLACE IN WHICH SUCH PROPERTY IS LOCATED (AND STATE LAW MADE APPLICABLE AS A MATTER OF FEDERAL LAW) SHALL APPLY TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE CREATION, PERFECTION, EFFECT OF PERFECTION AND NON-PERFECTION, FORECLOSURE OF LIENS AND SECURITY INTERESTS AND ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE COLLATERAL. THE MORTGAGOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW YORK AND EACH OTHER STATE WHERE THE COLLATERAL IS LOCATED AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS INSTRUMENT, THE BASIC DOCUMENTS OR THE OBLIGATIONS IN THE CASE OF A PROCEEDING IN ANY OF SUCH STATES, BY SERVING THE SECRETARY OF STATE OF SUCH STATE IN ACCORDANCE WITH ANY APPLICABLE PROVISIONS OF SUCH STATE'S LAW GOVERNING SERVICE OF PROCESS UPON FOREIGN CORPORATIONS OR ENTITIES.

Section 8.09 Counterparts. This Instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts parts of Exhibit A containing specific descriptions which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. A complete copy of this Instrument will be filed for record in the Office of the County Clerk of Duchesne County, Utah. As to counterparts to be filed in certain states, the signatures and acknowledgments by the

Administrative Agent may be omitted if not required by applicable law. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 8.10 Recording References. Unless otherwise specified in Exhibit A, all recording references in Exhibit A are to the official real property records of the county in which the affected land is located. The reference in Exhibit A to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 8.11 Notices. All notices, demands, consents, requests or other communications (collectively, "notices") permitted or required to be given by any party to any other hereunder shall be in writing and given in the manner specified in Section 11.02 of the Credit Agreement; provided that notices to the Trustee shall be addressed to the Trustee at its office set forth on page 1 hereof.

Section 8.12 Successors and Assigns. This Instrument applies to, inures to the benefit of and binds the parties hereto and their respective successors and assigns and shall run with the Properties.

Section 8.13 Financing of Extracted Minerals. The above described 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 wellhead of the wells or wells located on the Mortgaged Property or on lands pooled or unitized therewith. This Instrument is to be filed for record in, among other places, the real estate records of each county in which the Mortgaged Property is located; to wit, all of those listed in Exhibit A.

Section 8.14 Enforcement by Administrative Agent. The Secured Party shall be entitled to enforce payment of any indebtedness and performance of any other of the Obligations secured hereby and to exercise all rights and powers under this Instrument or under any other Basic Documents or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect the Secured Party's right to realize upon or enforce any other

security now or hereafter held by the Secured Party, it being agreed that the Secured Party shall be entitled to enforce this Instrument and any other security now or hereafter held by the Secured Party in such order and manner as it may in its absolute discretion determine.

Section 8.15 Administrative Agent as Attorney-in-Fact. Upon the occurrence and during the continuance of an Event of Default hereunder, the Mortgagor hereby irrevocably designates the Secured Party as its attorney-in-fact and grants to the Secured Party appropriate powers of attorney to act for and on behalf of the Mortgagor with the Department of Interior and all other agencies, departments and subdivisions of the United States of America and of all states, in all transactions relating to the Collateral or any part thereof. The Mortgagor hereby authorizes and directs all such agencies, departments and subdivisions to rely upon any writing from the Secured Party asserting that an Event of Default hereunder has occurred, without inquiry into whether or not such Event of Default actually occurred, and the Mortgagor agrees that the exercising by the Secured Party of such powers of attorney may be relied upon in all respects and, as between the Mortgagor and such agency, department or subdivision, shall be binding upon the Mortgagor.

Section 8.16 Request of Notice of Sale. The Mortgagor hereby requests that a copy of any notice of sale hereunder be mailed to it at the address of the Mortgagor set forth in the Credit Agreement.

Section 8.17 Captions. The captions or headings at the beginning of Articles and Sections hereof are for the convenience of the parties and are not a part of this Instrument.

Section 8.18 Attorneys' Fees. If any Event of Default occurs and is continuing, the Mortgagor promises to pay all reasonable costs of enforcement and collection, including, but not limited to, attorneys' fees, whether or not such enforcement and collection includes the filing of a lawsuit.

Section 8.19 Interpretation. In this Instrument the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.20 Purpose of the Loans. The loans evidenced by the Notes secured by this Instrument have been or will be obtained for business or commercial purposes, and the

proceeds thereof will not be used for personal, family, leasehold or agricultural purposes.

Section 8.21 Relationship of Parties. The relationship between the Mortgagor and the Secured Party is that of debtor and creditor only and neither the Mortgagor nor the Secured Party is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other.

Section 8.22 The Secured Party's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Instrument upon any portion of the Premises not then or theretofore released as secured for the full amount of all unpaid Obligations, the Secured Party may, from time to time and without notice, (a) release any persons liable, (b) extend the maturity or alter any of the terms of any such obligation, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed at any time at the Secured Party's option any parcel, portion or all of the Collateral, (e) take or release any other or additional security for any obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

Section 8.23 Rule Against Perpetuities. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years and 364 days after the death of the last surviving descendant of George Herbert Walker Bush (41st President of the United States) who is alive on the execution and delivery of this Instrument.

Section 8.24 Limitation on Collateral. To the extent any of the Collateral in which a lien, pledge, security interest or other encumbrance is purported to be granted hereby consists of leases from the United States of America (the "Federal Leases") or any Indian tribal leases ("Tribal Leases"), the grant of any such purported lien, pledge, security interest or other encumbrance in such Federal Leases or Tribal Leases pursuant to the terms hereof shall be effective to the extent permissible under the Mineral Leasing Act of 1920 Section 30 U.S.C. §181, et seq., all rules and regulations promulgated thereunder, 43 C.F.R. §3000, et seq., or other applicable law.

IN WITNESS WHEREOF, the Mortgagor, has, on the date set forth in the acknowledgment hereto, effective as of the date and time first above written caused this Instrument to be duly executed before me, the undersigned Notary Public in and for the County of Box Elder, State of Utah, in the presence of competent witnesses, after due reading of the whole.

MORTGAGOR:

BIG WEST OIL & GAS INC.,
a Utah corporation

ATTEST:

By: James W. Wilson
~~J. Philip Adams,~~ President
James W. Wilson, Vice

Barre G. Burgon,
Secretary

[SEAL]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Box Elder

The foregoing instrument was acknowledged before me on October 30, 1995, by James W. Wilson Vice Pres. of Big West Oil & Gas Inc., a Utah corporation, on behalf of said corporation.

WITNESS my hand and seal hereto affixed the day and year first above written.

[S E A L] NOTARY PUBLIC SHAUNA L. SAMUELSON 1165 East Sycamore Avenue Brigham City, UT 84302 My Commission Expires: 3-10-99 State of Utah

Shauna L. Samuelson
Notary Public, in and for the
State of Utah

Notary's Printed Name:
Shauna L. Samuelson

My Commission Expires:
3/10/99

Mortgage

SCHEDULE I

Rates of Interest

Under the revolving credit facility established in the Credit Agreement, Mortgagor, as borrower, may borrow sums at one of two stated interest rates. Mortgagor may select either the Eurodollar Rate or the Base Rate (as such terms are defined below). "Eurodollar Rate" means, for any interest period therefor, a rate determined by Administrative Agent to be equal to the quotient of (a) the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) quoted by Administrative Agent at approximately 11:00 a.m. London time (or as soon thereafter as practicable) on the date two Business Days prior to the first day of such interest period for the offering by Administrative Agent to leading banks in the London interbank market of dollar deposits having a term comparable to such interest period and in an amount comparable to the principal amount of the loan to be made at such rate for such interest period (rounded upwards, if necessary, to the nearest 1/100 of 1%) divided by (b) the difference of (i) 1 minus (ii) the reserve requirement for such loan for such interest period, as set forth in the Credit Agreement. "Base Rate" means, for any day during the interest period therefor, the higher of (a) the sum of the rate per annum for such day (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the business day next succeeding such day (the "Federal Funds Rate"), provided that (a) if the day for which such rate is to be determined is not a business day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding business day as so published on the next succeeding business day and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Administrative Agent on such day on such transactions as determined by Administrative Agent, plus 1/2 of 1% and (b) the rate of interest from time to time announced by Administrative Agent at Administrative Agent's principal office as its prime commercial lending rate.

[redacted]

Lease Date 06/02/1994
Recorded /
Lessor [redacted]
Lessee WYOMING 94-00293 STATE OF
Tract: 00 CENEX INC
Township 33 North-Range 109 West, 6th PM
Section 16: All

CENEX Lease No. WY1629
Prospect Name PINEDALE
Lease Date 06/02/1994
Recorded /
Lessor WYOMING 94-00294 STATE OF
Lessee CENEX INC
Tract: 00 Township 33 North-Range 109 West, 6th PM
Section 36: NW4NE4, S2NE4, NW4, S2

CENEX Lease No. WY1647
Prospect Name PINEDALE
Lease Date 02/01/1995
Recorded /
Lessor USA WYW-135123
Lessee CENEX INC
Tract: 00 Township 32 North-Range 109 West, 6th PM
Section 4: Lots 5-7, 11-14
Section 5: Lot 1
Section 10: W2NE4, W2, SE4
Section 14: W2NW4, SE4NW4, SW4, W2SE4, SE4SE4
Section 15: E2
Section 18: Lots 1-12
Section 19: Lots 1-12

CENEX Lease No. WY1648
Prospect Name NORTH MOXA
Lease Date 02/01/1995
Recorded /
Lessor USA WYW-135131
Lessee CENEX INC
Tract: 00 Township 28 North-Range 110 West, 6th PM
Section 1: Lots 1-4, S2
Section 12: SE4
Section 13: E2
Section 24: All
Section 25: N2

CENEX Lease No. WY1649
Prospect Name PINEDALE
Lease Date 10/03/1994
Recorded 100/576
Lessor PAUL C HAGENSTEIN AND BETTE ANN HAGENSTEIN
Lessee DUAL RESOURCES INC
Tract: 00 Township 33 North-Range 109 West, 6th PM
Section 14: W2SE4, E2SW4
Section 22: NE4
Section 23: N2, and that part of the E2SE4 more particularly described as follows:
Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89 degrees 59 minutes West 660.00 feet along the south line of said Section 23 to a point; thence North 36 degrees 7 minutes West 1113.10 feet to a point on the west line of the said E2SE4; thence North 0 degrees 4 minutes East, 1765.00 feet along the said west line to the northwest corner of the said E2SE4; thence South 89 degrees 59 minutes East, 1318.70 feet along the north line of the said E2SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 0 degress 6 minutes West, 2663.70 feet along the east line

of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;
Section 24: SW4

CENEX Lease No.	WY1650
Prospect Name	PINEDALE
Lease Date	08/04/1994
Recorded	99O&G/404
Lessor	STEELE RANCHES PARTNERSHIP
Lessee	DUAL RESOURCES INC
Tract: 00	Township 34 North-Range 109 West, 6th PM Section 30: Lots 2(33.76), 3(33.88), SW4NE4, SE4NW4 Township 34 North-Range 110 West, 6th PM Section 25: NE4NE4, S2NE4, S2NW4, W2SE4, NE4SE4

CENEX Lease No.	WY1651
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/579
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 27: NE4, E2NW4, NW4NW4, N2SE4

CENEX Lease No.	WY1652
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/583
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 22: S2

CENEX Lease No.	WY1653
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/587
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 26: SW4 Section 35: N2NW4, NE4, SE4NW4

CENEX Lease No.	WY1654
Prospect Name	PINEDALE
Lease Date	10/01/1994
Recorded	100/591
Lessor	MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee	ENERGY INVESTMENTS INC
Tract: 00	Township 33 North-Range 109 West, 6th PM Section 25: SW4, W2SE4 Section 26: E2SE4, SW4SE4 being 334.66 acres more or less, less and except the following tracts: Tract 2: That part of the NW4SE4 of Section 25, Township 33 North; Range 109 West of the Sixth Principal Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres; Tract 3: A tract of land located in Sublette County, State of Wyoming in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows: Beginning at a point which is South 86 degrees 18 minutes

[redacted]

89 degrees 4 minutes 45 seconds East, a distance of 1084.58 fe[redacted] South 57 degrees 20 minutes East, a distance o[redacted] 1[redacted]et; thence South 32 degrees 40 minutes West, a distance of 600 feet; thence North 57 degrees 20 minutes West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less.

CENEX Lease No. WY1655
Prospect Name PINEDALE
Lease Date 10/01/1994
Recorded 100/595
Lessor MARGARET MOCROFT FAMILY LTD PARTNERSHIP
Lessee ENERGY INVESTMENTS INC
Tract: 00

Township 33 North-Range 109 West, 6th PM
Section 15: SW4
Section 21: E2NE4
Section 22: NW4

CENEX Lease No. WY1658
Prospect Name PINEDALE
Lease Date 08/04/1994
Recorded 99O&G/408
Lessor FRED E SHRIVER AND ERMA D SHRIVER ET AL
Lessee DUAL RESOURCES INC
Tract: 00

Township 34 North-Range 109 West, 6th PM
Section 29: SW4NW4, SW4 EXCEPTING THEREFROM those parcels conveyed as follows:
Forrest Gordon Cramer and Lelia Jean Cramer, husband and wife, by instrument recorded in Book 12 of Deeds, page 439;
Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick husband and wife, by instrument recorded in Book 13 of Deeds, page 519;
Kenneth K. Rowe and Elmira A. Rowe, husband and wife, by instrument recorded in Book 12 of Deeds, page 553;
Charles O. Fuller and Alice Fay Fuller, husband and wife, by instrument recorded in Book 13 of Deeds, page 83;
Rulon G. McRae and Nancy D. McRae, husband and wife, by instrument recorded in Book 13 of Deeds, page 445.

Township 34 North-Range 109 West, 6th PM
Section 30: Lot 1(38.63), SE4NE4, E2SE4, South 18 acres of the NE4NE4 and that portion of the SW4SE4 and the NE4 of Section 31, more particularly described as follows:
Beginning at the corner common to Sections 29, 30, 31 and 32, Township 34 North, Range 109 West, and proceeding thence southerly along the East boundary line of Section 31 a distance of 1580 feet, more or less, to a fence corner; thence proceeding along the fence N 38 degrees 16 minutes W, 344 feet thence N 20 degrees 42 minutes West, 501 feet; thence S 73 degrees 55 minutes W, 297 feet; thence N 23 degrees 35 minutes W, 506 feet; thence N 44 degrees 3 minutes W, 297 feet; thence N 12 degrees 0 minutes W, 852 feet, more or less, to the north line of the SW4SE4 of Section 30, Township 34 North, Range 109 West; thence proceeding Easterly along said north line of the SW4SE4 of Section 30 a distance of 686 feet, more or less, to the Northeast corner of the SW4SE4 of Section 30; thence porceeding Southerly along the East line of the SW4SE4 a distance of 1320 feet, more or less, to the Southeast corner of the SW4SE4 of Section 30; thence proceeding Easterly along the North line of the NE4 of Section 31, Township 34 North, Range 109 West, a distance of 1[redacted]feet, more or less, to the point of beginning.

Township 34 North-Range 109 West, 6th PM
Section 32: NW4NW4

472

Section 24: SE4
Section 25: NW4NE4

Tract: 01

Townwship 34 North-Range 109 West, 6th PM
Section 21: SW4, W2SE4
Section 28: NW4NW4, S2NW4, NE4SW4

CENEX Lease No. WY1657
Prospect Name PINEDALE
Lease Date 01/23/1995
Recorded 101/167
Lessor DAVID D MAYTAG AND BETTY A MAYTAG
Lessee DUAL RESOURCES INC
Tract: 00

Township 33 North-Range 109 West, 6th PM
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 degrees 5 minutes 1 second W, 894.53 feet, to a point; thence N 86 degrees 25 minutes 2 seconds W, 296.74 feet, to a point; thence S 3 degrees 23 minutes 4 seconds W, 754.04 feet, to a point; thence continuing S 3 degrees 23 minutes 4 seconds W, 225.77 feet, to a point; thence S 28 degrees 50 minutes E, 676.50 feet, to a point; thence S 25 degrees 32 minutes 3 seconds E, 257.64 feet, to a point, thence S 58 degrees 56 minutes 4 seconds E, 84.72 feet, to a point; thence S 51 degrees 46 minutes E, 215.47 feet, to a point; thence 27 degrees 48 minutes 8 seconds E, 298.12 feet to a point; thence S 2 degrees 27 minutes 4 seconds W, 464 feet, to a point; thence S 39 degrees 2 minutes 5 seconds E, 363.04 feet, to a point near the left bank of the New Fork River; thence S 3 degrees 18 minutes 2 seconds E, 37.26 feet to a point on the south line of the N2 of Section 15.

Section 15: W2E2 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 degrees 40 minutes 2 seconds E, a distance of 1338.77 feet; thence from said point of beginning S 13 minutes 3 seconds E, along the East boundary of said NW4NE4, 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 2 degrees 33 minutes 10 seconds 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 NW4NE4 thence N 89 degrees 40 minutes 2 seconds E, along said North boundary , a distance of 25.57 feet to the point of beginning.

CENEX Lease No. WY1672
Prospect Name NORTH MOXA
Lease Date 07/01/1995
Recorded /
Lessor USA WYW-136819
Lessee PLAINS PETROLEUM OPERATING COMPANY
Tract: 00

Township 28 North-Range 109 West, 6th PM
Section 23: All

CENEX Lease No. WY1673
Prospect Name NORTH MOXA
Lease Date 06/02/1991
Recorded /
Lessor WYOMING 91-00609 STATE OF
Lessee
Tract: 00

Township 27 North-Range 109 West, 6th PM
Section 16: All

[redacted] [redacted] [redacted]

EXHIBIT A, Part 2

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
CA0302	CHARTER 12-2 (GAS)	80.00000	60.00000	0.000000	COLUSA	CALIFORNIA
CA3101	TRANSAMERICA 10-1 (GAS)	80.00000	58.92539	0.000000	COLUSA	CALIFORNIA
CA3104	CA GATHERING SYSTEM	80.00000	80.00000	0.000000	COLUSA	CALIFORNIA
CA1701	TAYLOR SLOUGH #1 (GAS)	18.35712	13.60766	0.000000	CONTRA COSTA	CALIFORNIA
CA5101	BOWMAN ROAD 34-56X (GAS)	50.00000	41.58390	0.000000	SAN JOAQUIN	CALIFORNIA
CA0901	CLARK 3-18 (GAS)	40.00000	31.33320	0.000000	SUTTER	CALIFORNIA
CA0902	TOMLINSON 1-11 (GAS)	40.00000	31.33333	0.000000	SUTTER	CALIFORNIA
CA8901	ACKI FARMS 1-25 (GAS)	50.00000	39.66736	0.000000	YOLO	CALIFORNIA
CO2301	FEDERAL 10-34 (GAS)	80.16667	61.96552	0.328125	MOFFAT	COLORADO
CO2302	FEDERAL 2-1 (GAS)	78.75000	62.51773	0.562500	MOFFAT	COLORADO
CO2303	OKES 5-6 (GAS)	80.16667	66.88583	1.200000	MOFFAT	COLORADO
CO2304	BLUE GRAVEL 3-1 (GAS)	74.50000	61.51778	1.242000	MOFFAT	COLORADO
RR0048	YELLOWMULE A-1 MT	0.00000	0.00000	2.000000	BIG HORN	MONTANA
MT5801	NEWROBE #5 (GAS)	100.00000	83.33333	0.000000	GLACIER	MONTANA
MT5803	TRIBAL 24-1 (GAS)	12.02790	10.02320	0.000000	GLACIER	MONTANA
MTC101	BEARS DEN UNIT	40.00000	32.41365	0.000000	LIBERTY	MONTANA
MT8901	HAYES #1 (GAS)	100.00000	82.50000	0.000000	POWDER RIVER	MONTANA
MT8902	BRUNER 11-16 (GAS)	100.00000	82.50000	0.000000	POWDER RIVER	MONTANA
MT0220	DYNNESON 5-1	12.50000	10.93750	0.000000	RICHLAND	MONTANA
MT0271	NORGAARD #1	87.17600	70.06548	1.503000	RICHLAND	MONTANA
MT0272	DYNNESON 1-29	97.50000	76.93359	0.000000	RICHLAND	MONTANA
MT0273	ALLISON #1	97.50000	79.98047	0.000000	RICHLAND	MONTANA
MT0274	DYNNESON 7-29	100.00000	80.66534	0.000000	RICHLAND	MONTANA
MT0275	FEDERAL 12-28	100.00000	81.62747	0.000000	RICHLAND	MONTANA
MT0336	SUNWALL 3-8	100.00000	83.33333	0.000000	RICHLAND	MONTANA
MT0353	BOND 8-8	100.00000	77.90642	0.000000	RICHLAND	MONTANA
MT0354	DYNNESON #1	100.00000	84.37500	0.000000	RICHLAND	MONTANA
MT0355	DYNNESON #A2	100.00000	75.00000	0.000000	RICHLAND	MONTANA
MT0356	DYNNESON 16-7	100.00000	75.00000	0.000000	RICHLAND	MONTANA
MT0357	DYNNESON 5-7	100.00000	84.37500	0.000000	RICHLAND	MONTANA
MT0698	BN 8-23	49.80469	41.67481	0.000000	RICHLAND	MONTANA
MT1070	BAKKEN 31-11	1.25790	1.09071	0.000000	RICHLAND	MONTANA
MT1684	ANDERSON 2-6	0.00000	0.00000	3.750000	RICHLAND	MONTANA
MT1686	DYNNESON 9-4	0.00000	0.00000	1.375000	RICHLAND	MONTANA
MT1901	CANDEE 1-29	100.00000	84.00000	0.000000	RICHLAND	MONTANA
MT2201	DORE 4-19	40.00000	33.91797	0.000000	RICHLAND	MONTANA
MT4038	CENEX SA-30 (SWD)	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT4074	FEDERAL 13-30	90.00000	67.35000	0.000000	RICHLAND	MONTANA
MT4080	FEDERAL 14-32	86.25000	64.66875	0.000000	RICHLAND	MONTANA
MT4091	STATE 8-36	92.26730	80.73389	0.000000	RICHLAND	MONTANA
MT4094	FEDERAL 15-30	86.25000	64.56875	0.000000	RICHLAND	MONTANA
MT4097	UNIT 5-30	78.56499	59.33250	0.000000	RICHLAND	MONTANA
MT4101	DAVID ALBIN #3	37.50000	32.31250	0.000000	RICHLAND	MONTANA
MT4102	ALBIN 1-33	68.14159	58.04843	0.000000	RICHLAND	MONTANA
MT7582	BN VAIRA LEASE	100.00000	78.75000	0.000000	RICHLAND	MONTANA
MT8537	SORENSON 8-17	48.41300	38.53632	0.000000	RICHLAND	MONTANA
MT8573	LARSON 15-21	50.00000	42.50000	0.000000	RICHLAND	MONTANA
MT8575	GARTNER #1	50.00000	39.30839	1.728670	RICHLAND	MONTANA
MT8577	SUNWALL 15-15	50.00000	43.75000	0.000000	RICHLAND	MONTANA
MT8578	SIMARD 15-27	50.00000	42.25000	0.000000	RICHLAND	MONTANA
MT8584	FISCHER 28-24	17.50000	14.96250	0.000000	RICHLAND	MONTANA
MT8585	ANDERSON 9-26	50.00000	42.50000	0.000000	RICHLAND	MONTANA
MT8587	CUNDIFF 8-22R	50.00000	40.69063	0.000000	RICHLAND	MONTANA

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
MT8588	CUNDIFF 3-22 (SWD)	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT8589	SIMARD 6-27	100.00000	100.00000	0.000000	RICHLAND	MONTANA
MT8590	STATE 3-16	50.00000	43.75000	0.000000	RICHLAND	MONTANA
MT8599	SIMARD 10-27	23.43750	19.80469	0.000000	RICHLAND	MONTANA
RR0021	PREVOST 1-30 MT	0.00000	0.00000	1.873850	RICHLAND	MONTANA
RR0027	DIGE 5-4 MT	0.00000	0.00000	0.195690	RICHLAND	MONTANA
RR0044	PREVOST 1-19 MT	0.00000	0.00000	2.500000	RICHLAND	MONTANA
RR0029	DYNNESON 16-30 MT	0.00000	0.00000	1.250000	RICHLAND	MONTANA
MT0010	LANDER 1-3	49.95517	40.67873	0.000000	ROOSEVELT	MONTANA
MT0060	LARSEN FARMS 1-2	6.53005	4.34754	0.000000	ROOSEVELT	MONTANA
MT1148	CONS ST 42-20	18.75000	16.40625	0.000000	ROOSEVELT	MONTANA
MT1149	HAGE 44-20	18.75000	16.40625	0.000000	ROOSEVELT	MONTANA
MT1153	CONSOLIDATED (SWD)	18.75000	18.75000	0.000000	ROOSEVELT	MONTANA
MT1201	DETHMAN 1-12-3D	100.00000	84.52381	0.000000	ROOSEVELT	MONTANA
RR0001	N.E. BENRUD MT	0.00000	0.00000	5.000000	ROOSEVELT	MONTANA
MT1556	GROS-PETERSON 1-21	56.25000	47.86459	0.937125	SHERIDAN	MONTANA
MT3044	M. ATOR #2 (SWD)	50.00000	50.00000	0.000000	SHERIDAN	MONTANA
MT3050	BENSON LEASE	50.00000	43.75000	0.000000	SHERIDAN	MONTANA
MT3051	LAND LEASE	50.00000	43.75000	0.000000	SHERIDAN	MONTANA
MT6001	RESERVE OIL GATH	100.00000	100.00000	0.000000	SHERIDAN	MONTANA
MT7267	USA 15-14	100.00000	76.25000	7.500000	SHERIDAN	MONTANA
RR0030	LARSON 34-17 MT	0.00000	0.00000	1.375000	STILLWATER	MONTANA
RR0031	LARSON 12X-17 MT	0.00000	0.00000	4.000000	STILLWATER	MONTANA
NV0510	BACON FLATS FED 23-17	18.75000	14.43574	0.000000	NYE	NEVADA
NV0511	FEDERAL 23-17A	18.75000	14.43574	0.000000	NYE	NEVADA
NV0512	BACON FLAT #1 (SWD)	37.50000	37.50000	0.000000	NYE	NEVADA
NV6401	FEDERAL 5-14	37.50000	30.93750	0.000000	NYE	NEVADA
NV6402	FEDERAL 12-14	39.85724	32.88222	0.000000	NYE	NEVADA
NV6901	TRAP SPRING FED 14-42	40.00000	34.80000	0.000000	NYE	NEVADA
ND0199	BIG STICK UNIT	1.63554	1.41122	0.000000	BILLINGS	NORTH DAKOTA
ND0301	AP FEDERAL 1-22	50.00000	42.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0302	AP FEDERAL 3-1	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0305	AP FEDERAL 15-1	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0308	AP 27-1 (SWD)	30.00000	30.00000	0.000000	BILLINGS	NORTH DAKOTA
ND0311	FEDERAL 22-15	0.00000	0.00000	4.000000	BILLINGS	NORTH DAKOTA
ND0312	FEDERAL 1-26	0.00000	0.00000	5.500000	BILLINGS	NORTH DAKOTA
ND0314	FEDERAL 6-25	0.00000	0.00000	1.500000	BILLINGS	NORTH DAKOTA
ND0315	BUCKHORN GATH SYS	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND0316	FEDERAL 10-23	30.00000	24.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0317	AP FEDERAL 3-4	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0365	AP FEDERAL 2-23	50.00000	41.75000	0.000000	BILLINGS	NORTH DAKOTA
ND0751	PATRIOT 1-26H	15.46128	12.00203	0.000000	BILLINGS	NORTH DAKOTA
ND0752	PEGASUS 1-36H	33.00000	25.51645	0.000000	BILLINGS	NORTH DAKOTA
ND0805	GRAHAM 1-12	0.00000	0.00000	7.500000	BILLINGS	NORTH DAKOTA
ND0806	FEDERAL 13-24	0.00000	0.00000	5.500000	BILLINGS	NORTH DAKOTA
ND1000	USA-UVI 3-33 & REDRILL	86.66670	73.48700	0.000000	BILLINGS	NORTH DAKOTA
ND1017	FEDERAL 32-3	50.43300	43.12488	0.000000	BILLINGS	NORTH DAKOTA
ND1018	FEDERAL 16-32	97.43300	84.54238	0.000000	BILLINGS	NORTH DAKOTA
ND1019	USA-UVI 1-33	90.00000	75.52100	0.000000	BILLINGS	NORTH DAKOTA
ND1020	FEDERAL 4-4	100.00000	84.25154	0.168898	BILLINGS	NORTH DAKOTA
ND1026	MERIDIAN FED 34-1	85.00000	66.54969	3.562500	BILLINGS	NORTH DAKOTA
ND1027	MERIDIAN FED 6-1	89.93300	77.37428	0.337500	BILLINGS	NORTH DAKOTA
ND1030	FEDERAL 32-2	97.43300	81.45113	0.531250	BILLINGS	NORTH DAKOTA
ND1031	FEDERAL 2-4	94.86600	81.58476	0.337500	BILLINGS	NORTH DAKOTA
ND1037	FEDERAL 12-10H	0.00000	0.00000	3.000000	BILLINGS	NORTH DAKOTA
ND1042	FEDERAL 14-32	94.86600	81.58476	0.000000	BILLINGS	NORTH DAKOTA
ND1043	FEDERAL 16-31	50.00000	43.75000	0.000000	BILLINGS	NORTH DAKOTA
ND1044	FEDERAL 16-31 (SWD)	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1045	FEDERAL 2-31H (p&a)	96.25000	82.22656	0.000000	BILLINGS	NORTH DAKOTA
ND1046	FEDERAL 7-6	98.43750	84.65625	0.337500	BILLINGS	NORTH DAKOTA

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
ND1048	FEDERAL 9-6	94.86600	81.58476	0.337500	BILLINGS	NORTH DAKOTA
ND1052	ELK/BUCK ROAD MAINT	34.86240	34.86240	0.000000	BILLINGS	NORTH DAKOTA
ND1053	ELKHORN RANCH P/L	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1055	ELKHORN WATER WELL	100.00000	100.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1056	FEDERAL 5-9	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1057	FEDERAL 14-9H	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1061	FEDERAL 16-9	100.00000	82.50000	0.000000	BILLINGS	NORTH DAKOTA
ND1090	STATE 4-16 (SWD)	50.00000	50.00000	0.000000	BILLINGS	NORTH DAKOTA
ND1091	AP FEDERAL 15-4	25.00000	21.12500	0.000000	BILLINGS	NORTH DAKOTA
ND1093	AP FEDERAL 2-17	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1094	AP FEDERAL 13-4	40.00000	34.40000	0.000000	BILLINGS	NORTH DAKOTA
ND1095	AP FEDERAL 1-9	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1096	AP EVONIUK 1-8	50.00000	43.55469	0.000000	BILLINGS	NORTH DAKOTA
ND1097	AP FEDERAL 1-17	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND1199	ELKHORN RANCH N UNIT	3.91235	3.19535	0.000000	BILLINGS	NORTH DAKOTA
ND3561	KOCH FED 13-30	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
ND4532	FEDERAL 34-4 TWIN	40.00000	33.00000	0.000000	BILLINGS	NORTH DAKOTA
ND6020	HARRIS FED 1-30	50.00000	41.25000	0.000000	BILLINGS	NORTH DAKOTA
RR0011	JACOBSEN 33-5 ND	0.00000	0.00000	3.080500	BOWMAN	NORTH DAKOTA
RR0012	JOHNSON 11-9 ND	0.00000	0.00000	2.000000	BOWMAN	NORTH DAKOTA
RR0060	LITTLE MISSOURI RED RIVER UNIT	0.00000	0.00000	2.372370	BOWMAN	NORTH DAKOTA
RR0002	PORTAL ND	0.00000	0.00000	0.683590	BURKE	NORTH DAKOTA
RR0004	WOBURN ND	0.00000	0.00000	0.390630	BURKE	NORTH DAKOTA
RR0007	MCCARTHY #1 ND	0.00000	0.00000	0.390630	BURKE	NORTH DAKOTA
ND2510	MOORE #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2511	VATNE #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2512	HOWARD #1	80.00000	65.00000	0.000000	DIVIDE	NORTH DAKOTA
ND2513	NYGAARD 33-23	80.00000	60.09375	0.000000	DIVIDE	NORTH DAKOTA
ND2522	TOFTE #1 (SWD)	80.00000	80.00000	0.000000	DIVIDE	NORTH DAKOTA
ND0401	BARKLAND 1-18-2A	100.00000	83.33304	0.005000	GOLDEN VALLEY	NORTH DAKOTA
RR0003	PRATT ND	0.00000	0.00000	0.091150	MCHENRY	NORTH DAKOTA
ND8041	KRUSHENSKY	78.71089	67.86291	0.000000	STARK	NORTH DAKOTA
ND8045	POLANCHEK 8-34	78.71089	67.86291	0.000000	STARK	NORTH DAKOTA
ND8099	BELL ZENITH UNIT	17.97599	15.12979	0.009964	STARK	NORTH DAKOTA
ND5302	SUNDSBAK 9-11	100.00000	78.33333	0.000000	WARD	NORTH DAKOTA
ND5303	SUNDSBAK 7-11 (SWD)	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND5304	SUNDSBAK 1-14	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND5305	SUNDSBAK 7-11A	100.00000	82.33333	0.000000	WARD	NORTH DAKOTA
ND1301	TURMCIL 10-4	100.00000	78.45669	0.000000	WILLIAMS	NORTH DAKOTA
RR0050	W BUFF RED RVER SD	0.00000	0.00000	0.021940	HARDING	SOUTH DAKOTA
SD1565	S BUFFALO RED RV	0.15540	0.13273	0.000000	HARDING	SOUTH DAKOTA
SD1567	B-29 SOHIO STATE	9.37500	8.20313	0.000000	HARDING	SOUTH DAKOTA
RR0008	W. WATER UNIT UT	0.00000	0.00000	0.187500	GRAND	UTAH
WY1051	BYRON E-T UNIT	0.89955	0.78710	0.000000	BIG HORN	WYOMING
WY3570	FEDERAL 16-5	100.00000	89.70000	0.000000	BIG HORN	WYOMING
RR0005	FEDERAL 1-27 WY	0.00000	0.00000	2.500000	CAMPBELL	WYOMING
RR0016	SUMMERFLD UNIT WY	0.00000	0.00000	2.343750	CAMPBELL	WYOMING
RR0025	MINN TR. 3 WY	0.00000	0.00000	3.125000	CAMPBELL	WYOMING
RR0053	STATE 36-12.13.14.33 WY	0.00000	0.00000	3.333330	CAMPBELL	WYOMING
WY0530	N BARBER CRK UNIT	100.00000	82.83929	0.000000	CAMPBELL	WYOMING
WY1938	USA KINTZ #1	43.75000	38.28125	0.000000	CAMPBELL	WYOMING
WY2299	FISH MINNELUSA "A" UNIT	10.80258	8.66854	0.091940	CAMPBELL	WYOMING
WY6899	RULE MINN "B" UNIT	51.58380	40.50290	0.000000	CAMPBELL	WYOMING
WY8210	THOMPSON LEASE	16.66667	14.33333	0.000000	CAMPBELL	WYOMING
WY8558	LESUEUR S-2	50.00000	36.43000	0.000000	CAMPBELL	WYOMING
WY8561	LESUEUR LEASE	50.00000	42.25000	0.000000	CAMPBELL	WYOMING
RR0057	HARDY FED 21-22 WY	0.00000	0.00000	2.500000	CONVERSE	WYOMING
WY5516	POWELL FED 9-2	0.00000	0.00000	1.953130	CONVERSE	WYOMING
WY5545	POWELL PR MNT UNT II	2.95480	2.58553	0.000000	CONVERSE	WYOMING
WY5548	SPEARHEAD #18	25.00000	21.87500	0.000000	CONVERSE	WYOMING

LEASE NUMBER	WELL NAME	WORKING INTEREST	NET REVENUE INTEREST	ROYALTY INTEREST	COUNTY	STATE
WY	FEDERAL 3-28	100.00000	36.0000	0.000000	FREMONT	WYOMING
WY7301	FEDERAL 4-28H	100.00000	86.00000	0.000000	FREMONT	WYOMING
WY4000	MURPHY DOME P/L	75.00000	75.00000	0.000000	HOT SPR	WYOMING
WY4081	CORBETT	52.50000	51.29250	0.000000	HOT SPR	WYOMING
WY4083	ROSE	26.25000	22.91625	0.000000	HOT SPR	WYOMING
WY4084	SHAD	52.50000	45.04500	0.072913	HOT SPR	WYOMING
WY7051	SAGE SP CRK "A" UNIT	100.00000	85.00000	0.216150	NATRONA	WYOMING
WY7053	SAGE SP CRK "D" UNIT	100.00000	84.97369	0.019740	NATRONA	WYOMING
WY7054	FEDERAL 13-12 SSC	100.00000	91.40000	0.000000	NATRONA	WYOMING
WY7055	FEDERAL 1-1 (SWD)	100.00000	100.00000	0.000000	NATRONA	WYOMING
WY7150	FEDERAL 3-30 SSC	100.00000	94.60000	0.000000	NATRONA	WYOMING
WY7201	NORTH SAGE SPR CR UNIT	100.00000	81.96797	0.000000	NATRONA	WYOMING
WY2112	FEDERAL 12-3 (GAS)	62.50000	51.87500	0.065088	PARK	WYOMING
WY	BROOKLYN FED UNIT #1	45.00000	84.33222	0.000000	SWEETWATER	WYOMING
WY3205	LINCOLN ROAD 20-22 (GAS)	13.74311	10.77842	0.000000	SWEETWATER	WYOMING
WY3206	LINCOLN ROAD 2-9 (GAS)	5.65965	4.56974	0.000000	SWEETWATER	WYOMING
WY3207	LINCOLN ROAD 10-9 (GAS) Dak	5.65965	4.56974	0.000000	SWEETWATER	WYOMING
WY3208	LINCOLN ROAD #7 (GAS)	5.65965	4.527	0.000000	SWEETWATER	WYOMING
WY3209	LINCOLN ROAD 30-10 (GAS)	5.66006	4.52	0.000000	SWEETWATER	WYOMING
WY3210	LINCOLN ROAD 2-15A(GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3211	LINCOLN ROAD 3-15 (GAS)	5.65965	4.52703	0.000000	SWEETWATER	WYOMING
WY3212	LINCOLN ROAD 1-21 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3213	LINCOLN ROAD 1-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3214	LINCOLN ROAD 2-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3215	LINCOLN ROAD 13-22 (GAS)	11.86870	9.31637	0.000000	SWEETWATER	WYOMING
WY3218	LINCOLN ROAD 10-22 (GAS)	13.74311	10.77842	0.000000	SWEETWATER	WYOMING
WY3301	FEDERAL 15-15 (GAS)	100.00000	83.75000	0.000000	SWEETWATER	WYOMING
WY8101	SWAN SOUTH 30-2 (GAS)	29.29966	24.97502	0.000000	SWEETWATER	WYOMING
WY8102	HORSESHOE FED 10-12 (GAS)	9.10241	7.32744	0.000000	SWEETWATER	WYOMING
WY4082	HANCOCK	66.66250	62.72940	0.000000	WASHAKIE	WYOMING
WY4085	SHANNON	66.66250	61.92950	1.333000	WASHAKIE	WYOMING

[redacted] [redacted] [redacted]

ASSIGNMENT OF LEASEHOLD AND MINERAL INTERESTS

THIS ASSIGNMENT, dated as of October 31, 1995, is from DOLAR OIL PROPERTIES, a Sole Proprietorship, 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called "Assignor", to the following parties:

50% - R.K. O'CONNELL
P.O. Box 2003, Casper, Wyoming 83101

50% - FREEMAN INVESTMENTS
3415 S. Clayton Blvd., Englewood, California 80110

hereinafter called "Assignee".

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee all of Assignor's right, title and interest under and by virtue in the following described lands located in Sublette County, Wyoming (all of which are herein called the "Interests"):

A. The oil and gas leases, licenses, permits and other agreements described in Exhibit "A" attached hereto and made a part hereof subject to existing burdens, together with any mineral, royalty, overriding royalty or other interests described in Exhibit "A", insofar only as the same cover and relate to the land described in Exhibit "A" (the "Land"), together with any other right, title and interest in and to the Land;

B. The rights and obligations existing under certain contracts and agreements that benefit or burden the foregoing, including, but not limited to, operating agreements, tax partnership agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts and gas processing contracts; and

C. Assignor herein hereby expressly excepts, reserves and retains title to an undivided one-half of one percent of eight-eighths (½ of 1% of 8/8ths)of all oil, gas and casinghead gas produced, saved and marketed from said lands under the provisions of the aforesaid leases, or any extensions or renewal therof, as an overriding royalty, free and clear of any cost and expense of the development and operation therof, excepting taxes applicable to said interest and the production therefrom.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordinate in and to any and all rights and actions of covenant or warranty that Assignor may have against any and all preceding owners and vendors of the Interests.

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

DATED THIS 31th day of October, 1995.

DOLAR OIL PROPERTIES, a Sole Proprietorship

By: _____
Mark S. Dolar, Sole Proprietor

254638

RECORDED NOV 3 1995 3:25 PM
IN BOOK 182 Misc PAGE 477
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31st day of October, 1995, by Mark S. Dolar, of DOLAR OIL PROPERTIES to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
10/5/96

Mary K. Hecker
Notary Public

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 5, 1996
MARY K. HECKER
1332 Visconti Cove
Salt Lake, Utah 84093

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
LEASEHOLD AND MINERAL INTERESTS
DATED OCTOBER 31, 1995
BY AND BETWEEN DOLAR OIL PROPERTIES ("ASSIGNOR"); AND
R.K. O'CONNELL and
FREEMAN INVESTMENTS,
("ASSIGNEE").

Tract I:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 O&G ;Page 317 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 8: NE¼NW¼

Tract II:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 O&G ;Page 319 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 7: Lots 1, 2, W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5, 6, 7, SW¼NE¼, W½SE¼

Tract III:

LESSOR: Rober Scott Thompson, Jon Peter Thompson and Timothy Stewart Thompson, as Co-Trustees of the Bette M. Thompson Testamentary Family Trust
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 O&G ;Page 315 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, S½NW¼, SW¼NE¼, SW¼, W½SE¼
Section 6: Lots 5, 6, 7, W½SE¼, E½SW¼, SE¼NW¼, S½NE¼, E½SE¼

Lands located in Sublette County, Wyoming

[redacted] [redacted] [redacted]

STAR CORRAL

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

WHEREAS, by Assignment of Record Title dated October 6, 1989, recorded in Book 84 Page 446 of the records of Sublette County, Wyoming, KERR-McGEE CORPORATION, Assignor, conveyed to BERGEN OIL COMPANY (1981), a Texas general partnership, a certain interest in the oil and gas leasehold operating rights (hereinafter referred to as the "Interest") under the following lease and lands in Sublette County, Wyoming, to-wit:

USA #W-43213
Township 30 North, Range 113 West

Section 20: NE/4 NW/4, NW/4 NW/4

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 Section 20, T-30-N, R-113-W, Sublette County, Wyoming

WHEREAS, it is the desire of Bergen Oil Company (1981), to distribute the Interest to the partners of Bergen Oil Company (1981) (or their heirs, personal representatives, successors or assigns) in order to wind up the affairs of Bergen Oil Company (1981);

NOW, THEREFORE, for sufficient consideration received, Bergen Oil Company (1981), P. O. Box 50890, Midland, Texas 79710, does hereby ASSIGN, GRANT, BARGAIN, SELL and CONVEY the Interest unto the following individuals and estate (hereinafter collectively referred to as the "Assignees") in the following percentages:

John J. Redfern III, Independent Executor of the Estate of John J. Redfern Jr., Deceased P. O. Box 50896 Midland, Texas 79710	-0- %
Rosalind Redfern, a widow P. O. Box 2127 Midland, TX 79702	34.9700%
Rosalind Redfern Grover P. O. Box 2127 Midland, TX 79702	21.6767%
S.P.E.L.L., Inc. P. O. Box 50890 Midland, TX 79710	21.6766%
Redfern Oil Co. P. O. Box 50890 Midland, TX 79710	21.6767%
TOTAL	100%

254744

RECORDED Nov. 9 1995 1:35 PM
IN BOOK 102 Pg 6 PAGE 479
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sinclair

TO HAVE AND TO HOLD the Interest unto the Assignees, their 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.

By acceptance of the Assignment, the Assignees agree that all costs and expenses incurred in connection with the operation of the lease, described above, shall be borne by the Assignees, including the cost, risk, expense and responsibility of plugging and abandoning all wells on the premises, and Assignor shall have no responsibility nor liability whatsoever with respect to said lease.

EXECUTED the 28th day of April 1995, but effective as of July 1, 1989.

BERGEN OIL COMPANY (1981)
a Texas general partnership

By: _____
JOHN J. REDFERN III,
Managing Partner of
Bergen Oil Company (1981)

The Estate of John J. Redfern Jr., Deceased

By: _____
John J. Redfern III,
Independent Executor

_____
Rosalind Redfern, a widow

_____
Rosalind Redfern Grover

_____
Arden R. Grover joins in the execution of this instrument to acknowledge the fact that the interest conveyed to Rosalind R. Grover is her sole and separate property and he claims no interest in such.

S.P.E.L.L., Inc.

By: _____
Roberta R. Garst, President

REDFERN OIL CO.

By: _____
John J. Redfern III, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 28 day of April, 1995, by JOHN J. REDFERN III, Managing Partner on behalf of Bergen Oil Company, (1981), a Texas general partnership.

My Commission Expires:

11-21-95

Brenda D Brewer
Notary Public Signature

BRENDA D. BREWER
Notary's Printed or Typed Name

BRENDA D. BREWER
Notary Public, State of Texas
My Commission Expires 11-21-95

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 28 day of April, 1995, by JOHN J. REDFERN III, Independent Executor of the Estate of John J. Redfern Jr., deceased.

My Commission Expires:

11-21-95

Brenda D Brewer
Notary Public Signature

BRENDA D BREWER
Notary's Printed or Typed Name

BRENDA D. BREWER
Notary Public, State of Texas
My Commission Expires 11-21-95

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 28 day of April, 1995, by JOHN J. REDFERN III, President of Redfern Oil Co., for the consideration and in the capacity therein stated.

My Commission Expires:

11-21-95

Brenda D Brewer
Notary Public Signature

BRENDA D BREWER
Notary's Printed or Typed Name

BRENDA D. BREWER
Notary Public, State of Texas
My Commission Expires 11-21-95

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 19th day of April, 1995, by ROBERTA R. GARST, President of S.P.E.L.L., Inc., for the consideration and in the capacity therein stated.

My Commission Expires:

Shirley D. Knight
Notary Public Signature

SHIRLEY D. WRIGHT
Notary's Printed or Typed Name

SHIRLEY D. WRIGHT
MY COMMISSION EXPIRES
February 10, 1998

THE STATE OF TEXAS §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 28th day of April, 1995, by ROSALIND REDFERN.

My Commission Expires:

HARRIOTTE BURNS
Notary Public, State of Texas
My Commission Expires 2/14/98

Harriotte L. Burns
Notary Public Signature

Harriotte L. Burns
Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 28th day of April, 1995, by ROSALIND RED[illegible]N GROVER.

My Commission Expires:

HARRIOTTE BURNS
Notary Public, State of Texas
My Commission Expires 3/14/98

Harriotte L. Burns
Notary Public Signature

Harriotte L. Burns
Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 28th day of April, 1995, by ARDEN R. GROVER.

My Commission Expires:

HARRIOTTE BURNS
Notary Public, State of Texas
My Commission Expires 3/14/98

Harriotte L. Burns
Notary Public Signature

Harriotte L. Burns
Notary's Printed or Typed Name

ASSIGNMENT AND CONVEYANCE

Reference is made to all interests owned by Rosalind Redfern 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 previously owned by the John J. Redfern Jr. Estate conveyed to Rosalind Redfern.

NOW, THEREFORE, for sufficient consideration received, Rosalind Redfern, P. O. Box 2127, Midland, Texas, 79702, hereinafter called Grantor, does hereby ASSIGN, GRANT, BARGAIN, SELL and CONVEY unto Diamond Head Properties, L.P., P. O. Box 2127, Midland, Texas, 79702, hereinafter called Grantee, all of Grantor's right, title and interest in real estate and 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 Rosalind Redfern, 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, its 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 30th day of June, 1995, but effective as of July 1, 1995.

ROSALIND REDFERN

Rosalind Redfern

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 30th day of June, 1995, by ROSALIND REDFERN. She is known to me.

Donna J. Miller
Notary Public Signature

MY COMMISSION EXPIRES:

3-30-98

Donna J. Miller
Notary's Printed or Typed Name

254745

DONNA J. MILLER
Notary Public, State of Texas
My Commission Expires 03-30-[illegible]

RECORDED Jul 9 1995 1:35 PM
IN BOOK 102 PAGE 483
FEES [illegible]
SUBLETTE COUNTY CLERK
By Cathy Sexton

EXHIBIT "A"

Attached to and made a part of that Assignment and Conveyance dated July 1, 1995 between Rosalind Redfern, as Grantor, and Diamond Head Properties, L.P., as Grantee.

1.	Our File No.:	SB9105
	Lessor:	USA #W-69874
	Date:	1/01/80
	Description:	T-30-N, R-114-W, 6th P.M. Section 31: E/2 E/2 Sublette Co., WY
2.	Our File No.:	SB9116
	Lessor:	USA #W-52404
	Date:	12/01/75
	Description:	T-29-N, R-114-W Section 12: All Sublette Co., WY
3.	Our File No.:	SB9117
	Lessor:	USA #W-36438
	Date:	10/01/72
	Description:	T-30-N, R-114-W Section 33: All Section 34: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4 containing 1040 acres, more or less Sublette Co., WY
4.	Our File No.:	SB9128
	Lessor:	USA #W-54161
	Date:	4/01/76
	Description:	Insofar as said lease covers T-29-N, R-114-W Section 19: E/2 Sublette Co., WY
5.	Our File No.:	SB9129
	Lessor:	USA #W-54162
	Date:	4/04/76
	Description:	T-29-N, R-114-W Section 29: NE/4, down to the base of the Dakota formation Sublette Co., WY
6.	Our File No.:	SB9130
	Lessor:	USA #W-80232
	Date:	4/01/79
	Description:	T-29-N, R-115-W Section 14: NE/4, E/2 NW/4, S/2, down to the base of the Dakota formation Sublette Co., WY

[redacted] [redacted] [redacted]

EXHIBIT "A"

7.	Our File No.:	SB9131
	Lessor:	USA #W-62803
	Date:	11/01/78
	Description:	T-29-N, R-114-W Section 6: Lots 3, 4, 5, 6, 7, SE/4 NW/4, E/2 SW/4 Section 7: Lots 1, 2, 3, 4, E/2 W/2 Section 18: Lots 1, 2, 3, 4, E/2 W/2 Section 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4 Sublette Co., WY
8.	Our File No.:	SB9132
	Lessor:	USA #W-67196
	Date:	4/01/79
	Description:	T-29-N, R-115-W Section 1: All Section 2: All Section 11: E/2, E/2 W/2 Sublette Co., WY
9.	Our File No.:	SB9136
	Lessor:	USA #W-49634
	Date:	4/01/75
	Description:	T-29-N, R-114-W Section 8: All Sublette Co., WY
10.	Our File No.:	SB9137
	Lessor:	USA #W-38887
	Date:	3/31/73
	Description:	T-29-N, R-114-W, 6th P.M. Section 4: Lot 4, S/2 NE/4, SW/4 NW/4, S/2 Section 5: Lots 1, 2, 3, S/2 N/2, S/2 Sublette Co., WY
11.	Our File No.:	SB9141
	Lessor:	USA #W-78475
	Date:	5/31/74
	Description:	T-29-N, R-114-W Section 10: All Section 15: E/2 Sublette Co., WY
12.	Our File No.:	SB9145
	Lessor:	USA #W-60620
	Date:	4/01/76
	Description:	T-29-N, R-114-W Section 5: Lot 4 Section 6: Lots 1, 2, S/2 NE/4, SE/4 Section 7: E/2 Section 17: N/2 Section 18: SE/4 As to all depths in the Sections above. Section [illegible]: SE/4 SE/4 Section 1[illegible]: S/2 Limited to 9340' [illegible] the base of the Dakota formation in the [illegible]E/4 SE/4 of Sec. 9 and S/2 Sec. 17, insofar as said lease covers the above lands Sublette Co., WY

EXHIBIT "A"

13. Our File No.: SB9146
Lessor: USA #W-59398
Date: 8/01/77
Description: T-29-N, R-114-W
Section 18: NE/4
Section 20: All, insofar as said lease covers the above lands.
Sublette Co., WY

14. Our File No.: SB91[illegible]
Lessor: St. of WY #76-0342
Date: 5/07/76
Description: T-29-N, R-114-W
Section 16: All
Sublette Co., WY

15. Our File No.: SB9148
Lessor: USA #W-60621
Date: 4/01/76
Description: T-29-N, R-114-W
Section 21: All
Section 28: All
Sublette Co., WY

16. Our File No.: SB9149
Lessor: USA #W-78476
Date: 4/01/75
Description: T-29-N, R-114-W
Section 9: N/2
Sublette Co., WY

17. Our File No.: 3SB9124
Lessor: USA #W-72861
Date: 10/01/81
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
Containing 535.42 acres, more or less
Sublette Co., WY

18. Our File No.: 9SB9[illegible]11
Lessor: USA #W-43213
Date: 2/01/74
Description: T-30-N, R-113-W
Section 20: NW/4 NW/4, NE/4 NW/4
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]

ASSIGNMENT AND CONVEYANCE

Reference is made to all interests owned by Rosalind Redfern Grover in oil and gas leasehold interests, operating rights, reversionary interests, contractual rights and partnership interests [including, but not limited to Bergen Oil Company (1978), Bergen Oil Company (1981), and Hanaho, Ltd.].

NOW, THEREFORE, for sufficient consideration received, Rosalind Redfern Grover, P. O. Box 2127, Midland, Texas, 79702-2127, hereinafter called Grantor, does hereby ASSIGN, GRANT, BARGAIN, SELL and CONVEY unto Diamond Head Properties, L.P., P. O. Box 2127, Midland, Texas, 79702-2127, hereinafter called Grantee, all of Grantor's right, title and interest in any and all oil and gas leasehold interests, working interests, operating rights, reversionary leasehold interests and any other rights, properties or interests that are subject to or burdened by production or preproduction costs and expenses, contractual rights, and liabilities and obligations relating to such rights owned by Rosalind Redfern Grover, 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 conveyed hereby, the "Interests", are proportionately subject to all overriding royalty interests, operating agreements, gas purchase contracts, unitization agreements and other similar burdens which may affect the same, all 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, its 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 20th day of July, 1995, but effective as of July 1, 1995.

ROSALIND REDFERN GROVER

Arden R. Grover joins in the execution of this instrument to acknowledge that the interest conveyed by Rosalind Redfern Grover is her sole and separate property and he claims no interest in such.

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 20th day of July, 1995, by ROSALIND REDFERN GROVER. She is known to me.

MY COMMISSION EXPIRES:

10-15-98

Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

SHIRLEY R. CHOATE
Notary Public, State of Texas
My Commission Expires 10-15-98

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 20th day of July, 1995, by Arden R. Grover. He is known to me.

MY COMMISSION EXPIRES:

10-15-98

Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

SHIRLEY R. CHOATE
Notary Public, State of Texas
My Commission Expires 10-15-98

254746

RECORDED Nov. 9 1995 1:35 PM
IN BOOK 102 016 PAGE 487
FEES 12.00
SUBLETTE COUNTY CLERK
By Cathy Scarton

487

EXHIBIT "A"

Attached to and made a part of that Assignment and Conveyance dated July 1, 1995 between Rosalind Redfern Grover, as Grantor, and Diamond Head Properties, L.P., as Grantee.

1. Our File No.: SB9105
Lessor: USA #W-69874
Date: 1/01/80
Description: T-30-N, R-114-W, 6th P.M.
Section 31: E/2 E/2
Sublette Co., WY

2. Our File No.: SB9116
Lessor: USA #W-524[illegible]
Date: 12/01/75
Description: T-29-N, R-114-W
Section 12: All
Sublette Co., WY

3. Our File No.: SB9117
Lessor: USA #W-36438
Date: 10/01/72
Description: T-30-N, R-114-W
Section 33: All
Section 34: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4 containing 1040 acres, more or less
Sublette Co., WY

4. Our File No.: SB9128
Lessor: USA #W-54161
Date: 4/01/76
Description: Insofar as said lease covers
T-29-N, R-114-W
Section 19: E/2
Sublette Co., WY

5. Our File No.: SB9129
Lessor: USA #W-54162
Date: 4/04/76
Description: T-29-N, R-114-W
Section 29: NE/4, down to the base of the Dakota formation
Sublette Co., WY

6. Our File No.: SB9130
Lessor: USA #W-80232
Date: 4/01/79
Description: T-29-N, R-115-W
Section 14: NE/4, E/2 NW/4, S/2, down to the base of the Dakota formation
Sublette Co., WY

[redacted] [redacted] [redacted]

EXHIBIT "A"

7.	Our File No.:	SB9131
	Lessor:	USA #W-62803
	Date:	11/01/78
	Description:	T-29-N, R-114-W Section 6: Lots 3, 4, 5, 6, 7, SE/4 NW/4, E/2 SW/4 Section 7: Lots 1, 2, 3, 4, E/2 W/2 Section 18: Lots 1, 2, 3, 4, E/2 W/2 Section 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4 Sublette Co., WY
8.	Our File No.:	SB9132
	Lessor:	USA #W-67196
	Date:	4/01/79
	Description:	T-29-N, R-115-W Section 1: All Section 2: All Section 11: E/2, E/2 W/2 Sublette Co., WY
9.	Our File No.:	SB9136
	Lessor:	USA #W-49634
	Date:	4/01/75
	Description:	T-29-N, R-114-W Section 8: All Sublette Co., WY
10.	Our File No.:	SB9137
	Lessor:	USA #W-38887
	Date:	3/31/73
	Description:	T-29-N, R-114-W, 6th P.M. Section 4: Lot 4, S/2 NE/4, SW/4 NW/4, S/2 Section 5: Lots 1, 2, 3, S/2 N/2, S/2 Sublette Co., WY
11.	Our File No.:	SB9141
	Lessor:	USA #W-78475
	Date:	5/31/74
	Description:	T-29-N, R-114-W Section 10: All Section 15: E/2 Sublette Co., WY
12.	Our File No.:	SB9145
	Lessor:	USA #W-60620
	Date:	4/01/76
	Description:	T-29-N, R-114-W Section 5: Lot 4 Section 6: Lots 1, 2, S/2 NE/4, SE/4 Section 7: E/2 Section 17: N/2 Section 18: SE/4 As to all depths in the Sections above. Section 9: SE/4 SE/4 Section 17: S/2 Limited to 9340' or the base of the Dakota formation in the SE/4 SE/4 of Sec. 9 and S/2 Sec. 17, insofar as said lease covers the above lands Sublette Co., WY

EXHIBIT "A"

13. Our File No.: SB9146
Lessor: USA #W-59398
Date: 8/01/77
Description: T-29-N, R-114-W
Section 18: NE/4
Section 20: All, insofar as said lease covers the above lands.
Sublette Co., WY

14. Our File No.: SB9146
Lessor: St. of WY #76-0342
Date: 5/07/76
Description: T-29-N, R-114-W
Section 16: All
Sublette Co., WY

15. Our File No.: SB9148
Lessor: USA #W-60621
Date: 4/01/76
Description: T-29-N, R-114-W
Section 21: All
Section 28: All
Sublette Co., WY

16. Our File No.: SB9149
Lessor: USA #W-78476
Date: 4/01/75
Description: T-29-N, R-114-W
Section 9: N/2
Sublette Co., WY

17. Our File No.: 3SB9124
Lessor: USA #W-72861
Date: 10/01/81
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
Containing 535.42 acres, more or less
Sublette Co., WY

18. Our File No.: 9SB9111
Lessor: USA #W-43213
Date: 2/01/74
Description: T-30-N, R-113-W
Section 20: NW/4 NW/4, NE/4 NW/4
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

Mid-Continent Association W. Reassign.

601

CASPER PRESS
134 N. Center
Casper, Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: 254823

That the undersigned, R. K. O'Connell (50%) and Freeman Investments (50%)

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Baseline Minerals, Inc., 1645 Court Place, Suite 422, Denver, CO 80202

(hereinafter called Assignee), One Hundred Percent (100%) interest in and to the oil and gas lease dated August 31st, 1995, from Robert V. Thompson, a widower P.O. Box 220, Big Piney, WY 83113, Lessor, to Dolar Oil Properties, 935 E. South Union Ave., Suite D-202, Salt Lake City, UT 84070 Lessee, recorded in book -, page -, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF Wyoming }
COUNTY OF Sublette } ss. $10.00

This instrument was filed for record on the 20th day of Nov., 1995, at 10:00A o'clock A M., and duly recorded in book 102 of 46 Page 491 of the records of this office.

Mary L. Lankford
Register of Deeds.

When recorded Return to By Cathy Saxton

SEE ATTACHED EXHIBIT
(Tract I & II)

of Section -, Township 29 N, Range 113/144 W and containing 521.70 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of Three Percent (3% of 8/8ths) ** ** inclusive of 1/2 of 1% of 8/8ths previously reserved by Dolar Oil Properties of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 45 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED This 1st day of November, 1995.
without warranties of any kind.

R. K. O'Connell
P.O. Box 2003, Casper, WY 82602
SS #012-14-8841

(Seal)
Freeman Investments (Seal)
Joe Freeman, Partner (Seal)
3415 S. Clayton Blvd., Englewood, CO 80110
SS #513-48-4268

491

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell

this 1st day of November 1995

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

My Commission Expires July 3, 1998

State of Colorado)
County of Denver) ss.

The foregoing instrument was acknowledged before me this 2nd day of November 19 91
by [illegible] FREEMAN AS PARTNER OF FREEMAN INVESTMENTS

Witness my hand and official seal.
My Commission Expires

Ray Wilkinson
Notary Public

My Commission Expires May 30, 1997

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....

FROM

.....

TO

.....

.....

.....

Dated.....

No. Acres.....

.....County.....

Term.....

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

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

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

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

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

.....County Clerk.

By.....Deputy.

When recorded return to

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

EXHIBIT 'A'

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF LEASEHOLD AND MINERAL INTERESTS DATED SEPTEMBER 25, 1995 BY AND BETWEEN R. K. O'CONNELL AND FREEMAN INVESTMENTS ("ASSIGNORS"); AND BASELINE MINERALS, INC. ("ASSIGNEE")

SUBLETTE COUNTY, WYOMING

Tract I:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 O&G :Page 317.
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 8: NE¼NW¼

Tract II:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 O&G :Page 319.
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 7: Lots 1, 2, W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5, 6, 7, SW¼NE¼, W½SE¼

Mid-Continent Association W. Reassign.

601

CASPER PRESS
134 N. Center
Casper, Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: 254824

That the undersigned, R. K. O'Connell (50%) and Freeman Investments (50%)

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Baseline Minerals, Inc.

1645 Court Place, Suite 422, Denver, CO 80202

(hereinafter called Assignee), One Hundred Percent (100%) interest in and to the oil and gas lease dated August 31, 1995, from Robert Scott Thompson, Jon Peter Thompson and Timothy Stewart Thompson, as Co-Trustees of the Bette M. Thompson Testamentary Family Trust P.O. Box 220, Big Piney, WY 83113, Lessor, to Dolar Oil Properties, 935 E. South Union Ave., Suite D-101, Salt Lake City, UT 84070, Lessee, recorded in book 102 O & G, page 315, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Sec. 5: Lots 2, 3, S2NW, SWNE, SW4, W2SE
6: Lots 5, 6, 7, W2SE, E2SW, SENW, S2NE, E2SE

of Section 5, Township 29 N., Range 113 W., and containing 917.01 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

Reserving however, unto the Assignors herein an overriding royalty of Three Percent (3% of 8/8ths) ** ** inclusive of 1/2 of 1% of 8/8ths previously reserved by Dolar Oil Properties of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 45 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 1st day of November, 1995.
without warranties of any kind.

R. K. O'Connell
P.O. Box 2003, [illegible]per, WY 82602
SS #012-14-8841

(Seal)

Freeman Investments (Seal)
Joe Freeman, Partner (Seal)
3415 S. Clayton Blvd, Englewood, CO 80110
SS #513-48-4268

STATE OF Wyoming }
COUNTY OF Sublette } ss. $8.00

This instrument was filed for record on the 20th day of Nov., 1995, at 10:00 o'clock A M., and duly recorded in book 102 O&G Page 494 of the records of this office.

Mary L. Lankford
Register of Deeds.
By Cathy Sexton

When recorded Return to

[redacted] [redacted] [redacted]

State of Wyoming)
County of Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell

this 1st day of November 1995

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

My Commission Expires July 3, 1998

State of Colorado
County of Denver } ss.

The foregoing instrument was acknowledged before me this 2nd day of November 19 95
by JOE S. FREEMAN AS PARTNER OF FREEMAN INVESTMENTS

Witness my hand and official seal.

Ray Hultman
Notary Public

My Commission Expires: My Commission Expires May 30, 1997

NOTARY PUBLIC OF COLORADO

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

.....
Notary Public.

(SEAL)

My Commission expires.....

No.....

FROM

.....

TO

.....

.....

Dated.....

No. Acres.....

.....County.....

Term.....

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

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

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

olume..... Page.....

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

.....

.....County Clerk.

By.....Deputy.

When recorded return to

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

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cabot Oil & Gas Production Corporation, of 15375 Memorial Drive, Houston, TX 77079 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Stanley Energy W., Inc., of 1776 Lincoln Street, Suite 410, Denver, CO 80203 (hereinafter called Assignee), **FORTY PERCENT (40%)** of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made subject to that certain Letter Agreement dated May 5, 1994, by and between Cabot Oil and Gas Production Corporation and High Plains Associates, Inc., and is also made subject to all prior assignments, burdens and liabilities of record.

This Assignment is made without warranty of title of any kind, either express or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED this 2nd day of November, 1995.

CABOT OIL & GAS PRODUCTION CORPORATION

By: H. Wayne Stack
H. Wayne Stack
Attorney-in-Fact

254826

RECORDED Nov. 20, 1995 11:00a M
IN BOOK 102 Pg 46 PAGE 496
FEES 13.50 COUNTY CLERK
SUBLETTE COUNTY
By Cathy Sexton

STATE OF Colorado]
] ss.
COUNTY OF Arapahoe]

The foregoing instrument was acknowledged before me this 2nd day of November, 1995, by H. Wayne Stack, Attorney-in-Fact for Cabot Oil & Gas Production Corporation.

Witness my hand and notarial seal.

Kathryn A Reasoner
Notary Public

KATHRYN S. REASONER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: _____

My Commission Expires 2/06/1999

[F:\ASN\CABOT.ASN]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated Nov. 2, 1995, from Cabot Oil & Gas Production Corporation, as Assignor, to Stanley Energy W., Inc., as Assignee.

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF. DATE	BOOK	PAGE
9678	U.S.A. W-97279	Winston L. Thornton	Sublette	Wyoming	Township 28 North, Range 109 West, 6th P.M. Section 5: Lots 1-4, S2 Section 6: Lots 1-6, E2SW4, SE4 Section 7: Lots 1-4, E2, E2W2 Section 8: All Section 17: All Section 18: Lots 1-4, E2, E2W2 Section 19: Lots 1-4, NE4, E2W2, N2SE4 Section 20: N2, N2SW4, SE4 Section 22: All Section 26: All Section 27: All Section 30: Lots 1-4, E2W2, S2SE4 Section 32: All Section 33: All Section 34: All Section 35: All Containing 9,097.49 acres, more or less	1/1/1986	N/A	N/A
9679	U.S.A. W-97281	Mary Ellen Lloyd	Sublette	Wyoming	Township 29 North, Range 109 West, 6th P.M. Section 29: All Section 30: Lots 1-4, E2W2, E2 Section 31: Lots 1-4, E2W2, E2 Section 32: All Section 33: All Containing 3,207.13 acres, more or less	1/1/1986	N/A	N/A

[P:\ANN\CABOT.EXA]

494

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Stanley Energy W., Inc., of 1776 Lincoln Street, Suite 410, Denver, Colorado 80203 (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the following parties (hereinafter referred to as Assignees):

High Plains Associates, Inc.
1600 Broadway, Suite 1565
Denver, CO 80202

Mark E. Brown
7753 South Hill Drive
Littleton, CO 80120

Scott R. Clark
9830 Xavier Court
Westminster, CO 80030

Robert W. McDermott
1080 South York Street
Denver, CO 80209

Douglas P. Battin
122 Plum Creek Place
Highlands Ranch, Colorado 80126

Stanley Energy W., Inc.
1776 Lincoln Street, Suite 410
Denver, CO 80203

Pepco, Inc.
3901 S. Cherry Street
Englewood, CO 80110

overriding royalty interests, free and clear of all cost and expense of development and operation, in the percentages set forth on Exhibit "A", attached hereto and made a part hereof, said overriding royalty interests being as to all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", said lands being situated in the county of Sublette, state of Wyoming.

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 25th day of September, 1995.

ATTEST:

STANLEY ENERGY W. CORPORATE SEAL INC. COLORADO

By: _____
Stephanie A. Bernard
Assistant Secretary

STANLEY ENERGY W., INC.

By: _____
Lewis W. Douglas, Jr.
President

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 25th day of September, 1995, by Lewis W. Douglas, Jr., as President of Stanley Energy W., Inc.

WITNESS my hand and notarial seal.

_____
Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission expires: 7/6/97

254827

RECORDED Dec. 20 1995 11:00AM
IN BOOK 109 OR6 PAGE 498
FEES 11.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

[redacted]

EXHIBIT "A"

[redacted] to and made a part of that certain Assignment of Overriding Royalty Interest dated September 25, 1995, by and between Stanley Energy W., Inc., as gnor, and High Plains Associates, Inc., Scott R. Clark, Douglas P. Battin, Pepco, Inc., Mark E. Brown, Robert W. McDermott and Stanley Energy W., Inc., as gnees

Sublette County, Wyoming

LESSOR	LESSEE	DESCRIPTION	DATE	BOOK	PAGE	ORRI ASSIGNED	
. WYW-119830	Holmes P. McLish	Township 27 North, Range 109 West, 6th P.M. Section 3: SE4NE4, SE4SE4 Section 4: SE4NE4, SE4SE4 Section 9: SE4NE4 Section 10: SE4NE4, SE4SE4 Containing 280.00 acres, more or less	5/1/1994	N/A	N/A	High Plains Associates, Inc.	0.50%
[redacted]W-119831	Holmes P. McLish	Township 27 North, Range 109 West, 6th P.M. Section 5: SE4NE4, SE4SE4 Section 6: SE4NE4, SE4SE4 Section 8: SE4NE4, SE4SE4 Section 9: SE4SE4 Containing 280.00 acres, more or less	5/1/1990	N/A	N/A	High Plains Associates, Inc.	0.50%
. WYW-97280	Josephine Terrell Hudson	Township 28 North, Range 109 West, 6th P.M. Section 21: All Section 28: All Section 29: E2, S2SW4 Section 31: Lots 1-4, E2, E2W2 Containing 2,269.04 acres, more or less	1/1/1986	N/A	N/A	High Plains Associates, Inc.	0.10%
. WYW-135131	Cenex Inc.	Township 28 North, Range 110 West, 6th P.M. Section 1: Lots 1-4, S2 Section 12: SE4 Section 13: E2 Section 24: All Section 25: N2 Containing 1,894.92 acres, more or less	2/1/1995	N/A	N/A	Stanley Energy W., Inc. Scott R. Clark Douglas P. Battin High Plains Associates, Inc. Pepco, Inc. Mark E. Brown Robert W. McDermott	0.701250% 0.206250% 0.206250% 0.137500% 0.049500% 0.040219% 0.034031%

[redacted]

[redacted]

*** END OF EXHIBIT "A" ***

499

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Stanley Energy W., Inc., of 1776 Lincoln Street, Suite 410 Denver, CO 80203 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Cabot Oil & Gas Production Corporation, of 15375 Memorial Drive Houston, TX 77079 (hereinafter called Assignee), SIXTY PERCENT (60%) of Assignor's right, title and interest in and to those Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made subject to that certain Letter Agreement dated May 5, 1994, by and between Cabot Oil and Gas Production Corporation and High Plains Associates, Inc., and is also made subject to all prior assignments, burdens and liabilities of record.

This Assignment is made without warranty of title of any kind, either express or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED this 28th day of September, 1995.

ATTEST

STANLEY ENERGY W., INC.

STANLEY ENERGY W., INC. CORPORATE SEAL COLORADO

By: _____
Stephanie A. Bernard
Assistant Secretary

By: _____
Lewis W. Douglas, Jr.
President

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 28th day of September, 1995, by Lewis W. Douglas, Jr., President of Stanley Energy W., Inc.

Witness my hand and notarial seal.

LYNNE ROMANOWSKI NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

My Commission Expires: 7/6/97

{F:\ASW\GOLDEN2.ASN}

254828

RECORDED Nov. 20 1995 11:00 AM
IN BOOK 102-016 PAGE 500
FEES 11.50
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sutton

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 28, 1995, from Stanley Energy W., Inc., as Assignor, to Cabot Oil & Gas Production Corporation, as Assignee

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	EFF. DATE	BOOK	PAGE
9684	U.S.A. WYW-119830	Holmes P. McLish	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 3: SE4NE4, SE4SE4 Section 4: SE4NE4, SE4SE4 Section 9: SE4NE4 Section 10: SE4NE4, SE4SE4 Containing 280.00 acres, more or less	5/1/1990	N/A	N/A
[redacted] 9685	U.S.A. WYW-119831	Holmes P. McLish	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 5: SE4NE4, SE4SE4 Section 6: SE4NE4, SE4SE4 Section 8: SE4NE4, SE4SE4 Section 9: SE4SE4 Containing 280.00 acres, more or less	5/1/1990	N/A	N/A
9712A	U.S.A. WYW-97280	Josephine Terrell Hudson	Sublette	Wyoming	Township 28 North, Range 109 West, 6th P.M. Section 21: All Section 28: All Section 29: E2, S2SW4 Section 31: Lots 1-4, E2, E2W2 Containing 2,269.04 acres, more or less	1/1/1986	N/A	N/A
9877	U.S.A. WYW-135131	Cenex Inc.	Sublette	Wyoming	Township 28 North, Range 110 West, 6th P.M. Section 1: Lots 1-4, S2 Section 12: SE4 Section 13: E2 Section 24: All Section 25: N2 Containing 2,894.92 acres, more or less	2/1/1995	N/A	N/A

[redacted]

[F:\ASH\GOLDBERG3.EX3]

501

602

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **High Plains Associates, Inc., of 1600 Broadway, Suite 1565, Denver, Colorado 80202 (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the following parties (hereinafter referred to as Assignees):**

High Plains Associates, Inc.
1600 Broadway, Suite 1565
Denver, CO 80202

Scott R. Clark
9830 Xavier Court
Westminster, CO 80030

Douglas P. Battin
122 Plum Creek Place
Highlands Ranch, Colorado 80126

Pepco, Inc.
3901 S. Cherry Street
Englewood, CO 80110

Mark E. Brown
7753 South Hill Drive
Littleton, Colorado 80120

Robert W. McDermott
10[illegible] South York Street
Denver, CO 80209

Stanley Energy W., Inc.
1776 Lincoln Street, Suite 410
Denver, CO 80203

overriding royalty interests, free and clear of all cost and expense of development and operation, in the percentages set forth on Exhibit "A", attached hereto and made a part hereof, said overriding royalty interests being as to all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", said lands being situated in the county of Sublette, state of Wyoming.

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 25th day of September, 1995.

ATTEST:

By: _____
Lynne M. Romanchuk
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: _____
Louis A. Oswald, III
President

254829

RECORDED Nov. 28, 1995 11:00 AM
IN BOOK 109 016 PAGE 502
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sachs

STATE OF COLORADO]
] **ss.**
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 25th day of September, 1995, by Louis A. Oswald, III, as President of High Plains Associates, Inc.

WITNESS my hand and notarial seal.

_____
Notary Public

My Commission expires: 8/25/98

[F:\ASH\GOLDREGT.AOR]

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated September 25, 1995, by and between High Plains Associates, Inc., as Assignor, and High Plains Associates, Inc., Scott R. Clark, Douglas P. Battin, Pepco, Inc., Mark E. Brown, Robert W. McDermott and Stanley Energy W., Inc., as Assignees

Sublette County, Wyoming

LESSOR	LESSEE	DESCRIPTION	DATE	BOOK	PAGE	ORRI ASSIGNED	
U.S.A. WYW-133070	High Plains Associates, Inc.	Township 27 North, Range 109 West, 6th P.M. Section 3: Lots 2(40.28), 4(40.39), SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 4: Lots 2(40.49), 4(40.58), SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 5: Lots 2(40.62), 4(40.65), SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 6: Lots 2(40.39), 4(27.39), 6(27.15), SE4NW4, SE4SW4, NW4SE4 Section 8: NW4NE4, NW4NW4, SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 9: NW4NE4, NW4NW4, SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 10: NW4NE4, NW4NW4, SE4NW4, NW4SW4, SE4SW4, NW4SE4 Containing 1,657.94 acres, more or less	8/1/1994	N/A	N/A	Stanley Energy W., Inc. Scott R. Clark Douglas P. Battin High Plains Associates, Inc. Pepco, Inc. Mark E. Brown Robert W. McDermott	2.55000% 0.75000% 0.75000% 0.50000% 0.18000% 0.14625% 0.12375%
U.S.A. WYW-133080	High Plains Associates, Inc.	Township 28 North, Range 110 West, 6th P.M. Section 12: N2, SW4 Section 13: W2 Section 25: S2 Containing 1,120.00 acres, more or less	8/1/1994	N/A	N/A	Stanley Energy W., Inc. Scott R. Clark Douglas P. Battin High Plains Associates, Inc. Pepco, Inc. Mark E. Brown Robert W. McDermott	2.55000% 0.75000% 0.75000% 0.50000% 0.18000% 0.14625% 0.12375%
[redacted]A. WYW-120626	Ronald R. Dawursk	Township 27 North, Range 110 West, 6th P.M. Section 12: W2NE4, NW4, N2SW4, SE4SW4, SE4 Containing 520.00 acres, more or less	7/1/1990	N/A	N/A	High Plains Associates, Inc.	0.50000%

503

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated September 25, 1995, by and between High Plains Associates, Inc., as Assignor, and High Plains Associates, Inc., Scott R. Clark, Douglas P. Battin, Pepco, Inc., Mark E. Brown, Robert W. McDermott and Stanley Energy W., Inc., as Assignees

Sublette County, Wyoming

LESSOR	LESSEE	DESCRIPTION	DATE	BOOK	PAGE	ORRI ASSIGNED	
U.S.A. WYW-120611	Bridge Oil (U.S.A.) Inc.	Township 27 North, Range 109 West, 6th P.M. Section 7: Lots 1-4, E2, E2W2 Containing 587.68 acres, more or less	7/1/1990	N/A	N/A	High Plains Associates, Inc. Stanley Energy W., Inc. Douglas P. Battin Scott R. Clark Pepco, Inc. Mark E. Brown Robert W. McDermott	0.250000% 0.141667% 0.041667% 0.041666% 0.010000% 0.008125% 0.006875%
U.S.A. WYW-120623	Bridge Oil (U.S.A.) Inc.	Township 27 North, Range 110 West, 6th P.M. Section 1: Lots 1-4, S2N2 Containing 321.00 ares, more or less	7/1/1990	N/A	N/A	High Plains Associates, Inc. Stanley Energy W., Inc. Douglas P. Battin Scott R. Clark Pepco, Inc. Mark E. Brown Robert W. McDermott	0.250000% 0.141667% 0.041667% 0.041666% 0.010000% 0.008125% 0.006875%
U.S.A. WYW-120624	Bridge Oil (U.S.A.) Inc.	Township 27 North, Range 110 West, 6th P.M. Section 1: NE4SE4 Containing 40.00 acres, more or less	7/1/1990	N/A	N/A	High Plains Associates, Inc. Stanley Energy W., Inc. Douglas P. Battin Scott R. Clark Pepco, Inc. Mark E. Brown Robert W. McDermott	0.250000% 0.141667% 0.041667% 0.041666% 0.010000% 0.008125% 0.006875%

504

*** END OF EXHIBIT "A" ***

[F:\ASH\GOLDENGT.EXA]

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, High Plains Associates, Inc., of 1600 Broadway, Suite 1565, Denver, CO 80202 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the parties listed below (hereinafter called Assignees) in the percentages set opposite their names, all of Assignor's right, title and interest in and to those Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

Assignees	Interest Assigned
Cabot Oil & Gas Production Corporation 15375 Memorial Drive Houston, TX 77079	60.0%
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, CO 80203	40.0%

This Assignment is made subject to that certain Letter Agreement dated May 5, 1994, by and between Cabot Oil and Gas Production Corporation and High Plains Associates, Inc., and is also made subject to all prior assignments, burdens and liabilities of record.

This Assignment is made without warranty of title of any kind, either express or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignees and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED this 28th day of September, 1995.

ATTEST

By: _____
Lynne M. Romanchuk
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: _____
Louis A. Oswald, III
President

254830

RECORDED Dec. 20, 1995 11:20 AM
IN BOOK 1059 PAGE 505
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 28th day of September, 1995, by Louis A. Oswald, III, as President of High Plains Associates, Inc.

WITNESS my hand and notarial seal.

_____
Notary Public

My commission expires: 8/25/98

[P:\ASN\GOLDEN31.ASN]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 28, 1995, from High Plains Associates, Inc., as Assignor, to Cabot Oil & Gas Production Corporation and Stanley Energy W., Inc., as Assignees

LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	DATE	BOOK	PAGE
9634	U.S.A. WYW-133070	High Plains Associates, Inc.	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 3: Lots 2(40.28), 4(40.39), SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 4: Lots 2(40.49), 4(40.58), SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 5: Lots 2(40.62), 4(40.65), SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 6: Lots 2(40.39), 4(27.39) 6(27.15), SE4NW4, SE4SW4, NW4SE4 Section 8: NW4NE4, NW4NW4, SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 9: NW4NE4, NW4NW4, SE4NW4, NW4SW4, SE4SW4, NW4SE4 Section 10: NW4NE4, NW4NW4, SE4NW4, NW4SW4, SE4SW4, NW4SE4 Containing 1,657.94 acres, more or less	8/1/1994	N/A	N/A
9635	U.S.A. WYW-133080	High Plains Associates, Inc.	Sublette	Wyoming	Township 28 North, Range 110 West, 6th P.M. Section 12: N2, SW4 Section 13: W2 Section 25: S2 Containing 1,120.00 acres, more or less	8/1/1994	N/A	N/A
9642-1	U.S.A. WYW-120626	Ronald R. Dawursk	Sublette	Wyoming	Township 27 North, Range 110 West, 6th P.M. Section 12: W2NE4, NW4, N2SW4, SE4SW4, SE4 Containing 520.00 acres, more or less	7/1/1990	N/A	N/A
9673	U.S.A. WYW-120611	Bridge Oil (U.S.A.) Inc.	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 7: Lots 1-4, E2, E2W2 Containing 587.68 acres, more or less	7/1/1990	N/A	N/A
9675-1	U.S.A. WYW-120623	Bridge Oil (U.S.A.) Inc.	Sublette	Wyoming	Township 27 North, Range 110 West, 6th P.M. Section 1: Lots 1-4, S2N2 Containing 321 acres, more or less	7/1/1990	N/A	N/A
9676-1	U.S.A. WYW-120624	Bridge Oil (U.S.A.) Inc.	Sublette	Wyoming	Township 27 North, Range 110 West, 6th P.M. Section 1: NE4SE4 Containing 40.00 acres, more or less	7/1/1990	N/A	N/A

500

[redacted] [redacted] [redacted]

WELL NAME: McDonald Draw Unit

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

254908

THE STATE OF Wyoming §
§
COUNTY OF Sublette §

RECORDED Nov. 27, 19 95 4:35pm
IN BOOK 102 pg 6 PAGE 507
FEES 18.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sacton

CROSS TIMBERS OIL COMPANY, a Delaware corporation, whose address is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102 (hereinafter called "Assignor"), for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and convey unto

S & C Construction Inc.
202 Sawgrass Lane
Broussard, La 70518

(hereinafter called "Assignee"), all of Assignor's right, title and interest in and to the following:

(a) The oil, gas and mineral leases and the leasehold estates created thereby, described in Exhibit A attached hereto (herein called the "Leases"), insofar as the Leases cover and relate to the land described in Exhibit A (herein called the "Land"), together with corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Land being a part thereof, all production from the pool or unit allocated to any such Land, and all interests in any wells within the pool or unit associated with the Land;

(b) All personal property, equipment, fixtures, and improvements appurtenant to the Leases and Lands insofar as they are used or obtained in connection with the operation of the Leases and insofar as they cover the Lands or relate to the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto;

(c) To the extent transferable, all contracts and contractual rights, obligations, and interests, including all farmout and farmin agreements, operating agreements, production sales and purchase contracts, saltwater disposal agreements, surface leases, division and transfer orders, and other contracts or agreements covering or affecting any or all of the interests described or referred to above; and

(d) All easements, rights-of-way, licenses, authorizations, permits, and similar rights and interests applicable to, or used or useful in connection with, any or all of the above-described interests.

All of the above real and personal properties, rights, titles, and interests described in subparagraphs (a) through (d) above, subject to the limitations and terms expressly set forth herein and in the Exhibit A attached hereto, are hereinafter collectively called the "Property".

Lot No.: 73

This Assignment shall be effective as of November 1, 1995, at 7:00 a.m. local time where the Property is located ("Effective Time").

Assignee hereby agrees that all oil in the lease tanks above the pipeline connections as of the Effective Time is excluded from this sale and is reserved by and remains the property of Assignor. The quantity and the grade of such oil shall be ascertained jointly by Assignor and Assignee as of the Effective Time, and Assignor will bill Assignee for the value thereof on the basis of the posted price then prevailing in the field for oil of similar grade and quality. Further, Assignee agrees that all gas produced and the proceeds of gas produced prior to the Effective Time shall likewise remain the property of Assignor.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR IN LAW, AS TO TITLE, MERCHANTABILITY, DURABILITY, USE, OPERATION, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION OR SAFETY OF THE PROPERTY, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE. ASSIGNOR DOES NOT IN ANY WAY REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR.

ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, INCLUDING THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND THAT IT ACCEPTS THE SAME "AS IS" AND "WITH ALL FAULTS". Assignee agrees to assume all responsibility for the wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith before, on and after the Effective Time, and Assignee agrees to indemnify, defend and hold Assignor and its directors, officers, contractors, agents, employees and representatives (collectively, "Assignor Group") harmless from and against any and all liabilities, losses, claims, demands, causes of action, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) of every kind and character (collectively, "Losses") arising out of, incident to, or in connection with the Property, or Assignee's or other parties' operations on the Property, arising or occurring before, on or after the Effective Time.

Assignee acknowledges that there may have been spills of wastes, crude oil, produced water or other materials in the past onto the Property or in connection therewith. In addition, some oil field production equipment may contain asbestos or naturally occurring radioactive material (hereinafter referred to as "NORM"). In this regard Assignee expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms, and that said wells, materials and equipment located on the Property or included therein may contain NORM and that NORM-containing material may be buried or otherwise disposed of on the Property. Assignee also expressly understands that special procedures may be required for the remediation, removal, transportation and disposal of asbestos and NORM from the Property where it may be found, and Assignee assumes all liability for or

in connection with assessment, remediation, removal, transportation and disposal of any such materials and associated activities in accordance with all rules, regulations and requirements of governmental agencies.

ASSIGNEE RELEASES ASSIGNOR GROUP FROM ANY LOSSES WITH RESPECT TO THE PROPERTY, WHETHER OR NOT CAUSED BY OR ATTRIBUTABLE TO ASSIGNOR'S NEGLIGENCE AND WHETHER OR NOT ARISING FROM OR IN CONNECTION WITH OR DURING THE PERIOD OF ASSIGNOR'S OWNERSHIP OR USE OF THE PROPERTY. WITHOUT LIMITING THE ABOVE, ASSIGNEE WAIVES ITS RIGHT TO RECOVER FROM ASSIGNOR GROUP AND FOREVER RELEASES AND DISCHARGES ASSIGNOR GROUP FROM ANY AND ALL LOSSES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. 9601 ET. SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. 6901 ET. SEQ.), THE CLEAN WATER ACT (33 U.S.C. 466 ET. SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. 1801 ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. 2601-2629) AND ALL APPLICABLE STATE OR LOCAL LAWS.

Assignee, its successors and assigns, hereby agrees to indemnify, defend and hold Assignor Group harmless from and against all Losses (including, but not limited to, any civil fines, penalties, expenses, and costs of clean-up) brought by any and all persons, including, but not limited to, Assignee's and Assignor's employees, agents or representatives and also any private citizens, persons, organizations and any agency, branch or representative of federal, state or local government, on account of any personal injury or death or damage, destruction, loss of property or contamination of natural resource (including air, soil, surface water or ground water) resulting from, arising out of any liability caused by, or connected with any environmental condition of the Property before, on or after the Effective Time, including, but not limited to, the presence, disposal or release of any material of any kind in, on or under the Property or other affected property, or at any time caused by or connected with acts or omissions of Assignee, its employees, representatives or agents with regard to its use, ownership or operatorship of the Property. ASSIGNEE'S INDEMNIFICATION SHALL EXTEND TO AND INCLUDE (I) THE NEGLIGENCE OF ASSIGNOR GROUP, ASSIGNEE AND PARTIES ACTING ON BEHALF OF ASSIGNEE, WHETHER SUCH NEGLIGENCE IS ACTIVE OR PASSIVE, JOINT, SOLE OR CONCURRENT AND (II) ASSIGNOR'S STRICT LIABILITY. This indemnification shall be in addition to any other indemnity provisions contained in this Assignment, and it is expressly understood and agreed that any terms of this paragraph shall control over any conflicting or contradicting terms or provisions contained in this Assignment.

Assignee shall properly plug and abandon at Assignee's expense all wells herein assigned or located on the Property and shall clean and restore the surface at Assignee's expense and in accordance with the applicable lease provisions and State and Federal rules and regulations pertaining to the plugging and abandoning of such wells and the restoration of such surface. Assignee shall indemnify, defend and hold Assignor Group harmless from and against all Losses as a result of Assignee's failure to comply with the provisions of this paragraph and this Assignment.

All taxes, including but not limited to ad valorem, property, severance and windfall profit taxes, shall be prorated between Assignor and Assignee as of the Effective Time, with Assignor responsible for all such taxes accruing prior thereto and Assignee responsible for all such taxes accruing thereafter. Assignor will reimburse Assignee for Assignor's share of ad valorem taxes which are due on oil or gas produced prior to the Effective Time, but not payable until after the Effective Time. Assignee shall bear and pay any real property transfer taxes and any recording fees associated with the transfer of the Property. Assignee agrees to be solely responsible for any and all sales taxes, if any, due on equipment, material and property hereby assigned and sold, and Assignee shall remit such sales taxes to the proper taxing authority.

Assignee agrees to perform all operations in compliance with all applicable Local, State, Indian and Federal laws, orders, rules and regulations, and to observe, perform and abide by all of the lease terms and provisions, express and implied, applicable to Assignor's interest in the Property. Assignee further agrees to secure the bonds, permits and other documents as required by the appropriate regulatory authority which are necessary to effectuate the transfer of interests hereby and to cause the release of Assignor's continued liability as lessee or operator. The parties hereto agree to execute such additional documents or instruments as necessary to transfer Assignor's interest in any State, Federal or Indian oil and gas properties assigned hereby to Assignee.

Assignee accepts this transfer of Property subject to any and all covenants in instruments in the chain of title and to any outstanding agreements, whether recorded or not, which may include, but is not limited to, agreements for options, leases, permits, rights-of-way, easements, water disposal systems, licenses, operating agreements and production sales agreements; and in this regard, Assignee assumes all duties and obligations associated with said outstanding agreements, including, but not limited to, all of Assignor's rights and obligations in and for any gas sales, production or transportation imbalances, whether as a result of overproduction or underproduction by Assignor.

Assignor expressly reserves the nonexclusive rights of access to and use of the rights-of-ways and easements assigned herein or associated with the Leases to the extent necessary to develop or make use of any leasehold or mineral interests retained by Assignor.

This Assignment, Bill of Sale and Conveyance shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the respective parties hereto.

[redacted] [redacted] [redacted]

EXECUTED this 26th day of October, 1995, but effective as of the Effective Time.

ATTEST:

By: Virginia Anderson
Virginia Anderson
Secretary

ASSIGNOR:

CROSS TIMBERS OIL COMPANY

By: Vaughn O. Vennerberg, II
Vaughn O. Vennerberg, II
Senior Vice President - Land

ATTEST:

By: _____
Name: _____
Title: _____

ASSIGNEE:

S & C Construction, Inc.

By: Steven D. Cosby
Name: STEVEN D. COSBY
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of October, 1995, personally appeared Vaughn O. Vennerberg, II, to me known to be the identical person who subscribed the name of Cross Timbers Oil Company to the within and foregoing instrument as its Senior Vice President - Land and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires:

Kim Fields Rhoads
Notary Public

KIM FIELDS RHOADS
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/13/99

511

Individual Acknowledgement

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____ _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this ___ day of _____, 1995.

My Commission Expires:

_____
Notary Public in and for
The State of _____

_____

Corporate Acknowledgement

STATE OF Texas §
§
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally appeared Steven D Cosby, as President of S+C Construction, Inc., a Louisiana corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

Given under my hand and seal this 8th day of November 1995.

My Commission Expires:

BRENDA K. WALLS
MY COMMISSION EXPIRES
November 4, 1998

_____

Brenda K Walls
Notary Public in and for
The State of Texas

EXHIBIT "A"
Attached to and made part of that certain Conveyance, Assignment and Bill of Sale Dated November 1, 1995, between Cross Timbers Oil Company, as Seller and S & C Construction, Inc. as Buyer Sublette County, Wyoming

MCDONALD DRAW UNIT

LEASE NO.:	624-7775-00
LEASE DATE:	December 01, 1948
LESSOR:	Bureau of Land Management: USA W-92217
LESSEE:	Gordon S. Wise
RECORDING:	N/A
DESCRIPTION:	INSOFAR AND ONLY INSOFAR as said Lease covers NE/4 of Section 18, T28N-R112W, LIMITED from the surface down to the depth of 3,359', Sublette County, Wyoming

LEASE NO.:	624-7776-00
LEASE DATE:	July 01, 1948
LESSOR:	Bureau of Land Management: USA W-92216
LESSEE:	E. Cecil McGavin
RECORDING;	N/A
DESCRIPTION:	INSOFAR AND ONLY INSOFAR as said Lease covers SW/4 NE/4, SE/4 NW/4, NE/4 SW/4, NW/4 SE/4 and S/2 SE/4 of Section 7, T28N-R112W, LIMITED from the surface down to the depth of 3,359', Sublette County, Wyoming

LEASE NO.:	624-7777-00
LEASE DATE:	March 12, 1963
LESSOR:	William J. McGinnis, etux Mamie McGinnis
LESSEE:	Belco Petroleum Corporation
RECORDING:	Book 36, Page 119
DESCRIPTION:	INSOFAR AND ONLY INSOFAR as said Lease covers NE/4 SE/4 of Section 18, T28N-R112W, LIMITED from the surface down to the depth of 3,359', Sublette County, Wyoming

514

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between John J. Chrisman, a married man dealing in his sole and separate property, P.O. Box 308, Big Piney, WY 83101 as Lessor (whether one or more), and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee; but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

* See Exhibit "A" attached hereto and incorporated by this reference.

254942

RECORDED Nov. 30 1995 3:30PM
IN BOOK 102 PAGE 514
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sutton

in the County of Sublette, State of Wyoming, containing 920.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in Ivey Bank of Wyoming at Big Piney, Wy 83113 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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.

[redacted] [redacted] [redacted]

7. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

_____

_____

_____

_____

LESSOR (WHETHER ONE OR MORE) **SS NO. OR TAX ID**

X John J. Chrisman, 520508039

_____

ACKNOWLEDGEMENTS

STATE OF Wyoming }
County of Sublette } S.S.

On this 16th day of November, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared John J. Chrisman, 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 9-16-97

Wendy J. Luckow
Notary Public

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-97

INDIVIDUAL
(For use in all states)

STATE OF _____ }
County of _____ } S.S.

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____, known to me to be the person or persons whose name[illegible]e subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purpose[illegible] herein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

_____
Notary Public

Address: _____

INDIVIDUAL
(For use in all states)

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

5/6

To Ponilly	From Tony V.
Co.	Co.
Dept.	Phone # 789 4200
Fax #	Fax # 789 0559

EXHIBIT 'A'

To Oil and Gas Lease dated

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor (hereafter "Owner") is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee (hereafter "Operator") agrees to reimburse the Owner for such deductions.

3) Surface and damage stipulations:

(a) Owner hereby gives, grants and conveys to Operator, its agents, employees and assigns, a right to enter upon and use the property of Owner for the purposes of drilling, completing and/or producing on the above-described lands, together with the right-of-way and easement across the lands of Owner to construct and maintain an access road, well site tank battery, and pipelines, and other such related facilities being necessary for the Operator's complete enjoyment of the rights granted in the oil and gas lease.

(b) Operator shall notify Owner prior to entry upon said lands, and shall consult with Owner, and/or his representative as to the location of well sites, roads, pipelines and other facilities. All surface and mineral uses not inconsistent with the rights of Operator, including the right to grant successive easements thereon or across, are hereby reserved to Owner and consideration shall always be given to such reserved rights and uses when locating well sites, roads, pipelines and facilities. Owner agrees to notify Operator prior to the granting of successive

easements of protective covenants together with agreements for contribution and maintenance of the easement by the new grantee on the affected property.

(c) ROADS AND PIPELINES: Right-of-Way compensation shall be at a rate of $16.00 per linear rod as surface damage and shall be a one time payment. All pipelines and rights-of-way shall be limited to twenty (20) feet in width, and for actual traveled roadbed, a reasonable width not to exceed fifteen (15) feet from the center of such right-of-way for fills, shoulder and crossings unless altered by the parties in writing. It is agreed by the parties hereto that all roads shall be properly graded, drained and maintained by Operator. Reseeding to Owner's specifications shall be accomplished over the entire disturbed area unless otherwise agreed. All topsoil shall be removed from all affected areas and shall be stockpiled until Operator is no longer actively utilizing the affected area or in the case of a pipeline when the pipeline is in place. Operator shall take all measures necessary to avoid damage to Owner's irrigation system and the ditches utilized in such system.

(d) Operator agrees to fence pits and other dangerous areas, and at all times keep the site and rights-of-way safe and in good order, and free of litter and debris. At any site where Operator does not discover oil, gas or hydrocarbons in commercial quantities, and determines the well to be a "dry hole", Operator shall restore and reseed said area after replacing the topsoil. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All cleanup and restoration requirements shall be completed by Operator within six (6) months after termination of drilling or production activities at any well site or right-of-way.

(e) No fences, cattle guards or other improvements of Owner shall be cut or damaged by Operator except with a prior written consent of Owner and payment of damages as appropriate, or other safeguards to protect the rights and properties of Owner and its

surface lease, if any. Upon final termination of drilling activities and/or production of the Operator's oil and gas lease on the above property, Operator shall return all roads and other rights-of-way to their original condition as near as practical, replacing topsoil and reseeding them, unless otherwise agreed to by the parties hereto.

(f) Operator agrees to compensate Owner for loss or damage caused by Operator, its agents or employees to the property or livestock and that of its surface operator, if any. In the event of default by the Operator in the payment of any sums herein above provided, Owner shall notify Operator in writing, and Operator shall have sixty (60) days after the date of such notification within which to cure such default and make the required payment. In the event Operator does not cure default within the time specified, and it becomes necessary, the parties hereto agree to submit to arbitration and abide by the decision thereof.

(g) No road or pipeline or other facility shall be built or used within three hundred (300) feet of the existing residence in said S½SE¼, Section 2, without prior written consent of Owner.

4) Operator is aware of the importance of existing hay meadows on Owner's lands and will use its best efforts not to conduct operations on said meadows during the growing and cutting season.

5) Notwithstanding anything to the contrary in the "printed form" of this lease, all stipulations in this Exhibit 'A' shall take precedent over any conflicts or ambiguities.

John J. Chrisman
Lessor

Date: 11/14/1995

Lessee BASELINE MINERALS, INC.

Date: 11-27-95

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 27th day of June, 1995, between Penny L. Chrisman, Successor Trustee of the Charles G. Chrisman Revocable Trust dated March 2, 1992
P.O. Box 67
LaBarge, WY 83123
and Baseline Minerals, Inc. 1645 Court Place Suite 422 Denver, Colorado 80202 as Lessor (whether one or more), as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

254943

RECORDED Dec. 30, 1995 3:34 PM
IN BOOK 102 Pct 6 PAGE 519
FEES 14.00
COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Jackson

* See Exhibit "A" attached hereto and incorporated by this reference.

in the County of Sublette, State of Wyoming, containing 628.580 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, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, 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. **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 sell such production to itself or an affiliate at the wellhead market 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, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate 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 arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter 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 being sold by Lessee, then Lessee shall pay an aggregate 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 below, 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 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 cessation of such operations or production. 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.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in _____ at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. 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 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 payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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 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. If at the end of the primary term, or at any time thereafter, 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 interruption 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 reservoirs then capable of producing in paying quantities on the leased premises or land 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than 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. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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. To revise a unit hereunder, 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. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

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 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 shut-in royalties hereunder, Lessee may pay or tender such 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 shut-in royalties hereunder, Lessee may pay or tender such 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 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 less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, 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 wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized 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 of Lessor 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

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 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 royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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.

WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE) **SS NO. OR TAX ID**

x Penny L. Chrisman 83-6042308

Penny L. Chrisman, Successor Trustee of the Charles G. Chrisman Revocable Trust
Chas G. Chrisman Trust

ACKNOWLEDGEMENTS

WENDY J. LUCKOW - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-16-97

INDIVIDUAL
(For use in all states)

STATE OF Wyoming }
County of Sublette } S.S.

On this 16th day of November, 19 95, before me, the undersigned Notary Public in and for said county and state, personally appeared Penny L. Chrisman, Successor Trustee of the Charles G. Chrisman Revocable Trust dated March 2, 1992
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 9-16-97

Wendy J. Luckow
Notary Public

Address: _____

STATE OF _____ }
County of _____ } S.S.

INDIVIDUAL
(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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.

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

By _____
Clerk (or Deputy)

[redacted]

To Penny	[redacted] Tony V.
Co.	Co.
Dept.	Phone # 789 4200
Fax #	Fax # 789 0559

[redacted]

EXHIBIT 'A'

To Oil and Gas Lease dated _____

1) All reference made to the term one-eighth (1/8th) royalty contained in this lease form is hereby modified to read a royalty of one-sixth (1/6th).

2) The royalty interest retained herein by Lessor (hereafter "Owner") is a "non-cost bearing" interest, free of all cost and expenses resulting from drilling, completing wells, producing, processing, compressing, pumping, recycling, gathering, heater treating, dehydrating, separating, storing or transporting oil to the storage tanks or gas to the market pipeline. If the purchaser of the products deducts from the purchase price for any reason, the Lessee (hereafter "Operator") agrees to reimburse the Owner for such deductions.

3) Surface and damage stipulations:

(a) Owner hereby gives, grants and conveys to Operator, its agents, employees and assigns, a right to enter upon and use the property of Owner for the purposes of drilling, completing and/or producing on the above-described lands, together with the right-of-way and easement across the lands of Owner to construct and maintain an access road, well site tank battery, and pipelines, and other such related facilities being necessary for the Operator's complete enjoyment of the rights granted in the oil and gas lease.

(b) Operator shall notify Owner prior to entry upon said lands, and shall consult with Owner, and/or his representative as to the location of well sites, roads, pipelines and other facilities. All surface and mineral uses not inconsistent with the rights of Operator, including the right to grant successive easements thereon or across, are hereby reserved to Owner and consideration shall always be given to such reserved rights and uses when locating well sites, roads, pipelines and facilities. Owner agrees to notify Operator prior to the granting of successive

easements of protective covenants together with agreements for contribution and maintenance of the easement by the new grantee on the affected property.

(c) ROADS AND PIPELINES: Right-of-Way compensation shall be at a rate of $16.00 per linear rod as surface damage and shall be a one time payment. All pipelines and rights-of-way shall be limited to twenty (20) feet in width, and for actual traveled roadbed, a reasonable width not to exceed fifteen (15) feet from the center of such right-of-way for fills, shoulder and crossings unless altered by the parties in writing. It is agreed by the parties hereto that all roads shall be properly graded, drained and maintained by Operator. Reseeding to Owner's specifications shall be accomplished over the entire disturbed area unless otherwise agreed. All topsoil shall be removed from all affected areas and shall be stockpiled until Operator is no longer actively utilizing the affected area or in the case of a pipeline when the pipeline is in place. Operator shall take all measures necessary to avoid damage to Owner's irrigation system and the ditches utilized in such system.

(d) Operator agrees to fence pits and other dangerous areas, and at all times keep the site and rights-of-way safe and in good order, and free of litter and debris. At any site where Operator does not discover oil, gas or hydrocarbons in commercial quantities, and determines the well to be a "dry hole", Operator shall restore and reseed said area after replacing the topsoil. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All cleanup and restoration requirements shall be completed by Operator within six (6) months after termination of drilling or production activities at any well site or right-of-way.

(e) No fences, cattle guards or other improvements of Owner shall be cut or damaged by Operator except with a prior written consent of Owner and payment of damages as appropriate, or other safeguards to protect the rights and properties of Owner and its

surface lease, if any. Upon final termination of drilling activities and/or production of the Operator's oil and gas lease on the above property, Operator shall return all roads and other rights-of-way to their original condition as near as practical, replacing topsoil and reseeding them, unless otherwise agreed to by the parties hereto.

(f) Operator agrees to compensate Owner for loss or damage caused by Operator, its agents or employees to the property or livestock and that of its surface operator, if any. In the event of default by the Operator in the payment of any sums herein above provided, Owner shall notify Operator in writing, and Operator shall have sixty (60) days after the date of such notification within which to cure such default and make the required payment. In the event Operator does not cure default within the time specified, and it becomes necessary, the parties hereto agree to submit to arbitration and abide by the decision thereof.

(g) No road or pipeline or other facility shall be built or used within three hundred (300) feet of the existing residence in said S½SE¼, Section 2, without prior written consent of Owner.

4) Operator is aware of the importance of existing hay meadows on Owner's lands and will use its best efforts not to conduct opurations on said meadows during the growing and cutting season.

5) Notwithstanding anything to the contrary in the "printed form" of this lease, all stipulations in this Exhibit 'A' shall take precedent over any conflicts or ambiguities.

Chas. L. Chrisman Trust
Lessor
Kenny L. Chrisman, Trustee
Date: JAN 15, 1995

Lessee Bostic Miners, Inc.
Date: 11-27-95

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING)
: ss.
County of Washakie)

THIS ASSIGNMENT AND BILL OF SALE (this "Agreement"), is executed effective as of July 1, 1995 (the "Effective Date") by and between NATURAL GAS PROCESSING CO., a Wyoming corporation of P. O. Box 541, Worland, Wyoming 82401 (hereinafter referred to as "Seller"), and KCS RESOURCES, INC. d/b/a KCS MOUNTAIN RESOURCES, INC., a Delaware corporation of 5555 San Felipe, Suite 1200, Houston, Texas 77056 (hereinafter referred to as "Buyer"), and

RECITALS

1. This Assignment is executed pursuant to a Purchase and Sale Agreement (the "Agreement") dated September 8, 1995, but effective as of July 1, 1995, between Buyer and Seller.

2. This Assignment covers the lands, leases and wells located within Sublette County, Wyoming described in Exhibit "A", attached hereto and made a part hereof for all purposes. Said lands, leases and wells, owned by Seller, are referred to herein as "the Properties", which term shall have the same meaning herein as given that term in said Agreement.

NOW, THEREFORE, the parties agree as follows:

Subject to the terms and provisions of this Assignment, Seller, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto Buyer, without warranty, express or implied, except that Seller warrants against any liens or encumbrances created by or through Seller, all of its undivided interest, in and to the following (the "Interests"):

(a) oil, gas and mineral leases and leasehold interests described on Exhibit "A" hereto (collectively, the "Leases" and individually a "Lease");

(b) all oil, gas, water, water disposal and other wells described on Exhibit "A" hereto (collectively the "Wells" and individually, a "Well");

(c) any interest in pooled, communitized or unitized acreage owned or held by virtue of any Lease (or portion thereof) being a part thereof;

255062

-1-

RECORDED December 7 95 8:40 AM
IN BOOK 102 OF Misc PAGE 524
FEES $ 14.00 Mary L. Lankford
SUBLETTE COUNTY, WY
by Bethany A. Walker

[redacted] [redacted] [redacted]

(d) all agreements, contractual rights, preferential rights, reversionary rights, "back-in" rights, gas balancing credits, refund rights, patronage dividends, easements, rights-of-way, surface leases and other contracts, rights or estates relating to or used in connection with any Lease or Well, including, without limitation, all rights in, to and under or derived from operating agreements, unit agreements, surface leases, permits, farm-in and farm-outs, and other agreements and instruments relating to the exploration, production, storage, treatment, transportation, processing or sale of oil, gas and other hydrocarbons from the Leases or the Wells;

(e) all real, personal and mixed property and fixtures, including, without limitation, pipelines, pumping or compression stations, equipment, tanks and facilities located on lands covered by any Lease or used in connection with or appurtenant to the Wells and/or Leases, excluding, however, any appurtenant property excluded in the Agreement.

TO HAVE AND TO HOLD the Interests, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Buyer, its successors and assigns, forever.

GENERAL PROVISIONS

1. **Purchase and Sale Agreement**. This Assignment is made expressly subject to the terms, provisions and ongoing obligations and liabilities of the Agreement which is hereby incorporated and adopted herein by this reference.

2. **Assumption by Buyer.** Buyer hereby assumes and agrees to pay, perform and discharge the obligations of Seller relating to the Interests (including the obligation to properly plug and abandon all wells now or hereafter located on the Leases regardless of whether any such obligation to plug and abandon is attributable to periods of time prior to or after the Effective Date), but only to the extent that any of the foregoing are valid and enforceable, relate to the Interests and are attributable to the period after the Effective Date.

3. **Governmental Approvals**. This Assignment, insofar as it affects any interest in Leases the transfer of which must be approved by any governmental entity or agency, is made and accepted subject to the approval of the appropriate governmental entity or agency and to the terms of such approval, to the extent required by law.

4. **Counterparts**. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one assignment.

5. **Further Assurances**. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as not prohibited by applicable law so to do, Seller agrees to execute, acknowledge and deliver to Buyer all such other additional instruments, notices, division orders, letters in lieu, transfer orders, and other documents and to do all such other and further acts and things

as may be necessary more fully and effectively to grant, convey and assign to Buyer the Interests conveyed hereby or intended so to be.

6. **Assigns**. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Disclaimer**. Seller hereby expressly disclaims and negates any implied or express warranty of merchantability, of fitness for any particular purpose, or of conforming to models or samples of materials as to any personal property, fixtures or structures conveyed. By acceptance of this assignment, Buyer covenants and represents that Buyer has inspected the Properties and accepts the same "as is" and "where is". The parties hereto agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph 7 are "conspicuous" disclaimers for the purpose of any applicable law, rule or order.

EXECUTED on this 8th day of November, 1995, but to be effective for all purposes as of the Effective Date.

ATTEST:

By: Philip Caines
Philip Caines
Its: Secretary/Treasurer

NATURAL GAS PROCESSING CO.

By: [signature]
David L. Hamilton
Its: President

ATTEST:

By: J D Copeland
J.D. Copeland
Its: Vice President and Assistant Secretary

KCS RESOURCES, INC. d/b/a
KCS MOUNTAIN RESOURCES, INC.

By: C.R. Devine
C.R. Devine
Its: President

STATE OF WYOMING)
: ss
County of Washakie)

On this 8th day of November, 1995, before me, a Notary Public for the State of Wyoming, personally appeared David L. Hamilton, known to me to be the President of NATURAL GAS PROCESSING CO., the corporation that executed the foregoing, and acknowledged to me that such corporation did execute the same.

Kathy Loveland
Notary Public for the State of Wyoming
Residing at Worland, Wyoming
My Commission expires: 11-8-97

(SEAL)

KATHY LOVELAND - NOTARY PUBLIC
County of Washakie
State of Wyoming
My Commission Expires Nov. 8, 1997

STATE OF Wyoming)
: ss
County of Washakie)

On this 8th day of November, 1995, before me, a Notary Public for the State of Wyoming, personally appeared C.R. Devine, known to me to be the President of KCS RESOURCES, INC. d/b/a KCS MOUNTAIN RESOURCES, INC., the corporation that executed the foregoing, and acknowledged to me that such corporation did execute the same.

Linda Roessing
Notary Public for the State of Wyoming
Residing at Worland, Wyoming
My Commission expires: 6-02-98

(SEAL)

LINDA ROESSING - NOTARY PUBLIC
County of Washakie
State of Wyoming
My Commission Expires June 2, 1998

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

LESSOR	LESSEE	DATE	RECORDING BOOK	RECORDING PAGE	DESCRIPTION
Federal Lease #W-015317	R.L. Manning	06/01/52			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 9: S/2SW/4, SW/4SE/4
Federal Lease #WY-08589	Jean Harmon	10/01/51			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 17: SE/4NE/4, NE/4SE/4

60

52

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

Serial No. WYW1[redacted]

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: Mtn 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 _____

255070

RECORDED Dec. 7 1995 10:00 A M
IN BOOK 102 MP + G PAGE 529
FEES 18.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 038ON R. 112W 06th Meridian WY State Sublette County

sec 008 E2;
010 N2,N2S1,SESW,SE;
022 NE;

Total acres in lease 1080.000
Rental retained $ 1620.00

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)

JUN 22 1995 (Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

529

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 26th day of JUNE, 1995

(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]

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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

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 sp ial 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]

WYW136834

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);

534

WYW136834

TIMING LIMITATION STIPULATION - TLS

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

(1) Feb 1 to Jul 31;

On the lands described below:

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

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

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

[redacted] [redacted] [redacted]

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.

536

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. UTU160735

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: Ben States Fuels Inc
   Street: 621 17th St #1125
   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

255071

RECORDED Dec 7 1995 10:00 AM
IN BOOK 102 Misc G PAGE 536
FEES 20.00 Mary L. Wilson COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracy L Hoover

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0220N R. 1120W 06th Meridian WY State Sublette County

Sec	018	NESW,SWSE;
	019	LOTS 1-4;
	019	E2W2,E2,SE;
	020	SWW,W2SW,NWSE;
	030	LOTS 1;
	030	NENW;
T. 0230N		R. 1130W 06th Meridian WY State
Sec	012	E2,W2SW,SESW;
	013	NENE,SWW,SW,W2SE,SESE;
	024	ALL;
	025	W2NE,E2W;

Total acres in lease 2473.720
Rental retained $ 371.06

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 Mudry
(Signing Officer)

Land Law Examiner
(Title)

JUL 22 1995
(Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

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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.

WYW136835

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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

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

WYW136835

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]

WYW136835

TIMING LIMITATION STIPULATION - TLS

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

(1) Feb 1 to Jul 31;

On the lands described below:

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

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

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

WYW136835

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.

544

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136836

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: Ultra Stables 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

255072

RECORDED Dec 7 1995 10:00AM
IN BOOK X92 Oth/b PAGE 544
FEES 22.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 026N R. 112W 06th Meridian WY State Sublette County

Sec		
	001	LOTS 3,4;
	001	S2NW,W2SW,SE;
	002	LOTS 1,2;
	002	SENE,S2;
	003	E2SE;
	011	W2NE,W2;
	013	S2;
	014	NENE,W2,SE;
	024	NESW;

Total acres in lease 2397.50
Rental retained $ 2395.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Jean Mudge
(Signing Officer)

Land Law Examiner JUN 22 1995
(Title) (Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

4: (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United State[illegible] 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 a[illegible] 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 [illegible] 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 26th day of JUNE, 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 [illegible] where produced without cost to lessor. Lessee shall not be required to hold such [illegible] 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 [illegible] 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.

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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

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

548

WYW136836

NO SURFACE OCCUPANCY STIPULATION - NSO

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

(1) Sec 11: SW,W2SE, Sec 14: W2NE,W2,SE;

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]

WYW136836

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 excluding areas protected by NSO;

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.)

WYW136836

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 excluding areas protected by NSO;

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]

WYW136836

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 excluding areas protected by NSO, 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.)

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

[redacted]

Serial No. UT1136 [redacted]

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: Mon 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 _____

255073

RECORDED Dec 7 1995 10:08 A M
IN BOOK 109 Of 6 PAGE 553
FEES 18.00 by _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoopes

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 026N R. 113W 6th Meridian WY State Sublette County

Sec		
007	LOTS 1-4;	
007	E2 E2W2;	
009	W2;	
017	ALL;	
018	LOTS 1-4;	
019	SWNE E2W2 SE;	
021	W2W2;	

Total acres in lease 2277.240
Rental retained $ 2111.00

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) JUL 03 1995 (Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 26th day of JUNE, 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] [redacted]

WYW [redacted]

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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

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 modifi lons 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]

WYW136838

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.)

WYW136838

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] WYW1 [redacted]

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.

560

Form 3120-1b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. UTU136629

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 United States Fuel 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

255074

RECORDED Dec 7 1995 10:00 AM
IN BOOK 182 PAGE 560
FEES 20.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 026N R. 118W 06th Meridian WY State Sublette County
Sec 010 N2 SE;
015 E2 E2SW;
022 NENE;

Total acres in lease 800.000
Rental retained $ 1200.00

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)

JUN 22 1995

EFFECTIVE DATE OF LEASE JUL 01 1995 (Date)

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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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(Signature of Lessee or Attorney-in-fact)

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(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
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Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

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

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.

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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

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

564

WYW136839

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: NE,E2SE, Sec 23: N2NW;

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]

[redacted] [redacted] [redacted]

WYW136839

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 excluding areas protected by NSO;

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.)

566

WYW136839

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 excluding areas protected by NSO, 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]

[redacted] [redacted] [redacted]

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)

568

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136840

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: Ltn 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 _____

255075

RECORDED Dec 7 19 95 10:15 AM
IN BOOK 102 MISC G PAGE 568
FEES 20.00
SUBLETTE COUNTY CLERK
By Tracey L Horer

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 036N R. 112W 06th Meridian WY State Sublette County

sec 015 NW;
020 E2SW,SE;
029 N2NE,NENW;

Total acres in lease 520.000
Rental retained $ 780.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Land Law Examiner (Title)

JUN 22 1995 (Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in 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 20th day of June, 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.

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 26th day of June, 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

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

572

WYW136840

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: NW;

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]

[redacted] [redacted] [redacted]

WYW136840

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 excluding areas protected by NSO, 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.)

WYW136840

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 excluding areas protected by NSO;

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]

[redacted] [redacted] [redacted]

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.

BUREAU OF LAND MANAGEMENT 576

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: Ultn 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

255076

RECORDED Dec 7 1995 10AM
IN BOOK 102 of Lt PAGE 576
FEES 18.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover
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. 036ON R. 113OW 06th Meridian WY State Sublette County

sec 001 LOTS 1-4;
001 S2N2,S2;
012 E2,E2W2;

Total acres in lease 1100.400
Rental retained $ 1663.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Jean Mackey
(Signing Officer)

Land Law Examiner
(Title)

JUN 26 1995
(Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 26TH day of JUNE, 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.

WVC 55850-1

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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

[redacted] [redacted] [redacted]

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

WYW136850

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]

[redacted] [redacted] [redacted]

WYW136850

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.)

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

[redacted]

Serial No. WYW136[redacted]

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: Ilth 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 _____

255077

RECORDED Dec 7 1995 10:00 AM
IN BOOK 102 PAGE 583
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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 Sublette County

sec 013 E2;
014 W2;
024 W2;

Total acres in lease 960 000
Rental retained $ 1440 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)

JUN 26 1995 (Date)

EFFECTIVE DATE OF LEASE JUL 01 1995

(Continued on reverse)

FOR LESSEE

583

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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(Signature of Lessee or Attorney-in-fact)

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

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

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] WYW136851 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 26th day of June, 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

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, #500, Denver, CO 80202

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]

WYW136851

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.)

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 3000-3a
(October 1992)

WY47-0004

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.
WYW-38887

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4, S/2 NE/4, SW/4NW/4, S/2 Section 5: Lots 1,2,3, S/2N/2, S/2 Containing 1,000.09 acres, more or less Sublette County, Wyoming As to the Madison Formation only which is the stratgraphic equivalent of the interval of -6569' to -7481' Subsea in the AQP #12-43 Well located in Section 12, T 29N-R115W, Sublette County, Wyoming. Subject to that certain Assignment and Bill of Sale dated October 3, 1988, by and between Amoco Production Company, Assignor, and Wolverine Exploration Company, Assignee.	50%	50%	None	None	5.0%

RECORDED Dec. 7 1995 1130A M
IN BOOK 102 OF L PAGE 589
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracy L Hance

255082

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 OCT 01 1995

By /s/ PAMELA J. LEWIS
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

NOV 9 - 1995

FOR ASSIGNEE

589

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.

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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor By: [signature]
or
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee By: [signature]
or
~~XXXXXXXXX~~ John P. Wold, President
(Signature)

ATTEST:

By: [signature]
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] WY47-0004 ASSIGNEES COPY [redacted]

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-38887

Lease Effective Date
(Anniversary Date)
04-01-73

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 4: Lot 4, S/2NE/4, SW/4NW/4, S/2 Section 5: Lots 1,2,3, S/2N/2, S/2 Containing 1,000.90 acres, more or less Sublette County, Wyoming (The interest conveyed above includes operating rights to all depths)	5.625%	5.625%	None	None	4.00%

255083

RECORDED Dec 7 9 95 11:30 AM
IN BOOK 192 076 PAGE 591
FEES 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective OCT 01 1995

☐ Assignment approved for attached land description

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

By PAMELA J. LEWIS
(Authorized Officer)

Chief, Leasable Minerals Section
(Title) FOR ASSIGNEE

NOV 07 1995
(Date)

591

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
(Please type or print)

Assignor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Assignee Wold Oil Properties, Inc.

By: John P. Wold
(Signature)
or
[redacted] John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WY47-0028 ASSIGNEE'S COPY

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-52404

Lease Effective Date
(Anniversary Date)
12-01-75

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code
   Wold Oil Properites, Inc.
   139 West Second Street, Suite 200
   Casper, Wyoming 82601

*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 115 West, 6th P.M. Section 12: All Containing 640.00 acres, more or less Sublette County, Wyoming Subject to Farmout Agreement dated August 15, 1981, between American Quasar Petroleum Company of New Mexico and Dreiling, Ltd.	22.5%	22.5%	None	None	11.25%

255084

RECORDED Dec 7 1995 1130A M
IN BOOK 102 Misc PAGE 593
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover

FOR RECORD

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 OCT 01 1995

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER NOV 13 1995
(Title) (Date)

593

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. Arnold
Notary Public in and for
the State of Texas

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 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 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor or Attorney-in-fact By: Jeffrey B. Robinson (Signature)
Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Assignee or [redacted] By: John P. Wold (Signature)
John P. Wold, President
(Signature)

ATTEST:
By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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: 1994-673-004/01053

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] WY47-0008 TRANSFEREE'S COPY [redacted]

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 SEP 18 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
WYW-54161

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 19: E/2 Containing 320.00 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands cover those depths and formations from the surface of the earth down to and including the base of the Dakota formation, less and except all existing well bores and associated equipment and production which are located on said lands as of October 1, 1989.	3.75%	3.75%	None	None	5.0%

255085

RECORDED Dec 7 1995 1130 AM
IN BOOK 198 Oth 4 PAGE 595
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE FOR ASSIGNEE

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 OCT 01 1995

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

NOV 13 1995 (Date)

595

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

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 other[illegible] 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 [illegible] 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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
or (Signature)
[illegible] John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Colleen Norman
Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

47-0008 ASSIGNEE'S COPY

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

DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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-54161

Lease Effective Date
(Anniversary Date)
04-01-76

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 19: E/2 Containing 320.00 acres, more or less Sublette County, Wyoming (The interest conveyed above includes operating rights to all depths)	7.125%	7.125%	None	None	8.00% 255086

RECORDED Dec 7 1995 10:30 AM
IN BOOK 102 MD 4 PAGE 597
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 01 1995

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 13 1995
(Date)

597

598

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. Arnold
Notary Public in and for
the State of Texas

M. A. ARNOLD
MY COMMISSION EXPIRES
November 26, 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 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor or Attorney-in-fact By: Jeffrey B. Robinson (Signature)
Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Assignee or [redacted] Wold Oil Properties, Inc.
By: John P. Wold (Signature)
John P. Wold, President
(Signature)

ATTEST:
By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

[redacted] WY47-0014 ASSIGNEES COPY

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-56739

Lease Effective Date
(Anniversary Date)
12-01-76

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 32: SE/4NE/4, NE/4SW/4, S/2SW/4, SE/4 Containing 320.00 acres, more or less Sublette County, Wyoming (The interest conveyed above includes operating rights to all depths)	15.6394%	15.6394%	None	None	8.25%

RECORDED Dec 7 1995 1130 AM
IN BOOK 103 Misc PAGE 599
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover

255087

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

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 01 1995

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 13 1995
(Date)

599

600

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor or Attorney-in-fact By: Jeffrey B. Robinson (Signature)
Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Assignee or [illegible] By: John P. Wold (Signature)
John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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: 1994-873-004/01053

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] WY47-0010 [redacted]

ASSIGNEE'S COPY

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-59398

Lease Effective Date
(Anniversary Date)
08-01-77

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 18: NE/4 Section 20: All Containing 800.00 acres, more or less Sublette County, Wyoming (Including operating rights to all depths)	14.25% 7.125%	14.25% 7.125%	None None	None None	9.25% 9.25%

255088

RECORDED Dec 7 1995 1130AM
IN BOOK 102 Mor 6 PAGE 601
FEES 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hosier

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 01 1995

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

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

OCT 01 1995 (Date)

601

602

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor By: Jeffrey B. Robinson
(Signature)
or
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Assignee Wold Oil Properties, Inc.

Assignee By: John P. Wold
(Signature)
or
[redacted] John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

NOTARY PUBLIC

Carleen Norman
Notary Public

My Commission Expires:
February 25, 1997

[redacted] [redacted] [redacted]

Form 3000-3a
(June 1988)

[redacted]

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

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

RECEIVED
BUREAU OF LAND MANAGEMENT
95 SEP 18 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.

WYW-59398

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description		Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.		Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a		b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M.						
Section 18: NE¼	*	3.750%	3.750%	None	None	6.25%
Section 20: All	**	7.125%	7.125%	None	None	6.25%
Containing 800.00 acres, more or less						
Sublette County, Wyoming						
*Insofar and only insofar as the above described lands cover those depths and formations from the surface of the ground down to and including the base of the Dakota Formation, less and except any and all existing well bores and associated equipment and production which are located on said lands as of October 1, 1989. (The above conveyed interest applies to both Sections 18 and 20).						
**Insofar and only insofar as the above described lands cover those depths and formations below the base of the Dakota Formation (9340'). (The above conveyed interest applies only to Section 20).						

255089

RECORDED Dec. 7 19 95 11:30 AM
IN BOOK 102 of O & G PAGE 603
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracy L Hoover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 OCT 01 1995

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
NOV 30 1995 (Date)

603

604

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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 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 18th day of July, 19 95

Name of Transferor: Amerac Energy Coporation
Please type or print

Transferor By: Jeffrey B. Robinson *
(Signature)

or Attorney-in-fact: Jeffrey B. Robinson, President

(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston TX 77002-2730
(City) (State) (Zip Code)

Executed this 15th day of Sept, 19 95

Transferee: Wold Oil Properties, Inc.

Transferee By: John P Wold
(Signature)

or Attorney-in-fact: John P. Wold, President

(Signature)

ATTEST:

By: Peter I Wold
Peter I. Wold, Secretary/Treasurer

18 U.S.C. Sec. 1001 makes it 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 WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] TRANSFEREES [redacted]

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.

WYW-60620

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Wold Oil Properties, Inc.
Street 139 West Second Street, Suite 200
City, State, ZIP Code Casper, Wyoming 82601

RECORDED Dec 7 1995 1130A M
IN BOOK 108 O+G PAGE 605
FEES 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Moore

*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.

255030

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

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

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

Land Description		Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.		Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a		b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M.						
Section 5: Lot 4	*	3.750%	3.750%	None	None	7.5%
Section 6: Lots 1, 2, S½NE¼, SE¼	*	3.750%	3.750%	None	None	7.5%
Section 7: E½	*	3.750%	3.750%	None	None	7.5%
Section 9: SE¼SE¼	*	3.750%	3.750%	None	None	7.5%
Section 17: All	*	3.750%	3.750%	None	None	7.5%
Section 18: SE¼	*	3.750%	3.750%	None	None	7.5%
Containing 1,459.12 acres, more or less Sublette County, Wyoming Surface of ground down to and including the Dakota Formation (9340').						
Section 9: SE¼SE¼	**	7.125%	7.125%	None	None	8.0%
Section 17: S½	**	7.125%	7.125%	None	None	8.0%
Below the base of the Dakota Formation (9340').						
Section 17: All	***	5.1788%	5.1788%	None	None	10.5%
Below the base of the Dakota Formation (9340') to and including the Madison Formation (16,370').						

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 OCT 01 1995

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

Nov 10 95
(Date)

LeOS

606

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. Arnold
Notary Public in and for
the State of Texas

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of July, 19 95

Name of Transferor: Amerac Energy Corporation
Please type or print

Transferor By: Jeffrey B. Robinson
(Signature)
or Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston TX 77002-2730
(City) (State) (Zip Code)

Executed this 15th day of Sept, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
(Signature)
or John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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 WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

[redacted] WY47-0011 ASSIGNEE [redacted]

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WY W-60620

Lease Effective Date
(Anniversary Date)
04-01-76

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 5: Lot 4 Section 6: Lots 1,2, S/2NE/4, SE/4 Section 7: E/2 Section 17: N/2 Section 18: SE/4	14.250%	14.250%	None	None	8.00%
Section 9: SE/4SE/4 Section 17: S/2	7.125%	7.125%	None	None	8.00%
Containing 1,459.12 acres, more or less Sublette County, Wyoming (The interests conveyed above include operating rights to all depths).					

23509

RECORDED Dec 7 1995 11:30 AM
IN BOOK 112 of M PAGE 607
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracy A Foster COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 01 1995

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

By /s/ Theresa M. Stevens (Authorized Officer)

LAND [illegible]ER (Title)

NOV 30 1995 (Date)

607

608

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
(Please type or print)

Assignor By: Jeffrey B. Robinson (Signature)
or
Attorney-in-fact Jeffrey B. Robinson, President (Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Assignee Wold Oil Properties, Inc.

Assignee By: John P. Wold (Signature)
or
Attorney-in-fact John P. Wold, President (Signature)

ATTEST:

By: John I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

Carlene J. Leonard
Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

TRANSFEREE'S COPY

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.

WYW-60621

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Wold Oil Properties, Inc.
   Street 139 West Second Street, Suite 200
   City, State, ZIP Code Casper, Wyoming 82601

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

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

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

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

Land Description		Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.		Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a		b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 21: All Section 28: All	*	3.750%	3.750%	None	None	5.0%
	**	7.125%	7.125%	None	None	5.0%
Containing 1280.00 acres, more or less Sublette County, Wyoming						
*Insofar and only insofar as the above described lands cover those depths and formations from the surface of the ground down to and including the base of the Dakota Formation, less and except any and all existing well bores and associated equipment and production which are located on said lands as of October 1, 1989. Insofar and only insofar as the above described lands cover those depths and formations below the base of the Dakota Formation (9340'). (The above conveyed interests apply to both Section 21 and 28).						

235092

RECORDED Dec 7 1995 1130AM
IN BOOK 102M 0+67 PAGE 609
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracey L Hoover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 OCT 01 1995

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 14 1995
(Date)

609

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
(Please type or print)

Transferor By: Jeffrey B. Robinson
or Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston TX 77002-2730
(City) (State) (Zip Code)

Executed this 15th day of Sept, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
or John P. Wold, President
(Signature)

ATTEST:
BY: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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 WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

WY47-0012 ASSIGNEE'S COPY

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-60621

Lease Effective Date (Anniversary Date)
04-01-76

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 21: All Section 28: All Containing 1,280.00 acres, more or less Sublette County, Wyoming (the interest conveyed above includes operating rights to all depths)	7.125%	7.125%	None	None	8.00%

255093

RECORDED Dec 7 1995 11:30 AM
IN BOOK 102 of Lease PAGE 611
FEES 8.00 by COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoose

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 01 1995

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 14 1995
(Date)

611

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 26, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 oil and gas options), or 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
(Please type or print)

Assignor or Attorney-in-fact By: Jeffrey B. Robinson
(Signature)
Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Assignee Wold Oil Properties, Inc.

Assignee or ~~XXXXXXXXXX~~ By: John P. Wold
(Signature)
John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

NOTARY PUBLIC

Eileen T. Loman
Notary Public

My Commission Expires:

February 25, 1997

Form 3000-3
(October 1992)

[redacted]

[redacted]

WY47-0030

ASSIGNEE'S COPY

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-62803

Lease Effective Date
(Anniversary Date)
11-01-78

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 6: Lots 3-7, SE/4NW/4, E/2SW/4 Section 7: Lots 1-4, E/2W/2 Section 18: Lots 1-4, E/2W/2 Section 26: E/2, E/2NW/4, SW/4NW/4, SW/4 Containing 1,435.14 acres, more or less Sublette County, Wyoming (The interest conveyed above includes operating rights to all depths)	15%	15%	None	None	13.0%

255094

RECORDED Dec 7 1995 1130A M
IN BOOK 402 Orig 4 PAGE 613
FEES 8.00
SUBLETTE COUNTY CLERK
BY Tracey L Hoover
COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective OCT 01 1995

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 14 1995
(Date)

613

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor or Attorney-in-fact By: Jeffrey B. Robinson (Signature) Jeffrey B. Robinson, President

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Assignee or [redacted] Wold Oil Properties, Inc.

By: John P. Wold (Signature) John P. Wold, President

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

NOTARY PUBLIC

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

WY47-0001 ASSIGNEE'S COPY

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-67196

Lease Effective Date
(Anniversary Date)
04-01-79

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 115 West, 6th P.M. Section 1: All Section 2: All Section 11: E/2, E/2W/2 Containing 1,760.00 acres, more or less Sublette County, Wyoming (the interest conveyed above includes operating right to all depths)	12.501%	12.501%	None	None	4.00%

RECORDED Dec 7 1995 11:09 AM
IN BOOK 102 of Lse PAGE 615
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover
FOR ASSIGNEE
255095

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 OCT 1 1995

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

By /s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 0 7 1995
(Date)

615

616

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 26, 1996

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Assignee Wold Oil Properties, Inc.

Assignee By: John P. Wold
or (Signature)
John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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: 1994-873-004/01053

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

WY [illegible]-0031 ASSIGNEES COPY

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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-69874

Lease Effective Date
(Anniversary Date)
01-01-80

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

*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 114 West, 6th P.M. Section 31: SE/4SE/4 Containing 40.00 acres, more or less Sublette County, Wyoming (the interest conveyed above includes operating rights to all depths) Subject to Production Payment reserved by J. T. Lykes.	15%	15%	None	None	2.00%

255096

RECORDED Dec 7 1995 1130AM
IN BOOK 402 Orig PAGE 617
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracy L Hoover

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 [illegible]

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

By **/s/ Theresa M. Stevens**
(Authorized Officer)

[redacted]
(Title)

NOV 21 [illegible]
(Date)

617

618

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. Arnold
Notary Public in and for
the State of Texas

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 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 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor By: (Signature)
or
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Assignee Wold Oil Properties, Inc.
By: (Signature)
or
John P. Wold, President
(Signature)

ATTEST:

By:
Peter I. Wold, Secretary/Treasurer

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: 1994-573-004/01053

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

WY47-0049

Form 3000-3
(October 1992)

[redacted]

UNITED ST[redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

DEPT OF THE INTERIOR
BU OF LAND MANAGEMENT

SEP 18 AM 9:00

RECEIVED
EVANSTON, 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-118393

Lease Effective Date
(Anniversary Date)
12-01-76

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Wold Oil Properites, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 30 North, Range 114 West, 6th P.M. Section 31: Lots 1,2,3,4,W/2E/2 Section 32: N/2N/2, SW/4NE/4, S/2NW/4, NW/4SW/4 Containing 641.68 acres, more or less Sublette County, Wyoming (the interest conveyed ~~above includes operating rights to all depths~~)	15.6394%	15.6394%	None	None	8.25%

255097

RECORDED Dec 7 1995 1130 AM
IN BOOK 108 Oct 6 PAGE 619
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

Assignment approved effective OCT 01 1995

By /s/ Theresa M. Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

NOV 13 1995
(Date)

619

620

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease Amerac Energy Corporation
Please type or print

Assignor or Attorney-in-fact By: Jeffrey B. Robinson (Signature)
Jeffrey B. Robinson, President

700 Louisiana, Suite 3330
(Assignor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Assignee or ~~Attorney-in-fact~~ Wold Oil Properties, Inc.
By: (Signature)
John P. Wold, President

ATTEST:
By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted]

DEPARTMENT OF [redacted]TERIOR
BUREAU OF LAND [redacted]GEMENT

FORM AP[redacted]
OMB NO. [redacted]
Expires: July 31, 1995

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

Lease Serial No.

WYW-36438

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)* Wold Oil Properties, Inc.
   Street 139 West Second Street, Suite 200
   City, State, ZIP Code Casper, Wyoming 82601

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 30 North, Range 114 West, 6th P.M.					
Section 33: All*	25.0%	25.0%	None	None	10.25%
Section: 34: SW/4NE/4, W/2NW/4, SE/4NW/4, SW/4, W/2SE/4	12.5%	12.5%	None	None	4.00%
*Subject to Farmout Agreement dated September 25, 1981, as amended, between American Quasar Petroleum Company of New Mexico and Skyline Oil Company.					
Containing 1,040.00 acres, more or less Sublette County, Wyoming					

255098

RECORDED Dec 7 1995 1130A M
IN BOOK 102 046 PAGE 621
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hooker

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 OCT 01 1995

By /s/ PAMELA J LEWIS (Authorized Officer)

Chief, Leasable Minerals Section (Title) NOV 03 1995 (Date)

FOR ASSIGNEE

621

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.

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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th September day of ~~July~~, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
or (Signature)
~~XXXXXXXXXX~~ John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] WY47-0043 TRANSFEREE [redacted]Y

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 SEP 18 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
WYW-49633

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 3: Lots 1,2,3,4, S/2N/2, SW/4 Section 4: Lots 1,2,3, SE/4NW/4 Containing 523.06 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands cover rights as to the Madison Formation only being the stratigraphic equivalent of the interval of -6569' to -7481' Subsea in the AQP #12-43 Well located in Section 12, T29N-R115W. Subject to that certain Assignment and Bill of Sale dated October 3, 1988, by and between Amoco Production Company, Assignor, and Wolverine Exploration Company, Assignee.	100%	100%	None	None	5.0%

255099

RECORDED Dec 7 A.D. 1995 1130 A M
IN BOOK 192 Oil & Gas PAGE 623
FEES 8.00 SUBLETTE COUNTY CLERK
By Tracey L Hoover

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 OCT 01 1995

By **/s/ Theresa M. Stevens** (Authorized Officer)
LAND LAW EXAMINER (Title)
NOV 13 1995 (Date)
FOR ASSIGNEE

623

624

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 26, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
or (Signature)
~~XXXXXXXXXX~~ John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] WY47-0007 TRANSFEREES COPY [redacted]

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 SEP 18 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.

WYW-49634

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Wold Oil Properties, Inc.
   Street 139 West Second Street, Suite 200
   City, State, ZIP Code Casper, Wyoming 82601

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands cover rights from the surface of the earth down to the stratigraphic equivalent of the total depth reached in the Riley Ridge No. 8-24 well located in SE/4SW/4 of Section 8, T29N-R114W.	22.5%	22.5%	None	None	10.75%

255130

RECORDED Dec 7 1995 11:30AM
IN BOOK 102 of Rec PAGE 625
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hooper

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 OCT 01 1995

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER (Title) NOV 13 1995 FOR ASSIGNEE (Date)

425

Part 2 (if 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

626

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor or Attorney-in-fact By: Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee or [redacted] By: John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

Form 3000-3a
(October 1992)

WY47-0044

TRANSFEREE'S COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-49635

...ce of the Director
BUREAU OF LAND MANAGEMENT

95 SEP 18 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)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street: Wold Oil Properties, Inc.
   City, State, ZIP Code: 139 West Second Street, Suite 200, Casper, Wyoming 82601

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 9: SW/4, N/2SE/4, SW/4SE/4 Section 15: W/2 Containing 600.00 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands cover rights as to the Madison Formation only which is the stratigraphic equivalent of the interval of -6569' to -7481' Subsea in the AQP #12-43 Well located in Section 12, T29N-R115W. Subject to that certain Assignment and Bill of Sale dated October 3, 1988, by and between Amoco Production Company, Assignor, and Wolverine Exploration Company, Assignee.	100%	100%	None	None	5.0%

255101

RECORDED Dec 7 1995 1130A M.
IN BOOK 108 of MG PAGE 627
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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 OCT 01 1995

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title) NOV 13 1995 (Date)

FOR ASSIGNEE

627

(Use if necessary) ADDITIONAL SPACE for Names and addresses of additional transferors, transferees, lessees, lessors, etc.

628

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

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 in[illegible]s, 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 20[illegible]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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September July, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
or (Signature)
~~XXXXXXXXX~~ John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

[illegible] GPO: 1992-774-017/87002

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

Eileen Holman
Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

WY47-0009 TRANSFEREE'S COPY

Form 3000-3a
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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

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-54162

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Wold Oil Properties, Inc.
   Street 139 West Second Street, Suite 200
   City, State, ZIP Code Casper, Wyoming 82601

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 29: NE/4	7.125% 3.750%	7.125% 3.750%	None None	None None	8.00% 5.00%
Containing 160.00 acres, more or less Sublette County, Wyoming	10.875%	10.875%			

Insofar and only insofar as the above described lands cover rights from the surface of the earth down to the base of the Dakota Formation, less and except any and all existing well bores and associated equipment and production located on said lands as of October 1, 1989.

255192

RECORDED Dec 7 1995 1130 AM
IN BOOK 102 Oth PAGE 629
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

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 FOR ASSIGNEE

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 OCT 01 1995

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

NOV 13 1995 (Date)

629

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. Arnold
Notary Public in and for
the State of Texas

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

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 [illegible]).

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

Executed this 18th day of July, 19 95

Name of Transferor: Amerac Energy Corporation (Please type or print)

Transferor or Attorney-in-fact By: Jeffrey B. Robinson, President (Signature)

700 Louisiana, Suite 3330 (Transferor's Address)

Houston, (City) Texas (State) 77002-2730 (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee or ~~XXXXXXXXX~~ By: John P. Wold, President (Signature)

ATTEST:

By: Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/87023

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

WY4 034

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 SEP 18 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.

WYW-78475

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M.					
Section 10: SW/4*	22.5%	22.5%	None	None	10.0%
Section 10: N/2, SE/4 Section 15: E/2	11.25%	11.25%	None	None	5.00%

255103

Containing 960.00 acres, more or less
Sublette County, Wyoming

*Subject to Farmout Option Agreement dated August 24, 1979, between John J. Christmann and Pacific Transmission Supply Company, as amended, and Agreement dated August 15, 1979, between American Quasar Petroleum Co. of New Mexico and John J. Christmann.

RECORDED Dec. 7 1995 11:30A M
IN BOOK 102 PAGE 631
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracy L Hoover
COUNTY CLERK

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

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 OCT 01 1995

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

NOV 27 1995 (Date)

631

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
Please type or print

Transferor or Attorney-in-fact By: Jeffrey B. Robinson (Signature)
Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee or [illegible] By: John P. Wold (Signature)
John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

TRANSFEREES COPY

Form 3160-5a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.

WYW-78476

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

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

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

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

Land Description		Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.		Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a		b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 9: N½	*	3.750%	3.750%	None	None	5.00%
	**	7.125%	7.125%	None	None	8.00%
containing 320.00 acres, more or less Sublette County, Wyoming						
(*Insofar and only insofar as the above described lands cover those depths and formations from the surface of the ground down to and including the base of the Dakota Formation (9340').						
**Insofar and only insofar as the above described lands cover those depths and formations below the base of the Dakota Formation (9340').						

25510

RECORDED Dec 7 1995 1630 AM
IN BOOK 102 Misc Recds PAGE 633
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Tracey L Horee

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

FOR ASSIGNEE

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 OCT 01 1995

By /s/ Theresa M. Stevens (Authorized Officer)

LAND LAW EXAMINER (Title)

NOV 27 1995 (Date)

633

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. Arnold
Notary Public in and for
the State of Texas

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of July, 19 95

Name of Transferor: Amerac Energy Corporation
(Please type or print)

Transferor By: Jeffrey B. Robinson
(Signature)

or Attorney-in-fact: Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston TX 77002-2730
(City) (State) (Zip Code)

Executed this 15th day of Sept., 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
(Signature)

or Attorney-in-fact: John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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 WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

ASSIGNEE'S COPY

Form 3000-3
(October 1992)
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 SEP 18 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.
WYW-78476

Lease Effective Date
(Anniversary Date)
3/1/75

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Wold Oil Properties, Inc.
Street 139 West Second Street, Suite 200
City, State, ZIP Code Casper, Wyoming 82601

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

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 9: N½ Containing 320.00 acres, more or less Sublette County, Wyoming (Including operating rights to all depths)	7.125%	7.125%	None	None	8.00%

255105

RECORDED Dec 7 '95 11:30 AM
IN BOOK 122 Q 46 PAGE 635
FEES 8.00
SUBLETTE COUNTY CLERK
By Tracey L Hoover
COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☐ Assignment approved for above described lands;

Assignment approved effective OCT 01 1995

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

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

NOV 27 1995
(Date)

635

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 26, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 18th day of July, 19 95

Name of Assignor as shown on current lease: Amerac Energy Corporation
Please type or print

Assignor By: Jeffrey B. Robinson (Signature)
or
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Assignor's Address)

Houston (City) TX (State) 77002-2730 (Zip Code)

Executed this 15th day of Sept, 19 95

WOLD OIL PROPERTIES, INC.

Assignee John P. Wold (Signature)
or
Attorney-in-fact President
(Signature)

ATTEST:
By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

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.

☆ US GOVERNMENT PRINTING OFFICE: 1991 573-0[illegible]

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 1995, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

[redacted] [redacted] [redacted]

WY 0017 TRANSFEREES COPY

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 SEP 18 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.

WYW-80232

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wold Oil Properties, Inc.
139 West Second Street, Suite 200
Casper, Wyoming 82601

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 14: S/2, NE/4, E/2NW/4 Containing 560.00 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands cover rights from the surface of the earth down to the base of the Dakota Formation (9340').	12.501%	12.501%	None	None	4.00%

235106

RECORDED Dec 7 1995 1130 AM
IN BOOK 102 Oth Gr PAGE 637
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

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 /s/ Theresa M. Stevens
(Authorized Officer)

[redacted]
(Title)

NOV 21 1995
(Date)

637

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of July, 1995, by Jeffrey B. Robinson, as President of Amerac Energy Corporation, on behalf of said corporation.

M. A. ARNOLD
MY COMMISSION EXPIRES
November 28, 1998

M. A. Arnold
Notary Public in and for
the State of Texas

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 18th day of July, 19 95

Name of Transferor Amerac Energy Corporation
(Please type or print)

Transferor By: Jeffrey B. Robinson
or (Signature)
Attorney-in-fact Jeffrey B. Robinson, President
(Signature)

700 Louisiana, Suite 3330
(Transferor's Address)

Houston, Texas 77002-2730
(City) (State) (Zip Code)

Executed this 6th day of September, 19 95

Wold Oil Properties, Inc.

Transferee By: John P. Wold
or (Signature)
John P. Wold, President
(Signature)

ATTEST:

By: Peter I. Wold
Peter I. Wold, Secretary/Treasurer

BURDEN HOURS STATEMENT

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

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

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of September, 19 95, before me, a Notary Public in and for said county, 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.

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

Notary Public

My Commission Expires:

February 25, 1997

225108

RECORDED Dec 7 10 95 335P M
IN BOOK 192 Misc PAGE 639
FEES 10.00 Tracy L Hoover CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That R. K. O'CONNELL and FREEMAN INVESTMENTS does hereby release, remise, relinquish and surrender all right, title and interest of R. K. O'CONNELL AND FREEMAN INVESTMENTS, its heirs and assigns, in and to those certain oil, gas and mineral leases located in Sublette County, Wyoming and more particularly described on the attached Exhibit "A".

WITNESS MY HAND THIS 20th **DAY OF** November, **1995.**

R. K. O'CONNELL

By: _____

FREEMAN INVESTMENTS

By: _____

NOTARY

STATE OF Wyoming)
)**SS.**
COUNTY OF Natrona)

On this 20th **day of** November, **1995, before me, the undersigned, appeared** R. K. O'Connell, **known to me personally to be the person whose name is subscribed to the foregoing instrument and executed the same as his act and deed for the purpose and consideration therein expressed.**

GIVEN under my hand and seal on the date hereinabove set out.

My Commission Expires:
7/3/98

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1998

_____
Cindy L King
Notary Public

NOTARY

STATE OF Colorado)
)**SS.**
COUNTY OF Denver)

On this 20th **day of** November, **1995, before me, the undersigned, appeared** Joe Freeman, Partner of Freeman Investments, **known to me personally to be the person whose name is subscribed to the foregoing instrument and executed the same as his act and deed for the purpose and consideration therein expressed.**

GIVEN under my hand and seal on the date hereinabove set out.

My Commission Expires: My Commission Expires July 21, 1999
1600 Broadway
Denver, CO 80202

_____
Alison Augate
Notary Public

EXHIBIT "A"

Attached to and made a part of that Certain Release of Oil and Gas Lease dated November 20, 1995, from R. K. O'Connell and Freeman Investments.

Tract I:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 ;Page 210 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, S½NW¼, SW¼NE¼, SW¼, W½SE¼
Section 6: S½NE¼, E½SE¼
Section 8: NE¼NW¼

Tract II:

LESSOR: Robert V. Thompson, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: August 31, 1995
RECORDING DATA: Book 102 ;Page 213 .
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW¼
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼

Tract III:

LESSOR: Robert V. Thompson and Bette M. Thompson, husband and wife
LESSEE: Dolar Oil Properties
LEASE DATED: November 1, 1990
RECORDING DATA: Book 87 ;Page 55 .
DESCRIPTION:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE¼NE¼
Section 12: NE¼, N½SE¼, NE¼SW¼, S½NW¼

Tract IV:

LESSOR: Robert V. Thompson and Bette M. Thompson, husband and wife
LESSEE: Dolar Oil Properties
LEASE DATED: November 1, 1990
RECORDING DATA: Book 87, Page 58
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2,3, S½NW¼, S½NE¼, SW¼, W½SE¼
Section 6: S½NE¼, E½SE¼
Section 8: NE¼NW¼

Tract V:

LESSOR: Robert V. Thompson and Bette M. Thompson, husband and wife
LESSEE: R. K. O'Connell
LEASE DATED: May 22, 1986
RECORDING DATA: Book 77, Page 137
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼

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

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of October 31, 1995, is from NORWEST BANK WYOMING, NATIONAL ASSOCIATION, a national banking association (herein called "Norwest Wyoming"), with an address at Box 2799, Casper, Wyoming 82602, to NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association (herein called "Norwest Colorado"), 1740 Broadway, Denver, Colorado 80274-8699.

RECITALS

A. McMurry Oil Company executed and delivered to Norwest Wyoming a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of October 1, 1993 (the "Mortgage"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Mortgage was filed and recorded as follows:

State	County or Office	Filing Date	Recording Data Book	Page
Nebraska	Cheyenne	11/29/93	194 Mtgs.	189
Oklahoma	Roger Mills	11/22/93	1374	103
Wyoming	Natrona	11/29/93	Rec. #534482	
Wyoming	Park	11/22/93	237	896
Wyoming	Sublette	11/23/93	95 O&G	441
Wyoming	Uinta	11/22/93	622	657

B. To the extent necessary for the recordation thereof, the counterparts hereof to be recorded in the counties listed above shall have attached thereto as Exhibit "A" a description of the land covered by the Mortgage.

C. As of the date hereof, Norwest Wyoming is executing and delivering to Norwest Colorado certain assignments and endorsements, pursuant to which Norwest Wyoming is assigning to Norwest Colorado, among other things, the Credit Agreement (as defined in the Mortgage) and the Note (as defined in the Mortgage).

ASSIGNMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Norwest Colorado to Norwest Wyoming and for other good and valuable consideration, the receipt and sufficiency of

255140

RECORDED Dec. 11, 1995 11:45AM
IN BOOK 102 Q46 PAGE 6412
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

which are hereby acknowledged, Norwest Wyoming hereby grants, transfers and assigns without recourse to Norwest Colorado all of Norwest Wyoming's right, title and interest in, to or under the Mortgage. From and after the date of this Instrument, Norwest Colorado will succeed to all of the rights of Norwest Wyoming under the Mortgage, and Norwest Wyoming will no longer be deemed a party to the Mortgage.

EXECUTED as of the date first above written.

ATTEST:

Secretary VP

(SEAL)

NORWEST BANK WYOMING, NATIONAL ASSOCIATION

By: _____
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 31st day of October, 1995, by _____, as Vice President of NORWEST BANK WYOMING, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Witness my hand and official seal.

_____
Notary Public

My commission expires: August 28, 1999

(SEAL)

DIANA L. WALLACE - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Aug. 28, 1999

643

EXHIBIT "A"

Sublette COUNTY, Wyoming

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	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-56278	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
Federal 32-34	49.5%	39.8475%	8/1/86	USA W-100902	Eugene Wait	T29N-R108W Sec 34: All Sec 35: All	79	337

644

ASSIGNMENT AND BILL OF SALE

255143

RECORDED Dec. 11 1995 1:00PM
IN BOOK 109 Pg 6 PAGE 6 of 45
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cindy Sexton

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE §

WHEREAS, Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc., (hereinafter referred to as "Chevron") is owner of a certain well called the Chevron U.S.A. Production Company - Paradise Federal #23-31 (hereinafter referred to as "the Well"), located in the NE/4 SW/4 of Section 31, T31N-R109W, 6th P. M., Sublette County, Wyoming and covered by that certain Oil, Gas and Mineral Lease WYW-88580 effective November 1, 1984 (hereinafter referred to as "the Alpine Lease") between the Bureau of Land Management (BLM), as Lessor, and Shama Zoe Limited Partnership, (dba Alpine Gas Company and hereinafter referred to as "Alpine"), as Lessee.

WHEREAS, the Well was drilled pursuant to that certain Farmin Agreement (hereinafter referred to as the "Agreement") dated October 19, 1994, but effective November 16, 1993, by and between Chevron and Alpine Gas Company (hereinafter referred to as "Alpine"); and

WHEREAS, in accordance with the Provision I - Well Takeover of the Agreement Alpine has elected to take over the Well;

NOW, THEREFORE, in consideration of the premises, of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chevron hereby TRANSFERS, ASSIGNS, BARGAINS, SELLS, and CONVEYS, without warranty of any kind, express, implied or statutory, unto Alpine all of Chevron's right, title and interest in and to the Well, subject to the following terms and conditions:

1. This Assignment and Bill of Sale is effective as of October 2, 1995, at 7:00 a.m. local time of the jurisdiction where the Well is located (the "Effective Date").

2. This sale is limited to the wellbore of the Well and does not include pumps, tanks or any other surface equipment or any of Chevron's interest in Alpine's BLM Lease or any production therefrom subject to the provisions of paragraph no. 6 herebelow.

3. The Well is conveyed "As Is" and Chevron makes no warranty, expressed or implied in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well, compliance with regulatory and environmental requirements, or otherwise.

4. Alpine shall be responsible for and shall indemnify and hold Chevron harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well which are incurred or suffered subsequent to the Effective Date. Chevron shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well which were incurred or suffered prior to the Effective Date. However, Chevron shall be responsible for and pay the ~~costs~~ drilling of closing and cleanup of their ~~drilling~~ reserve pit on this drill site.

5. It is understood and agreed that Alpine shall assume all responsibility for the Well, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the BLM or other landowner(s). Alpine as part of the consideration for this conveyance, hereby fully releases and discharges Chevron, its successors, assigns, employees, agents, affiliates and subsidiaries from, and agrees to defend, indemnify and hold Chevron, its successors, assigns, employees, agents, affiliates and subsidiaries harmless from and against, any loss, liability, claim, demand,

damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well after the Effective Date, including, but not limited to, plugging and abandonment of the Well; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

6. It is understood and agreed that Alpine is taking over "the Well" pursuant to and subject to all the terms and conditions set forth in that certain Farmin Agreement dated October 19, 1994 between Chevron and Alpine (specifically - Provision I - Well Takeover). Furthermore, any assignments of interest in "the Well" by Alpine must obligate its Assignees to take cognizance of and comply with the terms and conditions of the October 19, 1994 Farmin Agreement with Chevron.

7. As part of the consideration for the execution and delivery of this instrument by Chevron , Alpine agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

8. The terms of this Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed this 3rd day of October, 1995 to be effective for all purposes as of the Effective Date.

CHEVRON U.S.A. PRODUCTION COMPANY, a division of Chevron U.S.A. Inc.

By: D. T. Berlin
D. T. Berlin

Title: Assistant Secretary

SHAMA ZOE LIMITED PARTNERSHIP
dba ALPINE GAS COMPANY

By: Gilman A. Hill
Gilman A. Hill

Title: President and General Partner

[redacted] [redacted] [redacted]

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of October, 1995, personally appeared D T Berlin, known to me to be the person whose name is subscribed to the within instrument as Assistant Secretary of CHEVRON U.S.A. PRODUCTION COMPANY, a division of Chevron U.S.A. Inc., a Pennsylvania corporation, and acknowledged to me that D. T. Berlin, subscribed the name of CHEVRON U.S.A. PRODUCTION COMPANY thereto as principal and own name as Assistant Secretary.

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

CAROL W. HOCH
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 12, 1996

Carol W. Hoch
Notary Public
State of Texas

My Commission Expires:

10-12-96

STATE OF COLORADO §

COUNTY OF ARAPAHOE §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of October, 1995, personally appeared Gilman A. Hill, known to me to be the person whose name is subscribed to the within instrument as General Partner of Shama Zoe Limited Partnership and acknowledged to me that Gilman A. Hill subscribed the name of Shama Zoe Limited Partnership (d/b/a Alpine Gas Company) thereto as principal and own name as General Partner (President).

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

JoAnn Sarver
Notary Public – JoAnn Sarver
State of Colorado

ADDRESS: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

My Commission Expires:

November 21, 1998

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
BY AND BETWEEN WESTERN INTERIOR ENERGY, INC. AND WOLD OIL PROPERTIES, INC.

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (hereinafter called "Assignment") dated effective as of August 1, 1995, at 7:00 a.m. MDT (the "Effective Time") is made between **WESTERN INTERIOR ENERGY, INC.**, whose address is 1700 Broadway, Suite 520, Denver, Colorado 80290-0501 (hereinafter called "Assignor"), and **WOLD OIL PROPERTIES, INC.**, whose address is 139 West Second Street, Suite 200, Casper, Wyoming 82601 (hereinafter called "Assignee").

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) and other good and valuable consideration received, Assignor hereby GRANTS, SELLS, ASSIGNS, TRANSFERS, and CONVEYS to Assignee, its successors and assigns, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, subject to the terms and conditions contained herein, the following property:

1) All of Assignor's right, title and interest of any kind, including but not limited to, record title, operating rights, working interest, net revenue interest, carried working interest, reversionary interest, royalty interest, or overriding royalty interest, in and to the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part of this Assignment by incorporation and reference hereto.

2) All of Assignor's right, title and interest in and to the machinery, wells and well equipment fixtures and personal property associated with or used in the operation of the property conveyed by this agreement. The well names, locations, and working interests are set forth in Exhibit "B" attached hereto and made a part of this Assignment by incorporation and reference hereto.

3) All of Assignor's right, title and interest in and to all permits, franchises, licenses, easements, surface leases and rights-of-way, of every character, relating to the property described in Exhibits "A" and "B";

4) All of Assignor's right, title and interest in and to any contracts or agreements including, but not limited to, rights and interests in or derived from unit agreements, farmout agreements, gas processing agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, and declaration of interest agreements affecting the property described in Exhibits "A" and "B";

5) This Assignment is subject to that certain Assignment and Bill of Sale dated effective as of October 1, 1993, by and between EM Nominee Partnership Company, Concise Oil and Gas Partnership, and Hallwood Consolidated Partners, L.P. individually and as successor by merger to Quinoco Pension Investors Oil and Gas Income Program 1984-B, Quinoco Pension Investors Oil and Gas Income Program 1984-C and Quinoco Oil and Gas Income Program 1984-3, as Assignor, and Western Interior Energy, Inc., as Assignee, recorded in the Sublette County, Wyoming records at Book 94 O&G, Page 12. It is the intent of this Assignment to include all the right, title, and interest acquired by Assignor in said assignment, and to include all of Assignor's leasehold, mineral, royalty, overriding royalty, or reversionary interests in the Riley Ridge Unit, whether or not correctly described in Exhibits "A" and "B".

This Assignment, Conveyance and Bill of Sale shall be subject to the following terms and provisions:

255186

1

RECORDED Dec 14 1995 2:10P
IN BOOK 192 PAGE 648
FEES 26.50
SUBLETTE COUNTY CLERK
By Tracey L Hoover

[redacted] [redacted] [redacted]

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
WESTERN INTERIOR ENERGY, INC., ASSIGNOR
WOLD OIL PROPERTIES, INC., ASSIGNEE

1) The interests as herein conveyed to Assignee shall be subject to the existing unit agreement and unit operating agreement for the Riley Ridge Unit. Assignee shall assume and be responsible for all obligations of Assignor occurring under such agreements after the effective date.

2) All ad valorem, property, severance, and conservation taxes levied against the leases, wells and interest herein conveyed shall be prorated and paid by the parties hereto as of the effective date of this agreement.

3) The interests as herein conveyed shall be delivered to Assignee free and clear of any and all mortages, liens, assessments, and encumbrances of whatever kind or nature, other than those previously stated.

4) Assignor does not warrant title, description, value, quality, condition, merchantability, or fitness for purpose of any of the wells, equipment, or other property located on the lands described in Exhibit "A" or used in connection therewith. Assignee further acknowledges that in accepting this assignment, it has relied solely upon its independent examination of the premise and public records.

Assignor hereby expressly excepts and reserves, as a burden upon the interest assigned to Assignee, an overriding royalty of one percent (1.00%) of all the oil, gas and associated substances produced, saved, and marketed from the oil and gas leases described in Exhibit "A". The overriding royalty herein reserved by Assignor shall be reduced in proportion to the interest herein assigned by Assignor and if a lease or leases on Exhibit "A" cover less than the full fee simple estate in the oil, gas and associated substances under any tract or tracts of assigned lands, the overriding royalty herein reserved by Assignor, with respect to that tract or tracts, shall be further proportionately reduced.

Assignor and Assignee hereto agree to execute any future instrument necessary to give effect to the parties' intent as expressed hereby.

This Assignment shall be binding upon and inure to the benefits of Assignor and Assignee and their respective successors and assigns.

Executed by Assignor and accepted by Assignee on this 31 day of October, 1995, but to be effective for all purposes as of the Effective Time.

ATTEST:

ASSIGNOR:

WESTERN INTERIOR ENERGY, INC.

By: _____

By: _____
W. James Truettner, III, President

ASSIGNEE:

ATTEST:

WOLD OIL PROPERTIES, INC.

By: _____
Peter I. Wold, Secretary

By: _____
John P. Wold, President

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
WESTERN INTERIOR ENERGY, INC., ASSIGNOR
WOLD OIL PROPERTIES, INC., ASSIGNEE

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 31st day of October, 1995, before me personally appeared **W. JAMES TRUETTNER, III**, to me personally known, who, being by me duly sworn, did say that he is the **PRESIDENT** of **WESTERN INTERIOR ENERGY, INC.**, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said **W. JAMES TRUETTNER, III** acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 31st day of October, 1995.

KATHY LARKIN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
November 1, 1995

Kathy Larkin
Notary Public
Address: 600 17th St, Suite 2620-S
Denver, CO 80202

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

On this 12th day of ~~October~~ December, 1995, 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 12th day of ~~October~~ December, 1995.

EILEEN NORMAN NOTARY PUBLIC

My Commission Expires:
February 25, 1997

Eileen J. Norman
Notary Public
Address: 139 West Second St, Suite 200
Casper, WY 82601

EXHIBIT "A" -- LEASE SCHEDULE
PAGE 1 OF 3

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN WESTERN INTERIOR ENERGY, INC., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
Devereux Milburn	United States of America	WYW-36438	October 1, 1972	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. Section 33: All Section 34: SW/4NE/4, W/2NW/4, SE/4NW/4, SW/4, W/2SE/4
Howell Spear	United States of America	WYW-38887	April 1, 1973	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 4: Lot 4, SW/4NW/4, S/2NE/4, S/2 Section 5: Lots 1, 2, 3, S/2N/2, S/2
John A. Yates	United States of America	WYW-49634	April 1, 1975	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 8: All
Edward C. Reinauer, Sr.	United States of America	WYW-52404	December 1, 1975	TOWNSHIP 29 NORTH, RANGE 115 WEST, 6TH P.M. Section 12: All
Estelle C. Haefele	United States of America	WYW-54161	April 1, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 19: E/2
Patricia R. Pfenning	United States of America	WYW-54162	April 1, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 29: NE/4
Judy P. Clifton	United States of America	WYW-56739	December 1, 1976	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. Section 32: SE/4, SE/4NE/4, E/2SW/4, SW/4SW/4

EXHIBIT "A" – LEASE SCHEDULE
PAGE 2 OF 3

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN WESTERN INTERIOR ENERGY, INC., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
Fred. D. Volz	United States of America	WYW-59398	August 1, 1977	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 18: NE/4 Section 20: All
Estelle C. Haefele	United States of America	WYW-60620	April 1, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 5: Lot 4 Section 6: Lots 1, 2, S/2NE/4, SE/4 Section 7: E/2 Section 9: SE/4SE/4 Section 17: All Section 18: SE/4
Patricia R. Pfenning	United States of America	WYW-60621	April 1, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 21: All Section 28: All
Gary L. Wise	United States of America	WYW-62803	November 1, 1978	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 6: Lots 3, 4, 5, 6, 7, SE/4NW/4, E/2SW/4 Section 7: Lots 1, 2, 3, 4, E/2W/2 Seciton 18: Lots 1, 2, 3, 4, E/2W/2 Section 26: E/2, E/2NW/4, SW/4NW/4, SW/4

EXHIBIT "A" – LEASE SCHEDULE
PAGE 3 OF 3

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN WESTERN INTERIOR ENERGY, INC., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
Gus Carras	United States of America	WYW-67196	Apirl 1, 1979	TOWNSHIP 29 NORTH, RANGE 115 WEST, 6TH P.M. Section 1: All Section 2: All Section 11: E/2, E/2W/2
J. T. Lykes, Jr.	United States of America	WYW-69874	January 1, 1980	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. Section 31: SE/4SE/4
Joanne Pritchett	United States of America	WYW-78475	June 1, 1974	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 10: All Section 15: E/2
Pete J. Kithas	United States of America	WYW-78476	March 1, 1975	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 9: N/2
Gus Carras	United States of America	WYW-80232	April 1, 1979	TOWNSHIP 29 NORTH, RANGE 115 WEST, 6TH P.M. Section 14: S/2, NE/4, E/2NW/4
Judy P. Clifton	United States of America	WYW-118393	December 1, 1976	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. Section 31: Lots 1, 2, 3, 4, W/2E/2 Section 32: N/2N/2, SW/4NE/4, S/2NW/4, NW/4SW/4
Chinook Roustabout Service, Inc.	State of Wyoming	76-342	May 2, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 16: All

EXHIBIT "B" – WELL SCHEDULE
PAGE 1 OF 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN WESTERN INTERIOR ENERGY, INC., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE.

WELL NAME	WORKING INTEREST	LOCATION
Riley Ridge #33-24	30.55555%	SE/4SW/4 Section 33-T30N-R114W
Riley Ridge #12-43	27.50000%	NE/4SE/4 Section 12-T29N-R115W
Riley Ridge #17-34	34.59603%	SW/4SE/4 Section 17-T29N-R114W
Riley Ridge #10-14	27.50000%	SW/4SW/4 Section 10-T29N-R114W
Riley Ridge #8-24	27.50000%	SE/4SW/4 Section 8-T29N-R114W

[redacted] [redacted] Sublette [redacted] WY

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

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

FROM

KCS RESOURCES, INC., doing business as
KCS Mountain Resources, Inc.
Federal Taxpayer Identification No.: 76-0413320
(Mortgagor and Debtor)

TO

Arthur R. Gralla, Jr., Trustee
for the benefit of

BANK ONE, TEXAS, NATIONAL ASSOCIATION, AS AGENT
(Mortgagee and Secured Party)

Dated Effective as of November 7, 1995

For purposes of filing this Deed of Trust as a financing statement, the mailing address of Mortgagor is 379 Thornall Street, Edison, New Jersey 08837; the mailing address of Mortgagee is P. O. Box 2629, Houston, Texas 77252-2629.

****

This instrument, prepared by Wayne G. Dotson, JACKSON & WALKER, L.L.P., P.O. Box 4771, Houston, Texas 77210-4771, (713) 752-4200, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION OF RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto or in documents described in Exhibit A.

255227

RECORDED DOCUMENT SHOULD BE RETURNED TO:

JACKSON & WALKER, L.L.P.
P.O. Box 4771
Houston, Texas 77210-4771
Attn.: Marie T. Heard

RECORDED Dec. 18 1995 4:30 PM
IN BOOK 102 M&G PAGE 655
FEES 88.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

This Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement, and Assignment of Production (this "Deed of Trust") is by KCS RESOURCES, INC., a Delaware corporation, doing business as KCS Mountain Resources, Inc., whose Taxpayer Identification Number is 76-0413320 ("Mortgagor") and BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association ("Bank One"), as agent for the Lenders (defined below) pursuant to the Credit Agreement described below (in such capacity, together with its successors in such capacity pursuant to the terms of the Credit Agreement, the "Mortgagee"). This Deed of Trust is made pursuant to the terms and provisions of the First Amendment to Amended and Restated Credit Agreement (as amended, restated, or supplemented from time to time, the "Credit Agreement") dated as of September 29, 1994, by and among Mortgagor, KCS Pipeline Systems, Inc. ("KCS Pipeline"), Mortgagee and the lenders signatory thereto from time to time (the "Lenders"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Mortgagor, acting herein by and through its proper officers who have heretofore been duly authorized, and with its principal office in Edison, Middlesex County, New Jersey, and whose mailing address is 379 Thornall Street, Edison, New Jersey 08837, hereby agrees as follows:

ARTICLE I

GRANT

1.1 Lien. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to Arthur R. Gralla, Jr., Trustee, whose address is c/o Bank One, Texas, National Association, P. O. Box 2629, Houston, Texas 77252-2629, and his successors and substitutes in trust, as hereinafter provided (the "Trustee"), for the benefit of Mortgagee, the banking quarters for which are in Houston, Harris County, Texas, and the mailing address for which is P. O. Box 2629, Houston, Texas 77252-2629, the following described Property:

(a) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the leases, rights-of-way, easements, or other documents described in Exhibit A attached hereto and incorporated herein for all purposes, without regard to any surface acreage and/or depth limitations set forth in Exhibit A, and all renewals and extensions thereof and all new leases, rights-of-way, easements, or other documents (i) in which an interest

is acquired by Mortgagor after the termination or expiration of any lease, right-of-way, easement, or other document described in Exhibit A, and (ii) that covers all or any part of the Property described in and covered by such terminated or expired lease, right-of-way, easement, or other document, to the extent, and only to the extent, such new leases, rights-of-way, easements, or other documents may cover such Property (all of the foregoing in this paragraph A being the "Leases");

(b) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the lands subject to the Leases or otherwise described in Exhibit A (the "Lands"), including, without limitation, the oil, gas, mineral, and leasehold estates in and to the Lands, without regard to any surface acreage and/or depth limitations set forth in Exhibit A;

(c) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to any of the oil, gas, and minerals in, on, or under the Lands, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, non-participating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas, or other minerals from the Leases and/or Lands;

(d) all of the foregoing interests of Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances;

(e) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit A, to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to all or any portion of the Leases and/or the Lands, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any Governmental Authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases and/or the Lands; and

(f) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit A, to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases and/or the Lands; and

657

(g) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all existing and future permits, licenses, easements, and similar rights and privileges that relate to or are appurtenant to any of the Leases and/or the Lands.

1.2 Security Interest. Mortgagor, for the same consideration, hereby grants to Mortgagee for the benefit of the Lenders a continuing security interest in all improvements and all personal Property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from any and all of such improvements and personal Property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Land, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal property and equipment of every kind and character upon, incident, appurtenant or belonging to and used in connection with the interest of Mortgagor, whether now owned and existing or hereafter acquired or arising, in the Lands and/or the Leases and all proceeds, products, substitutions and exchanges thereof (the Land, the Leases, and the real and personal Property interests hereinabove described being the "Mortgaged Property").

1.3 Assignment of Security. Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided for in TEX. BUS. & COM. CODE ANN. §9.319 (Tex. UCC) (Vernon Supp. 1989), as amended from time to time.

1.4 After-Acquired Property. Mortgagor, for the same consideration, hereby grants, bargains, sells, conveys, transfers and assigns to the Trustee or grants to Mortgagee a continuing security interest in, as the case may be, all additional right, title or interest which Mortgagor may hereafter acquire or become entitled to in the interests, properties, Lands, Leases and premises aforesaid, and in the oil, gas or other minerals in and under or produced from or attributable to any of the Lands or Leases which additional right, title and interest, when acquired, shall constitute "Mortgaged Property," the same as if expressly described and conveyed herein.

1.5 Habendum. TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may hereafter become subject to the lien and/or security interest of this Deed of Trust, together with all rights, hereditaments and appurtenances in anywise belonging to the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

ARTICLE II

INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations and liabilities:

2.1 Specific Obligations. The Obligations, including, without limitation:

(a) the indebtedness evidenced by the Notes, including the following described promissory notes dated November 7, 1995, executed by Mortgagor and KCS Pipeline, each bearing interest and being payable as provided in the Credit Agreement, with a final maturity of October 1, 1998:

(i) Promissory Note to the order of Bank One in the principal amount of SIXTY MILLION DOLLARS ($60,000,000), a copy of which is attached hereto as Exhibit B-1; and

(ii) Promissory Note to the order of CIBC, Inc., acting through its Atlanta Office, in the principal amount of SIXTY MILLION DOLLARS ($60,000,000), a copy of which is attached hereto as Exhibit B-2; and

(b) all other obligations and liabilities of the Mortgagor and/or KCS Pipeline to Mortgagee and the Lenders, now existing or hereafter incurred, under, arising out of or in connection with any Loan Document.

2.2 Other and Further Indebtedness. It is contemplated that Mortgagor and/or KCS Pipeline, or either of them, 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. This Deed of Trust shall secure any and all indebtedness of Mortgagor and/or KCS Pipeline or either of them, 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. This Deed of Trust 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 this Deed of Trust 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 this Deed of Trust 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, this Deed of Trust 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.

659

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.

2.3 Indebtedness. The word "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations and liabilities described or referred to in this Article II or otherwise in this Deed of Trust, subject, however, to the limitations provided hereinabove in this Article II.

ARTICLE III

WARRANTIES

3.1 Warranty of Title. Mortgagor hereby binds itself, its legal representatives, successors and assigns, to warrant and forever defend all and singular the above-described property, rights, and interests constituting the Mortgaged Property to the Trustee and to the successors and assigns of the Trustee forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Notwithstanding that this Deed of Trust covers all of the right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the Mortgaged Property, Mortgagor, for itself, its legal representatives, successors, and assigns, further covenants, represents, and warrants that Mortgagor has good and indefeasible title to the Mortgaged Property and that the interests of Mortgagor in and to the Leases and/or Lands described in Exhibit A are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest, royalty interest, or other interest payable out of or measured by production set forth in connection with each oil and gas well or unit described in Exhibit A. In the event Mortgagor owns any other or greater interest, such additional interest is nonetheless included in, covered by, and subject to the liens and security interests created by this Deed of Trust.

3.2 Additional Warranties. Mortgagor, for itself, its legal representatives, successors and assigns, covenants, represents and warrants that:

(a) Interests in Mortgaged Property. Mortgagor is the lawful owner of the Mortgaged Property, and the interests of Mortgagor in the Mortgaged Property, as set forth in Exhibit A hereto, are true and correct.

(b) Leases in Effect. All of the Leases specifically described in Exhibit A are in full force and effect, and all material covenants, express or implied, in respect thereof, or of any assignment thereof which may affect the validity of any of the Leases, have been performed insofar as the Leases pertain to the Land.

(c) Interests Free of Liens. Except for Permitted Liens, the interests of Mortgagor in the Leases are free and clear of all Liens and all gross

production taxes and other taxes as to which non-payment could result in a Lien against any of the Mortgaged Property have been paid.

ARTICLE IV

COVENANTS OF MORTGAGOR

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its legal representatives, successors and assigns, covenants and agrees as follows:

4.1 Maintenance of Leases. Mortgagor will keep and continue all Leases, estates and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired, in any case, for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases without the prior written consent of Mortgagee.

4.2 Notification of Loss. Mortgagor will notify Mortgagee of the destruction, loss, termination or acquisition of any Mortgaged Property within three business days thereof.

4.3 Pooling or Unitization. Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of the net revenue interest of Mortgagor in production from the pooled or unitized lands attributable to the Mortgaged Property constituting a portion of such pooled or unitized lands. Immediately after the formation of any pool or unit in accordance herewith, Mortgagor will furnish to Mortgagee a conformed copy of the pooling agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to liens and security interests hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit A hereto. In the event any proceedings of any governmental body which could result in pooling or unitizing all or any part of the Mortgaged Property are commenced, Mortgagor shall give immediate written notice thereof to Mortgagee. Any pooling or unitization of all or any part of the Mortgaged Property in violation of this Section shall be of no force or effect against the Trustee or Mortgagee.

4.4 Compliance with Operating Agreements. Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation of the Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement; will not take any action to incur any lien thereunder; and will not enter into any new operating agreement or any amendment of any existing operating agreement

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affecting the Mortgaged Property that would have a material and adverse effect on the interest of Mortgagor or the rights of Mortgagee without prior written consent of Mortgagee.

4.5 Notification of Legal Proceedings. Mortgagor will notify Mortgagee promptly and in writing of the commencement of any legal proceedings affecting title to the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve the rights of Mortgagor, the Trustee and Mortgagee affected thereby.

4.6 Waivers. Mortgagor hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshalling of assets, sale in inverse order of alienation, notices, appraisements, redemption and any prerequisite in the event of foreclosure of the liens and/or security interests created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the liens or security interests of this Deed of Trust, any part of the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds or income, and without affecting the liens or security interests hereof as to the part or parts of the Mortgaged Property, proceeds or income not so released or the right to receive future proceeds and income.

4.7 HAZARDOUS SUBSTANCES INDEMNIFICATION. MORTGAGOR HEREBY INDEMNIFIES AND HOLDS MORTGAGEE AND EACH LENDER, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT AND AFFILIATES AND THE TRUSTEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, CHARGES, ADMINISTRATIVE AND JUDICIAL PROCEEDINGS AND ORDERS, JUDGMENTS, REMEDIAL ACTIONS, REQUIREMENTS AND ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES ("CLAIMS"), ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (A) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR FROM THE MORTGAGED PROPERTY OR ANY OTHER PROPERTY OF MORTGAGOR, WHETHER PRIOR TO OR DURING THE TERM HEREOF, (B) ANY ACTIVITY CARRIED ON OR UNDERTAKEN ON MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, AND WHETHER BY THE MORTGAGOR OR ANY PREDECESSOR IN TITLE, EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF MORTGAGOR OR ANY OTHER PERSON AT ANY TIME OCCUPYING OR PRESENT ON SUCH MORTGAGED PROPERTY, IN CONNECTION WITH THE HANDLING, TREATMENT, REMOVAL, STORAGE, DECONTAMINATION, CLEANUP, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES AT ANY TIME LOCATED OR PRESENT ON OR UNDER SUCH MORTGAGED PROPERTY, (C) ANY RESIDUAL CONTAMINATION ON OR UNDER ANY MORTGAGED PROPERTY, OR (D) ANY CONTAMINATION OF ANY MORTGAGED PROPERTY OR NATURAL RESOURCES ARISING IN CONNECTION WITH THE GENERATION, USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES BY

MORTGAGOR OR ANY EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF MORTGAGOR WHILE SUCH PERSONS ARE ACTING WITHIN THE SCOPE OF THEIR RELATIONSHIP WITH MORTGAGOR, IRRESPECTIVE OF WHETHER ANY OF SUCH ACTIVITIES WERE OR WILL BE UNDERTAKEN IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF LAW, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING ARISING FROM NEGLIGENCE, WHETHER SOLE OR CONCURRENT, ON THE PART OF MORTGAGEE, THE LENDERS, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, OR AFFILIATES OR THE TRUSTEE (THE FOREGOING INDEMNITY BEING THE "HAZARDOUS SUBSTANCES INDEMNITY"); PROVIDED, HOWEVER, THE HAZARDOUS SUBSTANCES INDEMNITY SHALL NOT APPLY TO THE AGENT OR ANY LENDER TO THE EXTENT OF THE AGENT'S OR SUCH LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; WITH THE FOREGOING INDEMNITY SURVIVING SATISFACTION OF ALL OBLIGATIONS AND THE PAYMENT OF ALL INDEBTEDNESS SECURED HEREBY.

4.8 Site Assessments. At any time and from time to time after the occurrence and during the continuance of an Event of Default or following any event or circumstance regarding any Hazardous Substance affecting the Mortgaged Property or any part thereof, the effect of which could reasonably be expected to have a material and adverse effect upon any Mortgaged Property or the interests, business, operations, or prospects of Mortgagor or the rights of Mortgagee, Mortgagee (by its officers, employees and agents) may contract, at the expense of Mortgagor, for the services of persons (the "Site Reviewers") to perform environmental site assessments and other tests ("Site Assessments") on all or any portion of the Mortgaged Property for the purpose of determining whether any environmental condition exists on any Mortgaged Property which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operator of such Mortgaged Property. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon all or any portion of the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operational information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessments available to Mortgagor, which, prior to an Event of Default, may at its election participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing all Site Assessments shall be paid by Mortgagor upon demand of Mortgagee and any such obligations shall be Indebtedness secured by this Deed of Trust.

4.9 Performance of Contracts. Mortgagor will perform and observe in all material respects all of its obligations under each contract relating to the sale of oil, gas or other

hydrocarbons produced from or attributable to the Mortgaged Property and will not, except in good faith and as the result of arm's length negotiations, change, modify, amend or waive any of the terms or provisions of any such contract or take any other action which would release any other party from its obligations or liabilities under any such contract.

4.10 Covenants Running with the Land. All covenants and agreements herein contained shall constitute covenants running with the Land.

ARTICLE V

DEFEASANCE, FORECLOSURE, AND OTHER REMEDIES

5.1 Defeasance. Should Mortgagor ke due and punctual payment of the Indebtedness, as the same becomes due and payable, and duly observe and perform all of its obligations under this Deed of Trust, the Credit Agreement, and all other Loan Documents, then the conveyance of the Mortgaged Property shall become of no further force and effect, and, at the request and expense of Mortgagor, the Lien hereof shall be released, without recourse or warranty; otherwise, it shall remain in full force and effect.

5.2 Events of Default. Any of the following events shall constitute an Event of Default as that term is used herein:

(a) Payment of Indebtedness. Default shall be made by Mortgagor in the payment when due of all or any portion of the Indebtedness and, with respect to the payment of interest or fees only, such default shall continue for three days; or

(b) Default under Credit Agreement. The occurrence of any Event of Default, as such term is defined in the Credit Agreement.

5.3 Receiver. (a) If an Event of Default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.

(b) Mortgagor shall pay to Mortgagee upon demand all costs and expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section and all such expenses shall be secured by this Deed of Trust.

5.4 Power of Enforcement. If an Event of Default shall have occurred and be continuing, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate

proceeding or remedy (a) to enforce payment of the Indebtedness, (b) to foreclose this Deed of Trust, and (c) to pursue any other remedy available to Mortgagee, all as Mortgagee may elect.

5.5 Acceleration and Exercise of Power of Sale. (a) Upon the occurrence of an Event of Default specified in Section 7.1(e) or (f) of the Credit Agreement, the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon shall automatically become immediately due and payable, without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law. Upon the occurrence of any other Event of Default, Mortgagee may declare the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law.

(b) Upon the occurrence of any Event of Default or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of Mortgagee (which request is hereby presumed), to enforce this Trust and, after advertising the time and place of the sale for at least 21 days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in the office of the county clerk of each county in which the Mortgaged Property or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of Mortgagee, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of Mortgagee, at least 21 days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem proper, at public venue at the courthouse of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder for cash, and after such sale to execute and deliver to the purchaser or purchasers good and sufficient deeds and assignments, conveying such Property so sold to the purchaser or purchasers with general warranty of title made on behalf of Mortgagor. The Trustee, or his successor or substitute, is hereby authorized and empowered to appoint any one or more persons as his attorneys-in-fact or agent to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorneys-in-fact or agents shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the Lien or exhaust the power of sale hereunder except with respect to the items of Property sold, but such Lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the

circumstances require to give Mortgagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall the heirs, legal representatives, successors or assigns of such purchaser, be deemed to have assumed, by reason of the acquisition of Property or rights mortgaged hereunder, any liability or obligation of any lessee or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal Property subject to the Lien hereof.

5.6 Rights as Secured Party. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with respect to the personal Property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed in accordance with the provisions hereof as to both the real and personal Property covered hereby.

5.7 Application of Proceeds of Sale. The Trustee is authorized to receive the proceeds of each sale of Mortgaged Property and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Deed of Trust, including, but not limited to, a reasonable fee to the Trustee, if required by the Trustee;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as Mortgagee may, in its discretion, elect in accordance with the Credit Agreement;

THIRD: the balance, if any, to Mortgagor or its successors or assigns or such other persons legally entitled thereto.

5.8 Substitute Trustee. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, Mortgagee may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

5.9 Statements by Trustee. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and,

without being limited by the foregoing, as to any other or additional act or thing having been done by Mortgagee or the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted; and Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this instrument.

5.10 Suit to Collect and Foreclose. Mortgagee, at its election, or the Trustee, upon written request of Mortgagee, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties or other documents evidencing it, and to foreclose the lien and/or security interest of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such property sold under the judgment or decree of a court of competent jurisdiction.

5.11 Mortgagee, Lenders or Trustee as Purchaser. Except as otherwise set forth herein, it is expressly understood that Mortgagee, any Lender, or the Trustee may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee or upon any other foreclosure of the lien and/or security interest hereof, or otherwise; and Mortgagee, any Lender, or the Trustee so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the lien and/or security interest of this Deed of Trust and free of all rights of redemption in Mortgagor.

5.12 Entry and Operation. Upon the occurrence and during the continuance of an Event of Default and following the acceleration or maturity of the Indebtedness, in addition to the other rights and remedies hereunder, the Trustee or Mortgagee, may, but shall not be obligated to, enter into and upon and take possession of all or any part of the Mortgaged Property and may exclude Mortgagor, its agents and servants wholly therefrom and have, hold, use, operate, manage and control all or any part of the Mortgaged Property and produce the oil, gas and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of the Indebtedness in accordance with the Credit Agreement and the balance thereof, if any, shall be paid to Mortgagor, its successors or assigns or such other persons legally entitled thereto. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition and neither the Trustee nor Mortgagee shall be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through the fraud or willful misconduct of the Trustee or Mortgagee, as the case may be.

5.13 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place and stead of Mortgagor in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

5.14 Remedies Cumulative and Non-Exclusive. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive Mortgagee or the Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust and of any note, guaranty or other document reflecting the Indebtedness; and the employment of any remedy hereunder or otherwise shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE VI

ASSIGNMENT OF PRODUCTION

6.1 Assignment. In addition to the conveyance to the Trustee herein made, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, 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 Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof. Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same, and the purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor 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 Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

6.2 Change of Purchaser. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with the provisions of Section 6.01, Mortgagee shall have the right, at the expense of Mortgagor, to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof; and promptly upon such demand, Mortgagor shall take all necessary and appropriate action to effect such change of connection.

6.3 Application of Proceeds. Mortgagor authorizes and empowers Mortgagee to receive, hold and collect all sums of money paid to Mortgagee in accordance with the provisions of Section 6.01, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. All payments provided for in Section 6.01 shall be paid promptly to Mortgagee, and any provisions contained in any note, guaranty or other document evidencing the Indebtedness or any part thereof to the contrary notwithstanding, Mortgagee may apply the same or so much thereof as it elects to the payment of the Indebtedness, application to be made in such manner as Mortgagee may elect, regardless of whether the application so

made shall exceed the payments of principal and interest then due as provided in the notes, guaranties or other documents evidencing the Indebtedness. After such application has been so made by Mortgagee, the balance of any such payment or payments remaining shall be paid to Mortgagor.

6.4 No Postponement of Installments on Indebtedness. It is understood and agreed that should such payments provided for by Section 6.01 be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the notes, guaranties or other documents evidencing the Indebtedness, and neither the assignment made pursuant to Section 6.01 nor any other provision hereof shall in any manner be construed to affect the terms and provisions of such notes, guaranties or other documents evidencing the Indebtedness. Likewise, neither the assignment made pursuant to Section 6.01 nor any other provisions hereof shall in any manner be construed to affect the liens, rights, title and remedies herein granted securing the Indebtedness or the liability of Mortgagor therefor. The rights under this Article VI are cumulative of all other rights, remedies, and powers granted under this Deed of Trust and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

6.5 Turnover to Mortgagee. Should Mortgagor receive any of the proceeds of any sale of oil, gas or other minerals produced, saved or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, Mortgagor will immediately remit same in full to Mortgagee.

6.6 Release of Proceeds Upon Payment of Indebtedness. Upon payment in full of all Indebtedness and the termination of the Commitment, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made, without recourse or warranty, by Mortgagee to Mortgagor at its request and its expense.

6.7 Duty of Mortgagee. Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in collecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

6.8 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place and stead of Mortgagor for the purpose of taking any and all actions deemed by Mortgagee necessary for the realization by Mortgagee of the benefits of the assignment of production provided herein, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

ARTICLE VII

MISCELLANEOUS

7.1 Interest. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that Mortgagee shall be paid, as interest a sum greater than that authorized by law or Section 2.20 of the Credit Agreement.

7.2 Agreement as Entirety. This Deed of Trust, for convenience only, has been divided into Articles, Sections and subsections; and it is understood that the rights, powers, privileges, duties and other legal relations of Mortgagor, the Trustee and Mortgagee shall be determined from this instrument as an entirety and without regard to the aforesaid division into Articles, Section and subsections and without regard to headings affixed to such Articles, Sections or subsections.

7.3 Number and Gender. Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine and neuter when such construction is appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative.

7.4 Rights and Remedies Cumulative. All rights, powers, immunities, remedies and liens of Mortgagee existing and to exist hereunder or under any other instruments or at law or in equity and all other or additional security shall be cumulative and not exclusive, each of the other. Mortgagee shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the liens hereof. Resort by Mortgagee to any right or remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other right or remedy. No security heretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered and held as cumulative.

7.5 Parties in Interest. This Deed of Trust shall be binding upon the parties and their respective legal representatives, successors and assigns, and shall inure to the benefit of the Mortgagee, the Lenders, and their respective successors and assigns. The terms used to designate any of the parties herein shall be deemed to include the legal representatives, successors and assigns of such parties.

7.6 Supplements. Without in any manner limiting the effect of Section 1.04 or any other provisions of this Deed of Trust as to the binding effect of this Deed of Trust on after-acquired rights of Mortgagor, it is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties

[redacted] [redacted] [redacted]

subjc[redacted]e liens, rights, titles and interests [redacted]d by this Deed of Trust by means [redacted] supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included. Upon the execution of any such supplemental indenture, the liens, rights, titles and interests created herein shall immediately attach to and be effective with respect to any such interests and properties so described, the same as if such interests and properties had been specifically described herein, and such interests and properties being included in the term "Mortgaged Property," as used herein.

7.7 Invalidity. In the event that any one or more of the provisions contained in this Deed of Trust shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or any provision of any other document relating to any Indebtedness.

7.8 Construction. All titles or headings to Articles, Sections, subsections or other divisions of this Deed of Trust or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections or other divisions, such other content being controlling as to the agreement among the parties hereto. Article, Section, subsection and Exhibit references herein are to such Articles, Sections, subsections and Exhibits of this Deed of Trust unless otherwise specified. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof" and "hereunder" when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular Article, Section, subsection or provision of this Deed of Trust.

7.9 Fixtures, Minerals and Accounts. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal Property described hereinabove are or are to become fixtures on the Land. In addition, the security interest created hereby under applicable provisions of the Uniform Commercial Code attaches to minerals, including oil and gas, and accounts resulting from the sale thereof, at the wellhead or minehead located on the land described or to which reference is made herein.

7.10 Financing Statement Filings. This Deed of Trust may be filed as provided in Article 9 of the Uniform Commercial Code as adopted and in effect from time to time in any relevant jurisdiction (the "UCC"), to assure that the security interests granted by this Deed of Trust are perfected. In this connection, this instrument will be presented to a filing officer under the UCC to be filed in the real estate records as a Financing Statement covering minerals and fixtures.

7.11 Addresses. For purposes of filing this Deed of Trust as a financing statement, the addresses for Mortgagor, as the debtor, and Mortgagee, as the secured party, are as set forth hereinabove.

7.12 Counterparts. 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 an Exhibit A containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state

in which the particular counterpart is to be recorded. A complete, original counterpart of this instrument with a complete Exhibit A 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.

7.13 No Waiver by Mortgagee. No course of dealing on the part of Mortgagee, its officers or employees, nor any failure or delay by Mortgagee with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise of any such right or remedy shall preclude the exercise of any other right or remedy.

7.14 Governing Agreement. In the event of a conflict between the terms and provisions of this Deed of Trust and those of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern and control; provided, however, the inclusion in this Deed of Trust of provisions not addressed in the Credit Agreement shall not be deemed a conflict and all such additional provisions contained herein shall be given full force and effect.

7.15 Special Provision Applicable to Mortgaged Property in Montana. The following special provision shall apply to that portion of the Mortgaged Property located in the State of Montana:

This Deed of Trust is granted and conveyed to secure the maximum amount of indebtedness of Mortgagor, which, at any time outstanding, shall not be in excess of $120,000,000.

7.16 Special Provisions Applicable to Mortgaged Property in New Mexico. The following special provisions shall apply to that portion of the Mortgaged Property situated in the State of New Mexico:

(a) All words of grant to the Trustee hereunder shall be construed as words creating a Lien in favor of Mortgagee on the Mortgaged Property situated in the State of New Mexico.

(b) The redemption period under New Mexico law is hereby specifically shortened to one month in lieu of nine months.

(c) This Deed of Trust is granted and conveyed to secure the maximum amount of indebtedness of Mortgagor, which, at any time outstanding, shall not be in excess of $120,000,000.

7.17 Special Provisions Applicable to Mortgaged Property in North Dakota. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of North Dakota:

The interest provisions applicable to the promissory notes secured hereby and described hereinabove are set forth on Exhibit C attached hereto and incorporated herein for all purposes.

7.18 Special Provisions Applicable to Mortgaged Property in Wyoming. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of Wyoming:

(d) Mortgagee shall have the right to proceed pursuant to law to foreclose and sell the Mortgaged Property either by advertisement and sale as provided in the laws of the State of Wyoming or by court action, and out of the proceeds of such sale, Mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorneys' fees. Notwithstanding any other provisions of this Deed of Trust, the manner of such foreclosure by advertisement and sale shall be as provided for by Wyoming law.

(e) Upon the occurrence of an Event of Default and during the period of redemption, Mortgagee shall be entitled to immediate possession of the Mortgaged Property and rents and profits therefrom.

(f) Notwithstanding any other provisions of this Deed of Trust, the fee payable to the Trustee hereunder shall not exceed the maximum allowed by Wyoming law.

IN WITNESS WHEREOF, this Deed of Trust is executed effective as of the 7th day of November, 1995.

MORTGAGOR (DEBTOR):

KCS RESOURCES, INC., doing business as KCS Mountain Resources, Inc.

ATTEST:

By: _____
Printed Name: HENRY J. TIRADO
Title: SECRETARY

By: _____
C. R. Devine
President

SEAL

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

MONTANA

BEFORE ME, the undersigned authority, on this day personally appeared C. R. Devine, President of KCS RESOURCES, INC., a Delaware corporation, doing business as KCS Mountain Resources, Inc., 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, as the act and deed of such corporation, and in the capacity therein stated.

NEW MEXICO and WYOMING

The foregoing instrument was acknowledged before me this 3rd day of November, 1995, by C. R. Devine, President of KCS RESOURCES, INC., a Delaware corporation, doing business as KCS Mountain Resources, Inc., on behalf of the corporation.

NORTH DAKOTA

On this 3rd day of November, in the year 1995, before me, personally appeared C. R. Devine, known to me to be the President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 3rd day of November, 1995.

KATHY MOBERLEY
Notary Public, State of Texas
My Commission Expires 09-01-98

Kathy Moberley
NOTARY PUBLIC in and for the
State of Texas

[redacted] [redacted] [redacted]

EXHIBIT A
TO
MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

The designation "Working Interest" or "W.I." when used in this Exhibit means an interest owned in an oil, gas, and mineral lease that determines the cost-bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens or other burdens on production, except severance, production, and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development, and production, bearing only its pro rata share of severance, production, and other similar taxes and, in instances where the document creating the overriding royalty interest so provides, costs associated with compression, dehydration, other treating or processing, or transportation of production of oil, gas, or other minerals relating to the marketing of such production. The designation "Royalty Interest" or "RI" means an interest in production which results from an ownership in the mineral fee estate or royalty estate in the relevant land and which is free of any obligation for the expense of exploration, development, and production, bearing only its pro rata share of severance, production, and other similar taxes and, in instances where the document creating the royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas, or other minerals relating to the marketing of such production.

Any reference in this Exhibit to wells or units is for warranty of interest, administrative convenience, and identification and shall not limit or restrict the right, title, interest, or properties covered by this Deed of Trust. All right, title, and interest of Mortgagor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

LESSOR	LESSEE	DATE	RECORDING BOOK	RECORDING PAGE	DESCRIPTION
Federal Lease #W-015317	R.L. Manning	06/01/52			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 9: S/2SW/4, SW/4SE/4
Federal Lease #WY-08589	Jean Harmon	10/01/51			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 17: SE/4NE/4, NE/4SE/4

676

Description	Note	Legal		NRI	GWI	
COLORADO						
AMOCO-FEDERAL #1-21	#	SWSE SEC. 21, T11N-R97W	WI	0.65091700	0.82000000	
FEDERAL AMOCO #20-9	*	NESE SEC. 20, T11N-R97W	WI	0.49885722	0.68571400	BPO
			WI	0.31297144	0.41142800	APO
STATE #1-36		SESE SEC. 36, T10N-R91W	WI	0.53485712	0.68571400	
MT FUEL FEDERAL #2-12		NENE SEC. 12, T11N-R98W	WI	0.26298026	0.38110700	
MT FUEL FEDERAL #1-12		NESE SEC. 12, T11N-R98W	WI	0.26298026	0.38110700	
FLATHEAD #1-35		NESW SEC. 35, T6N-R66W	WI	0.06112750	0.06237500	
EARL JACK #1		NESW SEC. 6, T32N-R 6W	WI	0.71500000	1.00000000	
JONES A H #1		SWNW SEC. 26, T33N-R 7W	WI	0.49937500	0.73437500	
JONES KK #1	*	NWNE SEC. 26, T33N-R 7W	WI	0.51000000	0.75000000	BPO
			WI	0.49937500	0.73437500	APO
LAMBRECHT #1		SWSE SEC. 6, T32N-R 6W	WI	0.71500000	1.00000000	
MCDONALD #1		SWSW SEC. 7, T32N-R 6W	WI	0.71500000	1.00000000	
MCDONALD C #1		NENW SEC. 7, T32N-R 6W	WI	0.71500000	1.00000000	
PARGIN #1	*	SWNE SEC. 36, T33N-R 7W	WI	0.69250000	1.00000000	BPO
			WI	0.65000000	0.93750000	APO
SCHALLES #1		SWNW SEC. 6, T32N-R 6W	WI	0.71500000	1.00000000	
SCHALLES A #1		SENE SEC. 6, T32N-R 6W	WI	0.71500000	1.00000000	
SMITH UTE #1		SESW SEC. 10, T33N-R 9W	WI	0.51000000	0.75000000	
M SMITH #1		NWSW SEC. 2, T32N-R 7W	WI	0.68875000	1.00000000	
M SMITH #1 U		SENW SEC. 2, T32N-R 7W	WI	0.68875000	1.00000000	
TIFFANY #1		NWSW SEC. 1, T32N-R 7W	WI	0.71492170	1.00000000	
TIFFANY B #1		NENE SEC. 2, T32N-R 7W	WI	0.65415380	0.93750000	
TIFFANY C #1		SENW SEC. 2, T32N-R 7W	WI	0.65500000	0.93750000	
TIFFANY C #2 DK		CNW SEC. 1, T32N-R 7W	WI	0.68875000	1.00000000	
TIFFANY C #2 MV		CNW SEC. 1, T32N-R 7W	WI	0.71553060	1.00000000	
TIFFANY #3M-2	*	NWSW SEC. 35, T33N-R 7W	WI	0.70500000	1.00000000	BPO
			WI	0.62000000	0.87500000	APO
TE #1 DK		NESW SEC. 36, T33N-R 7W	WI	0.53414100	0.75000000	
IE #1 MV		NESW SEC. 36, T33N-R 7W	WI	0.71500000	1.00000000	
IE #2	*	NWSW SEC. 17, T33N-R 9W	WI	0.75916670	1.00000000	BPO
			WI	0.56937545	0.75000000	APO
TE 17 #1 DK	*	SWSE SEC. 17, T33N-R 9W	WI	0.72583330	1.00000000	BPO
			WI	0.54437518	0.75000000	APO
TE 17 #1 MV	*	SWSE SEC. 17, T33N-R 9W	WI	0.75916670	1.00000000	BPO
			WI	0.56937545	0.75000000	APO
IE 20 #1	*	NWNE SEC. 20, T33N-R 9W	WI	0.56833340	0.75000000	BPO
			WI	0.42625000	0.56250000	APO
TE A #1 DK		NWSE SEC. 35, T33N-R 7W	WI	0.27789060	0.37500000	
IE A #1 MV		NWSE SEC. 35, T33N-R 7W	WI	0.61031250	0.87500000	
E D #1		SESE SEC. 36, T33N-R 7W	WI	0.71500000	1.00000000	
IE B #1		NWNW SEC. 36, T33N-R 7W	WI	0.64921880	0.93750000	
INROSE #1		SWSW SEC. 8, T32N-R 6W	WI	0.67076240	0.84125000	
. W. THURINGER #1		SWSW SEC. 5, T32N-R 6W	WI	0.82843800	1.00000000	
FFANY #2-12		NENE SEC. 12, T32N-R 7W	WI	0.15437502	0.21590909	
FFANY #3-12		NWNW SEC. 12, T32N-R 7W	WI	0.15437502	0.21590909	
FFANY #2M MV		NWNW SEC. 35, T33N-R 7W	WI	0.21375000	0.25000000	
FFANY #2M DK		NWNW SEC. 35, T33N-R 7W	WI	0.32062500	0.37500000	
FFANY #2 (AKS A-1)		NENE SEC. 35, T33N-R 7W	WI	0.19828130	0.25000000	
RTINEZ #1		SENW SEC. 24, T33N-R 9W	WI	0.24014383	0.36585366	
ARR #1	*	SENW SEC. 20, T33N-R 9W	WI	0.40666670	0.50000000	BPO
			WI	0.30500000	0.37500000	APO
ARR #1-M DK	*	SESW SEC. 20, T33N-R 9W	WI	0.56833340	0.75000000	BPO
			WI	0.42625000	0.56250000	APO
RR #1-M MV	*	SESW SEC. 20, T33N-R 9W	WI	0.40666670	0.50000000	BPO
			WI	0.30500000	0.37500000	APO
CCARVILLE #1		SWNW SEC. 23, T33N-R 9W	WI	0.05124680	0.07438017	

678

EXHIBIT "B" WELLS

Description	Note	Legal	NRI	GWI	
MAESTAS GAS UNIT #1		NWNW SEC. 5, T33N-R 8W	WI 0.06649410	0.08191000	
SQUIRES #1		NENE SEC. 1, T32N-R 7W	WI 0.16576682	0.19385900	
BARNES #1		SWNW SEC. 6, T33N-R 8W	WI 0.13933300	0.17500000	
WEST ALKALI GULCH #1		NESW SEC. 2, T33N-R13W	WI 0.08036460	0.10000000	
GLOVER #1		SENW SEC. 17, T33N-R 9W	ORI0.01148560	0.00000000	
SUNICAL #1		NWNE SEC. 17, T33N-R 9W	ORI0.00918750	0.00000000	
FLORIDA #1		NWSW SEC. 33, T34N-R 9W	ORI0.01225000	0.00000000	
NEW MEXICO					
GOTUR #1		NENE SEC. 8, T31N-R14W	WI 0.03766670	0.05000000	
MONTANA					
MARTIN FEE #32-29		SENE SEC. 29, T31N-R2W	WI 0.85747983	0.99624340	
UNDERDAL FED. #21-33		NENW SEC. 33, T31N-R2W	WI 0.80208330	1.00000000	
UNDERDAL #32-28		SWNE SEC. 28, T31N-R2W	WI 0.84268420	0.98875000	
ROBERTSON FEE #34-21		SESW SEC. 21, T31N-R2W	WI 0.84709980	1.00000000	
UNDERDAL #13-27		NWSW SEC. 27, T31N-R2W	WI 0.78896139	0.97244530	
UNDERDAL #22-34		SENW SEC. 34, T31N-R2W	WI 0.81775680	1.00000000	
UNDERDAL #13-35		NWSW SEC. 35, T31N-R2W	WI 0.80805900	1.00000000	
ANADARKO FEDERAL #11-3		NWNW SEC. 3, T30N-R2W	WI 0.80995590	1.00000000	
J.G.L. FARMS FEE #23-2		NESW SEC. 2, T30N-R2W	WI 0.69540108	0.81333460	
GRAYROCK STATE #14-1		SWSW SEC. 1, T30N-R2W	WI 0.80208330	1.00000000	
GRAYROCK STATE #11-12		NWNW SEC. 12, T30N-R2W	WI 0.80208330	1.00000000	
ANADARKO FEDERAL #22-11		SENW SEC. 11, T30N-R2W	WI 0.42750000	0.50000000	
FEDERAL #22-14		SENE SEC. 14, T30N-R2W	WI 0.68218750	0.81250000	
FEDERAL #21-13		NENW SEC. 13, T30N-R2W	WI 0.56218750	0.68750000	
STATE #41-24		NENW SEC. 24, T30N-R2W	WI 0.85500000	1.00000000	
GARNETT #1-20		SESE SEC. 20, T29N-R3W	WI 0.46722461	0.54804688	
YEAGER #15-21		SWSE SEC. 21, T29N-R3W	WI 0.27529980	0.32402344	
YEAGER #13-22		SWSW SEC. 22, T29N-R3W	WI 0.17814991	0.21201172	
ELLIOTT #12-27		NWSW SEC. 27, T29N-R3W	WI 0.32159350	0.38002930	
STATE #3	*	SWSE SEC. 28, T29N-R3W	ORI0.01531250	0.00000000	BPO
			WI 0.08475000	0.10000000	APO
GARNETT #7-33		SWNE SEC. 33, T29N-R3W	WI 0.22825610	0.26801758	
SANDERS #1-23	*	NENE SEC. 23, T29N-R3W	WI 0.28239062	0.33125000	BPO
			WI 0.08525000	0.10000000	APO
BOUMANS #2		CNE SEC. 11, T29N-R5W	WI 0.73978027	0.99316406	
GUFF #1-2		SWSW SEC. 2, T29N-R5W	WI 0.82351563	0.99218750	
H & W RANCH #31-20		NWNE SEC. 20, T28N-R5W	WI 0.85500000	1.00000000	
H & W RANCH #32-20		SWNE SEC. 20, T28N-R5W	WI 0.85500000	1.00000000	
STATE #14-16		SWSW SEC. 16, T28N-R5W	WI 0.85500000	1.00000000	
HALVERSON #7-18		SWNE SEC. 18, T33N-R2E	WI 0.68250000	0.90000000	
HALVERSON #9-18	*	NESE SEC. 18, T33N-R2E	WI 0.78450000	1.00000000	BPO
			WI 0.65170000	0.80000000	APO
MCDONOUGH #13-17		SWSW SEC. 17, T33N-R2E	WI 0.46262500	0.60000000	
CHURCHILL #7-19		SWNE SEC. 19, T33N-R2E	WI 0.48355000	0.62500000	
RADABAUGH #11-19		CSW SEC. 19, T33N-R2E	WI 0.59004171	0.74995300	
MCDONOUGH #5-20	*	CNW SEC. 20, T33N-R2E	WI 0.73539583	1.00000000	BPO
			WI 0.48398395	0.62935404	APO
WALSH #11-20	*	NENW SEC. 20, T33N-R2E	WI 0.74187500	1.00000000	BPO
			WI 0.47512500	0.60000000	APO
MORSE-WESTER #1-30	*	NENE SEC. 30, T33N-R2E	WI 0.74187500	1.00000000	BPO
			WI 0.47512500	0.60000000	APO
DYRDAHL #3-29		NENW SEC. 29, T33N-R2E	WI 0.47760000	0.60000000	
JOHNSON #7-32	*	SWNE SEC. 32, T33N-R2E	WI 0.75562500	1.00000000	BPO
			WI 0.48337500	0.60000000	APO
TROVATTEN #1-31		SWNE SEC. 31, T33N-R2E	WI 0.45300000	0.60000000	
HARWOOD #5-33	*	SWNW SEC. 33, T33N-R2E	WI 0.76537500	1.00000000	BPO

[redacted] [redacted] [redacted]

EXHIBIT "B" WELLS

Description	Note	Legal		NRI	GWI	
				WI 0.48922500	0.60000000	APO
HELLINGER #1-5	*	CNE SEC. 5,	T32N-R2E	WI 0.72800000	1.00000000	BPO
				WI 0.46680000	0.60000000	APO
WOOSTER #3-4		CNW SEC. 4,	T32N-R2E	WI 0.50070033	0.60000000	
FRANK HELLINGER #13-4	*	SWSW SEC. 4,	T32N-R2E	WI 0.72800000	1.00000000	BPO
				WI 0.46680000	0.60000000	APO
BIG SANDY HELLINGER #1-9		CNE SEC. 9,	T32N-R2E	WI 0.46680000	0.60000000	
MORSE-WESTER #16-30		SWSW SEC. 30,	T33N-R2E	WI 0.68102443	0.84209331	
HELLINGER #1-8		CNE SEC. 8,	T32N-R2E	WI 0.47220000	0.60000000	
PLETSCH #11-21		CSW SEC. 21,	T33N-R2E	WI 0.66683960	0.88124500	
BUSSELL #16-5	*	SESE SEC. 5,	T32N-R2E	WI 0.65723241	0.84209331	BPO
				WI 0.46680000	0.60000000	APO
HELLINGER #16-23		CSE SEC. 23,	T32N-R2E	WI 0.48000000	0.60000000	
HELLINGER #1-25		NENE SEC. 25,	T33N-R1E	WI 0.48300000	0.60000000	
STATE #13-36		SWSW SEC. 36,	T34N-R1E	WI 0.81225000	0.95000000	
DEMPSTER #3-28		CNW SEC. 28,	T33N-R2E	WI 0.47400000	0.60000000	
RHODA #3-13		NWNE SEC. 13,	T33N-R1E	WI 0.49500000	0.60000000	
ATKINSON #4-32		CNW SEC. 32,	T33N-R2E	WI 0.48337500	0.60000000	
DRISCOLL #16-13R	*	SESE SEC. 13,	T33N-R1E	WI 0.65357150	0.85714000	BPO
				WI 0.45750000	0.60000000	APO
DRAKE #4-12		NWNW SEC. 12,	T33N-R1E	WI 0.49979375	0.57000000	
DRAKE #13-1	*	SWSW SEC. 1,	T33N-R2E	WI 0.43862405	0.54192250	BPO
				WI 0.36686514	0.45110640	APO
HELLINGER #14-23		SESE SEC. 23,	T32N-R2E	WI 0.48000000	0.60000000	
MCCARTER #1-2		SWNE SEC. 2,	T31N-R2E	WI	1.00000000	
HANNAH #31-11		NWNE SEC. 11,	T31N-R2E	WI	1.00000000	
SNUFFER #1-8		SENE SEC. 8,	T32N-R3E	WI	1.00000000	
SCHRECK #11-9		NWNW SEC. 9,	T32N-R3E	WI	1.00000000	
SUTA #4-8		SENE SEC. 4,	T36N-R4W	WI 0.49127036	0.61694700	
ALTENBERG #35-4		NWNW SEC. 35,	T37N-R4W	WI 0.48403774	0.57610800	
MCALPINE #26-6		SENW SEC. 26,	T37N-R4W	WI 0.57947664	0.71050320	
BALDWIN #2-4		NWNW SEC. 2,	T36N-R4W	WI 0.18104636	0.22800700	
STATE #11-3		NENW SEC. 11,	T36N-R4W	WI 0.26291598	0.32259600	
STATE #36-6		SENW SEC. 36,	T37N-R4W	WI 0.18582527	0.22800650	
KENNEDY #34-15		SWSE SEC. 34,	T37N-R4W	WI 0.41287415	0.50114100	
JUEDEMAN #1-11		NESW SEC. 1,	T36N-R4W	WI 0.10516224	0.13324785	
HOLTZ #33-22		NWSE SEC. 22,	T37N-R2W	WI 0.10062500	0.12500000	
FITZPATRICK #5-22		SWNW SEC. 22,	T37N-R4W	WI 0.41500000	0.50000000	
PARKER 5A-12		SWNW SEC. 12,	T37N-R4W	WI 0.35292450	0.46250000	
KEESUN NGP STATE #8-28		SENE SEC. 28,	T36N-R5W	WI 0.42500000	0.50000000	
NORTH DARLING UNIT		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
STATE #2		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
STATE #3		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
STATE #4		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
STATE #5		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
FAIR STATE #3		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
STATE #1-7		NENE SEC. 7,	T37N-R4W	WI 0.78960424	1.00000000	
SOUTH DARLING UNIT			T37N-R4W & R5W	WI	1.00000000	
SWENSON #1		SWSE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #2		NESE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #3		NESE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #4		NESE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #6		SESE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #7		SENE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #8		NENE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
SWENSON #9		NENE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
KRUGER #1		NWSE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	
KRUGER #2		NWSE SEC. 13,	T37N-R5W	WI 0.82151616	1.00000000	

EXHIBIT "B" WELLS

Description	Note	Legal		NRI	GWI
KRUGER #3		SWNE SEC. 13, T37N-R5W	WI	0.82151616	1.00000000
VARGO #1		NWNW SEC. 18, T37N-R4W	WI	0.82151616	1.00000000
VARGO #2		NWNW SEC. 18, T37N-R4W	WI	0.82151616	1.00000000
VARGO #3		NWNW SEC. 18, T37N-R4W	WI	0.82151616	1.00000000
BERT SWENSON JR. #1		SESW SEC. 13, T37N-R5W	WI	0.82151616	1.00000000
STATE #1-7		SWSW SEC. 7, T37N-R4W	WI	0.82151616	1.00000000
BERT SWENSON JR. #24-1		SESW SEC. 13, T37N-R5W	WI	0.82151616	1.00000000
BERT SWENSON #14-1		SESE SEC. 14, T37N-R5W	WI		1.00000000
BAINES #22-18		SENW SEC. 18, T37N-R4W	WI		1.00000000
JONAS VASBOE #1	"	NESE SEC. 22, T37N-R5W	WI		1.00000000
VASBOE #1	"	SENE SEC. 22, T37N-R5W	WI		1.00000000
SEWARD #1-4X		NESE SEC. 4, T33N-R1W	WI	0.78850000	0.95000000
PETERSON #1A		NENW SEC. 11, T34N-R1W	WI	0.73000000	1.00000000
HAENEL #2		SWSW SEC. 2, T34N-R1W	WI	0.73000000	1.00000000
PETERSON #4		NWNW SEC. 11, T34N-R1W	WI	0.73000000	1.00000000
PETERSON #5		NWNW SEC. 11, T34N-R1W	WI	0.73000000	1.00000000
JENSEN 'A' #31-27		NWNE SEC. 27, T37N-R5E	WI	0.72535111	0.88088200
LAIRD CREEK UNIT	#	T37N-R5E	WI		0.92000000
LAIRD CREEK #42-26		SENE SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #14-26		SWSW SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #13-26		NWSW SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #13X-26		NWSW SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #41-27		NENE SEC. 27, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #42-27		SENE SEC. 27, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #43-27		NESE SEC. 27, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #31-26		NWNE SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #21-26		NENW SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #21-35		NENW SEC. 35, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #24-23		SESW SEC. 23, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #33-26		SWNE SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #44-27		SESE SEC. 27, T37N-R5E	WI	0.76253566	0.92000000
LAIRD CREEK #11-26		NWNW SEC. 26, T37N-R5E	WI	0.76253566	0.92000000
HOMESTAKE SAND UNIT	#	T36N-R1W & R2W	WI		1.00000000
YEALEY SHAW #2		SWSE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #21		SWSE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #6		NWSE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
GOVERNMENT #5-1		NESE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
STATE #4		NWSW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #7		NWSE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
STATE #2		NWNW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
STATE #3		NENW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #16		NWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
MIDLAND #3		SESW SEC. 25, T36N-R2W	WI	0.84974840	1.00000000
MIDLAND #2		SESW SEC. 25, T36N-R2W	WI	0.84974840	1.00000000
STONE #2		SWSE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000
STATE #7X		SWNW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
STATE #8		SENW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
SHAW #7		SENE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #8		NWSE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #1		SESW SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
STATE #9		SENW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
SHAW #3		SENE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
STATE #5		SWNW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #18		SENW SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
SHAW #5		SENE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #14		SWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
YEALEY SHAW #10		SWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000
STATE B2		NWNE SEC. 36, T36N-R2W	WI	0.84974840	1.00000000

EXHIBIT "B" [redacted] WELLS [redacted]

	Description	Note	Legal		NRI	GWI	
	YEALEY SHAW #15		NWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	SHAW #4		NENE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #11A		NWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	STATE #12		NENW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #22		NWSE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	SHAW #10		SENE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #23		NWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	SHAW #11		SESE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	STONE #3		SWSE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	STONE #4		SWSE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	SHAW #12		SESE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	STONE #5		NWSE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	SHAW #13		SWSW SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #12-K		NWNW SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #22-I		NENE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #3		SESW SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	STATE B-1		SWNE SEC. 36, T36N-R2W	WI	0.84974840	1.00000000	
	STATE #13		SWNW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #12		NWNE SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	STATE 1-A		NWNW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000	
	SHAW #2		SESE SEC. 26, T36N-R2W	WI	0.84974840	1.00000000	
	YEALEY SHAW #4		NESW SEC. 35, T36N-R2W	WI	0.84974840	1.00000000	
	STATE A-2		CWSW SEC. 36, T36N-R2W	WI	0.84974840	1.00000000	
	ALADDIN HESKINS #1		W2SW SEC. 25, T36N-R2W	WI	0.78000000	1.00000000	
	ALADDIN HESKINS #2		W2SW SEC. 25, T36N-R2W	WI	0.78000000	1.00000000	
	ALADDIN HESKINS #3		W2SW SEC. 25, T36N-R2W	WI	0.78000000	1.00000000	
	ALADDIN HESKINS #4		W2SW SEC. 25, T36N-R2W	WI	0.78000000	1.00000000	
	ALADDIN HESKINS #5		W2SW SEC. 25, T36N-R2W	WI	0.78000000	1.00000000	
	MIDLAND REALTY #25-1		E2SE SEC. 25, T36N-R2W	WI	0.78500000	1.00000000	
	MIDLAND REALTY #25-3		E2SE SEC. 25, T36N-R2W	WI	0.78500000	1.00000000	
	MILEY-HOLMES #1		NWSW SEC. 30, T36N-R1W	WI	0.84500000	1.00000000	
	ABRACADABRA #1	*	NWNW SEC. 19, T34N-R2W	WI	0.29920000	0.40000000	BPO
				WI	0.29600000	0.40000000	APO
	POTTER #1-24		NENE SEC. 24, T34N-R3W	WI	0.29487500	0.35000000	
	POTTER #1-24E		NENE SEC. 24, T34N-R3W	WI	0.29487500	0.35000000	
	POTTER #1-24E		NENE SEC. 24, T34N-R3W	WI	0.29487500	0.35000000	
	FULTON STATE #31-23		NWNE SEC. 23, T37N-R4W	WI		0.50000000	
	KEESUN NGP #8-36		SENE SEC. 36, T37N-R4W	WI	0.42500000	0.50000000	
	NORTH DAKOTA						
	SCHAEFER #2-14		E2NW SEC.14,T158N-R82W	WI	0.14692795	0.16862500	
	WYOMING						
	GRASS CREEK CURTIS UNIT	#	T46N-R98W & R99W	WI	0.18354828	0.22173600	
	CURTIS UNIT #100-C		SESW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #102-C		SWSE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #105-C		SESE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #109-C		SWSE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #11-C		NESW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #111-C		NWSW SEC. 21, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #116-C		NENE SEC. 30, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #118-C		NENW SEC. 29, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #14-C		SWSW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #121-C		NWNW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #127-C		SWNW SEC. 29, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #128-C		SENW SEC. 29, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #129-C		SWNE SEC. 29, T46N-R98W	WI	0.18354828	0.22173600	
	CURTIS UNIT #132-C		SENW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600	

EXHIBIT "B" WELLS

Description	Note	Legal		NRI	GWI
CURTIS UNIT #135-C		SWNW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #136-C		SENW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #137-C		SWNE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #138-C		SENE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #139-C		SWSW SEC. 29, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #140-C		NESE SEC. 29, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #141-C		NWSW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #142-C		NESW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #143-C		NWSE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #144-C		NESE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #145-C		NWSW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #146-C		NESW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #147-C		NWSE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #148-C		NESE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #149-C		NWSW SEC. 26, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #15-C		SESW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #152-C		SWSW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #153-C		SESW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #154-C		SWSE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #155-C		SESE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #156-C		SWSW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #157-C		SESW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #158-C		SWSE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #159-C		SESE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #16-C		SWSE SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #161-C		SESW SEC. 26, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #162-C		NWNE SEC. 33, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #164-C		NWNW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #165-C		NENW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #166-C		NWNE SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #167-C		NENE SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #168-C		NWNW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #169-C		NENW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #170-C		SWNW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #178-C		SWSW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #179-C		NESE SEC. 13, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #180-C		NWSE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #182-C		SWSW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #183-C		SENW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #184-C		SENW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #185-C		NENW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #186-C		NENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #187-C		SENW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #188-C		SENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #189-C		NENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #19-C		NWNW SEC.20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #190-C		NENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #191-C		NWSW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #192-C		SWSW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #193-C		SESW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #194-C		NESE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #195-C		NWNE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #196-C		NENE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #197-C		SESE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #198-C		NWNW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #2-C		NENW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #20-C		NENW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #22-C		NENE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600

EXHIBIT "B" [redacted]S [redacted] P[redacted]

Description	Note	Legal		NRI	GWI
CURTIS UNIT #23-C		NENE SEC. 13, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #24-C		NWNW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #27-C		SENE SEC. 13, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #28-C		SWNW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #29-C		SENW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #30-C		SWNE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #31-C		SENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #33-C		SENW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #35-C		NWSW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #36-C		NESW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #38-C		NESE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #42-C		NWSE SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #43-C		SWSW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #44-C		SESW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #45-C		SWSE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #46-C		SESE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #48-C		SESW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #49-C		SWSE SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #52-C		NENE SEC. 24, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #53-C		NWNW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #54-C		NENW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #55-C		NWNE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #56-C		NENE SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #57-C		NENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #58-C		NENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #6-C		SENE SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #61-C		NWNW SEC. 21, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #62-C		SWNW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #63-C		SENW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #64-C		SWSE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #65-C		SESE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #66-C		SWNW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #67-C		SENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #68-C		SWNE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #69-C		SENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #71-C		SWNE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #72-C		SENE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #73-C		SENE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #77-C		NWSW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #78-C		NESW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #8-C		NWSW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #80-C		NESE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #81-C		NWSW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #83-C		NESW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #86-C		NWSW SEC. 21, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #88-C		NESE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #9-C		NESW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #90-C		NESW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #91-C		NWSE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #92-C		NWSE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #93-C		NESE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #97-C		SWSE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
GOLDEN EAGLE UNIT		T45N-R96W & R97W	WI		1.00000000
GOLDEN EAGLE #1		SESW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #2		SENW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #4		SWSE SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #5		SWNW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #6		SENW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000

Description	Note	Legal		NRI	GWI	
GOLDEN EAGLE #7		NWNW SEC. 12, T45N-R97W	WI	0.82180790	1.00000000	
GOLDEN EAGLE #8		NENW SEC. 12, T45N-R97W	WI	0.82180790	1.00000000	
GOLDEN EAGLE #10		NWSE SEC. 12, T45N-R97W	WI	0.80618320	1.00000000	
GOLDEN EAGLE #11		SWNE SEC. 12, T45N-R97W	WI	0.82180790	1.00000000	
GOLDEN EAGLE #12		NESW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000	
GOLDEN EAGLE #A-13		NESW SEC. 12, T45N-R97W	WI	0.80812500	1.00000000	
GOLDEN EAGLE #14		SENW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000	
LITTLE GRASS CR. UNIT		SEC. 10 & 11, T45N-R99W	WI		1.00000000	
LGCU #3-PHOS/TEN		NESE SEC. 10, T46N-R99W	WI	0.80187500	1.00000000	
LGCU #2		SWNW SEC. 11, T46N-R99W	WI	0.82329434	1.00000000	
LGCU #1 - MUDDY		SWNW SEC. 11, T46N-R99W	WI	0.83000000	1.00000000	
LGCU #4-FRONTIER		CSW SEC. 11, T46N-R99W	WI	0.82329434	1.00000000	
LITTLE GRASS CREEK #1-15	*	NENE SEC. 15, T46N-R99W	WI	0.75318147	1.00000000	BPO
			WI	0.60140049	0.80000000	APO
FEDERAL #4-2 (14 MILE)		SESW SEC. 2, T46N-R94W	WI	0.85500000	1.00000000	
SELLERS DRAW UNIT #2		SESW SEC. 21, T48N-R98W	WI	0.81593800	1.00000000	
BETA FEDERAL #2	*#	SWSE SEC. 5, T47N-R90W	WI	0.80500000	1.00000000	BPO
			WI	0.76250000	0.93750000	APO
BETA FEDERAL #4	#	NESW SEC. 6, T47N-R90W	WI	0.75468750	0.93750000	
USA TRICO #1		SWSW SEC. 5, T47N-R90W	WI	0.85500000	1.00000000	
FEDERAL #4-14X		SWSW SEC. 5, T47N-R90W	WI	0.85500000	1.00000000	
STRINGER #1		SWSW SEC. 5, T47N-R90W	WI	0.85500000	1.00000000	
MARSHALL #19-1		SWSW SEC. 19, T48N-R91W	WI	0.82600000	1.00000000	
MARSHALL #1-30	#	SENW SEC. 30, T48N-R91W	WI	0.85500000	1.00000000	
LAMB FEDERAL #2-12	*	NESW SEC. 12, T51N-R93W	WI	0.58812500	0.75000000	BPO
			WI	0.31125000	0.37500000	APO
MANDERSON UNIT		T50N-R92W & R93W	WI		1.00000000	
MANDERSON UNIT F43-18G		NESE SEC. 18, T50N-R92W	WI	0.81115624	1.00000000	
MANDERSON UNIT F44-12G (M)		SESE SEC. 12, T50N-R93W	WI	0.81115624	1.00000000	
MANDERSON UNIT F44-12G (F)		SESE SEC. 12, T50N-R93W	WI	0.80761390	1.00000000	
MANDERSON UNIT F14-12G		SWSW SEC. 12, T50N-R93W	WI	0.81115624	1.00000000	
MANDERSON UNIT F32-19G		SWNE SEC. 19, T50N-R92W	WI	0.81115624	1.00000000	
MANDERSON UNIT F41-24G		NENE SEC. 24, T50N-R93W	WI	0.81115624	1.00000000	
MANDERSON FEDERAL #24-20 (M)		SESW SEC. 20, T50N-R92W	WI	0.81115624	1.00000000	
MANDERSON FEDERAL #24-20 (F)		SESW SEC. 20, T50N-R92W	WI	0.80500000	1.00000000	
MANDERSON FEDERAL #24-13	*	SESW SEC. 13, T50N-R93W	WI	0.85172755	0.99617260	BPO
			WI	0.82547129	0.96938050	APO
AINSWORTH UNIT	#	T49N & T50N-R92W	WI		1.00000000	
AINSWORTH UNIT F43-33G		NESE SEC. 33, T50N-R92W	WI	0.84115975	1.00000000	
AINSWORTH UNIT F41-3G		NENE SEC. 3, T49N-R92W	WI	0.84115975	1.00000000	
AINSWORTH UNIT F41-4G		NENE SEC. 4, T49N-R92W	WI	0.84115975	1.00000000	
RUSHMORE 23-3		NESW SEC. 3, T49N-R92W	WI	0.84115975	1.00000000	
PEARCE #1-35		SESE SEC. 35, T50N-R92W	WI	0.79288020	1.00000000	
STATE #2-36		SESW SEC. 36, T50N-R92W	WI	0.78296250	1.00000000	
FLANAGAN #1-2	#	SWSE SEC. 2, T49N-R92W	WI	0.81500000	1.00000000	
NOWOOD GOVT A-1	#	SWSE SEC. 9, T48N-R90W	WI	0.80500000	1.00000000	
NOWOOD GOVT A-2	#	SWSE SEC. 9, T48N-R90W	WI	0.80500000	1.00000000	
NOWOOD GOVT A-3	#	NESW SEC. 9, T48N-R90W	WI	0.80500000	1.00000000	
NOWOOD GOVT B-1	#	SESW SEC. 9, T48N-R90W	WI	0.82500000	1.00000000	
NOWOOD GOVT B-3	#	SESW SEC. 9, T48N-R90W	WI	0.82500000	1.00000000	
KLAENHAMMER 1-B	*#	SWNE SEC. 24, T52N-R94W	WI	0.79918376	1.00000000	BPO
			WI	0.61439020	0.78324900	APO
#1 GREYBULL FEDERAL		SWSE SEC. 26, T52N-R94W	WI	0.78000000	1.00000000	
STATE #1-36		SESW SEC. 36, T54N-R94W	WI	0.51947530	0.66070000	
EMBLEM STATE #1	*	SESW SEC. 36, T54N-R96W	WI	0.76000000	1.00000000	BPO
			WI	0.62800000	0.80000000	APO
SEABOARD A #1		NENW SEC. 35, T56N-R98W	WI	0.85500000	1.00000000	
SEABOARD B #2		NWNW SEC. 35, T56N-R98W	WI	0.85500000	1.00000000	

Description	Note	Legal		NRI	GWI	
SEABOARD #43-35		SENW SEC. 35, T56N-R98W	WI	0.85500000	1.00000000	
PEARSON PRATT #1		SENE SEC. 10, T56N-R98W	WI	0.85500000	1.00000000	
BIG POLECAT UNIT		T57N, R98W	WI		1.00000000	
BIG POLECAT A #1		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #3		NESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #4		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #5		NWSW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #8		SWNW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #9		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #10		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #16		NESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
STATE POLECAT A #1		SWSE SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
STATE POLECAT A #6		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
STATE POLECAT #11-16		SENW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
DANKER A #2		NESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
KERPER A #2		NWNW SEC. 27, T68N-R98W	WI	0.85538020	1.00000000	
KERPER A #3		NESW SEC. 27, T57N-R98W	WI		1.00000000	
GOV'T SEDGWICK A #4		NWSE SEC. 27, T57N-R98W	WI	0.80541210	1.00000000	
GOV'T SEDGWICK A #5		NENE SEC. 34, T57N-R98W	WI	0.81500000	1.00000000	
KOCH A #14-35		SWSW SEC. 34, T57N-R98W	WI	0.81500000	1.00000000	
EXCEL STATE #56-16		SESW SEC. 35, T57N-R98W	WI		1.00000000	
ALKALI BUTTE UNIT		NWSE SEC. 16, T57N-R100W	WI	0.77687500	1.00000000	
ALKALI BUTTE #8		T34N-R95W	WI		1.00000000	
ALKALI BUTTE #7		SENW SEC. 26, T34N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE UNIT #3		NWNW SEC. 35, T34N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE UNIT #6		SENW SEC. 1, T33N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE UNIT #4		NESE SEC. 35, T34N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE #2		SWNE SEC. 1, T33N-R95W	WI	0.86242280	1.00000000	
DAVEY #1		SESW SEC. 36, T34N-R95W	WI	0.86242280	1.00000000	
PALMER FEDERAL #1		NENW SEC. 20, T33N-R94W	WI	0.78000000	1.00000000	
ACKERMAN #22-13		SESW SEC. 23, T34N-R95W	WI	0.79500000	1.00000000	
ACKERMAN #32-13		SENW SEC. 13, T34N-R91W	WI	0.80500000	1.00000000	
BONNEVILLE UNIT #2	#	SWNE SEC. 13, T34N-R91W	WI	0.80500000	1.00000000	
HOWARD RANCH #23-15		SWNE SEC. 27, T39N-R93W	WI	0.78577470	1.00000000	
TOUGH CREEK FED. #1-26		NESW SEC. 15, T39N-R93W	WI	0.81500000	1.00000000	
BONNEVILLE #23-1	#	SENW SEC. 26, T39N-R93W	WI	0.68714290	1.00000000	
LEONARD #1-24		SESW SEC. 23, T39N-R93W	WI	0.79250000	1.00000000	
	*	NWNW SEC. 24, T39N-R90W	WI	0.63246002	0.85718120	BPO
			WI	0.48123039	0.52637305	APO
HORSE RANCH #4-2		SENW SEC. 4, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #5-1		NENE SEC. 5, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #4-5		NENE SEC. 4, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #4-1		NESW SEC. 4, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #33-1	#	SESW SEC. 33, T37N-R81W	WI	0.79500000	1.00000000	
HORSE RANCH #33-2	#	SWSW SEC. 33, T37N-R81W	WI	0.79500000	1.00000000	
DIAMOND DOME FED. #1		SENW SEC. 6, T20N-R77W	WI	0.85500000	1.00000000	
HATFIELD DOME FEDERAL #1	*	NWNE SEC. 2, T19N-R88W	WI	0.77384286	1.00000000	BPO
			WI	0.77113046	1.00000000	APO 1
			WI	0.77116506	1.00000000	APO 2
			W.	0.77341429	1.00000000	APO 3
HATFIELD DOME UPRR #1	*	SWSE SEC. 35, T20N-R88W	WI	0.77384286	1.00000000	BPO
			WI	0.76888096	1.00000000	APO 1
HATFIELD DOME UPRR #2		SWSE SEC. 35, T20N-R88W	WI	0.76888096	1.00000000	BPO
HATFIELD DOME #44-35		SESE SEC. 35, T20N-R88W	WI	0.76888096	1.00000000	
HATFIELD DOME #41-2		NENE SEC. 2, T19N-R88W	WI	0.76888096	1.00000000	
COW CREEK #1X-12		NWSE SEC. 12, T16N-R92W	WI	0.79544620	1.00000000	
COW CREEK #1-12		NWSE SEC. 12, T16N-R92W	WI	0.79663750	1.00000000	
DESERT SPRINGS #31-36		NWNE SEC. 36, T21N-R98W	WI	0.83000000	1.00000000	
RKC FEDERAL #12-23		SWNW SEC. 23, T26N-R113W	WI	0.68575623	0.89531860	

EXHIBIT "B" WELLS

Description	Note	Legal	NRI	GWI	
KC FEDERAL #14-23		SWSW SEC. 23, T26N-R113W	WI 0.68575623	0.89531860	
ORRISON MCGINNIS #22-24	*	SENW SEC. 24, T26N-R113W	WI 0.69890364	0.90326800	BPO
			WI 0.61806144	0.76777800	APO 1
			WI 0.62092360	0.78148200	APO 2
KC FEDERAL #43-22		NESE SEC. 22, T26N-R113W	WI 0.51431708	0.67148890	
CPHERSON SPRINGS #23-2		NWNE SEC. 23, T13N-R94W	WI 0.80283100	1.00000000	
UKUZAKI FEDERAL #1-18		SESW SEC. 18, T22N-R93W	WI 0.57600000	0.75000000	
LACK BUTTE #44-25		SESE SEC. 25, T19N-R103W	WI 0.80500000	1.00000000	
ESA UNIT #2		SENW SEC. 16, T32N-R109W	WI 0.04740600	0.06250000	
HISKEY BUTTES UNIT		T20N&T21N - R111W&R112W	WI 0.00192037	0.00235630	
HISKEY BUTTES #1-6		NESW SEC. 6, T21N-R111W	WI 0.81500000	1.00000000	

STRIPPER ROYALTY REDUCTION

* PAYOUT

BANK ONE CREDIT NOTE

$60,000,000 | Houston, Texas | November 7, 1995

FOR VALUE RECEIVED, the undersigned, KCS RESOURCES, INC., a Delaware corporation and the surviving corporation of the merger of The Lenape Resources Corporation, a New Jersey corporation ("Lenape") into said KCS Resources, Inc. ("KRI"), and KCS PIPELINE SYSTEMS, INC., a Delaware corporation and the surviving corporation of the merger of Enercorp Gas Transmission Systems, Inc., a Texas corporation ("EGS") into said KCS Pipeline Systems, Inc. ("KCS Pipeline", and together with KRI, collectively, the "Makers" and each individually, a "Maker"), jointly and severally, irrevocably and unconditionally promise to pay to the order of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association ("Payee"), for account of its respective Applicable Lending Offices provided for in the Credit Agreement referred to hereinbelow, at the principal banking office of Payee at 910 Travis, Houston, Harris County, Texas, (i) the principal amount of SIXTY MILLION AND N0/100 DOLLARS ($60,000,000) (or such lesser amount as shall equal the aggregate unpaid principal amount of all Advances made by Payee pursuant to the Credit Agreement), on the dates and in the principal amounts provided in the Credit Agreement, and (ii) interest on the unpaid principal amount of each such Advance from time to time remaining outstanding and unpaid from the date of each such Advance until it shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

Payments of both principal and interest shall be made in lawful money of the United States of America and in same day or immediately available funds.

All capitalized terms used herein and not otherwise defined herein shall have the same meaning and effect as used and defined in that certain First Amended and Restated Credit Agreement dated as of September 29, 1994 (as amended and in effect, the "Credit Agreement"), by and among the Makers, Payee, CIBC, Inc., and KCS Energy, Inc., a Delaware corporation and formerly known as KCS Group, Inc. Reference is hereby made to the Credit Agreement for all intents and purposes.

This Note is the "Bank One Credit Note" executed and issued pursuant and subject to, and is entitled to the benefits of, the terms and provisions of the Credit Agreement as therein stated and referenced. Reference is hereby made to the Credit Agreement for a statement of the agreements, rights and obligations of the holder of this Note and the agreements, rights, duties and obligations of the Makers in relation hereto, including, but not limited to, provisions for acceleration of the maturity hereof, interest rate and amount limitations, and voluntary and mandatory prepayments and scheduled payments hereon; but this reference to the Credit

Agreement, or any provision thereof, shall not affect or impair the irrevocable, absolute and unconditional joint and several obligations of the Makers to pay principal of, and interest on, this Note when due. Unless the maturity of this Note shall have sooner occurred, the outstanding principal balance of this Note and all accrued and unpaid interest thereon shall be finally and fully payable on the Credit Maturity Date.

This Note is given in increase, renewal, extension and rearrangement, and not in extinguishment, of the unpaid principal balance of that certain promissory note dated September 29, 1995, in the stated principal amount of $50,000,000 executed jointly and severally by the Makers and payable to the order of Bank One.

The date, amount, Type, interest rate and maturity date of each Advance made by Payee, and each payment made on account of the principal thereof, shall be recorded by Payee on its books and records, and, prior to any transfer of this Note, endorsed by Payee on the schedule attached hereto or any continuation thereof; and all recordations and endorsements made by Payee shall, absent manifest error, be conclusive of all such matters and binding on all Persons. The failure of Payee to make any such recordations or endorsements shall not diminish, reduce or relieve the Makers' joint and several obligations to pay (i) all Advances made by Payee and (ii) all accrued and earned interest on the amounts thereof from time to time outstanding and unpaid, pursuant to this Note.

Upon the occurrence of an Event of Default, this Note may be declared to be, or shall become, forthwith due and immediately payable in the manner, upon the conditions and with the effect, provided for and referred to in the Credit Agreement.

If this Note is placed in the hands of an attorney for collection (whether or not any proceeding is filed in connection therewith), or collected through suit, the Bankruptcy Court or any other judicial proceeding, Makers, jointly and severally, irrevocably and unconditionally agree to pay all costs, expenses and fees incurred by the holder hereof, including reasonable attorneys' fees and expenses, and any assessed court and related costs, in addition to all other amounts owing hereunder.

Makers and all sureties, endorsers, guarantors (including, without limitation, KCS) and other Persons ever liable for the payment of any sums payable on this Note, jointly and severally, waive notice, demand, notice of presentment, presentment, presentment for payment, demand for payment, non-payment, notice of dishonor, dishonor, **notice of intent to accelerate maturity, notice of acceleration of maturity,** notice of intent to demand, protest, notice of protest, grace and all formalities and other notices of any and every kind, and filing of suit or diligence in collecting this Note or enforcing (in whole or part) any security or guaranty now or hereafter for the payment of this Note, and consent and agree to any partial or full substitution, exchange or release of any such security or guaranty or the partial or full release

of any Person primarily or secondarily liable hereon, and consent and agree that it will not be necessary for any holder hereof, in order to enforce payment by it of this Note to first institute suit or exhaust its remedies against any Maker or any other Persons liable herefor, or to enforce it rights against any such security herefor or guarantor or any other Person with respect hereto, and consent to any or all extensions or renewals or postponements or rearrangements of time or payment of this Note or any other indulgence with respect hereto, without notice thereof to, or consent thereto from, any of them.

Each of the Makers and Payee hereby agrees that Chapter 15 of Subtitle 3, Title 79, Revised Civil Statutes of Texas, 1925, as amended, shall not apply to this Note or the loan transaction evidenced by, and referenced in, the Credit Agreement in any manner, including without limitation, to any account or arrangement evidenced or created by, or provided for in, this Note or the Credit Agreement.

This Note is secured by Liens in real and personal property, and the guarantee of payment of KCS pursuant to the Security Documents. Reference is made to the Security Documents for a description of the Collateral and the guarantee, and the rights and remedies of the holder of this Note in respect thereof.

This Note shall be governed and construed in accordance with the laws of the State of Texas and, to the extent controlling, the laws of the United States of America. This Note has been executed, delivered and accepted and is payable at Houston, Harris County, Texas.

THIS NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

KCS RESOURCES, INC.

By: C. R. Devine

C.R. Devine
President

690

KCS PIPELINE SYSTEMS, INC.

By: _____

Harry Lee Stout
President

CIBC CREDIT NOTE

$60,000,000 Houston, Texas November 7, 1995

FOR VALUE RECEIVED, the undersigned, KCS RESOURCES, INC., a Delaware corporation and the surviving corporation of the merger of The Lenape Resources Corporation, a New Jersey corporation ("Lenape") into said KCS Resources, Inc. ("KRI"), and KCS PIPELINE SYSTEMS, INC., a Delaware corporation and the surviving corporation of the merger of Enercorp Gas Transmission Systems, Inc., a Texas corporation ("EGS") into said KCS Pipeline Systems, Inc. ("KCS Pipeline", and together with KRI, collectively, the "Makers" and each individually, a "Maker"), jointly and severally, irrevocably and unconditionally promise to pay to the order of CIBC, Inc., a Delaware corporation ("Payee"), at the Atlanta Office of Payee at Two Paces West, 2727 Paces Ferry Road, Suite 1200, Atlanta, Georgia 30339, (i) the principal amount of SIXTY MILLION AND N0/100 DOLLARS ($60,000,000) (or such lesser amount as shall equal the aggregate unpaid principal amount of all Advances made by Payee pursuant to the Credit Agreement), on the dates and in the principal amounts provided in the Credit Agreement, and (ii) interest on the unpaid principal amount of each such Advance from time to time remaining outstanding and unpaid from the date of each such Advance until it shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

Payments of both principal and interest shall be made in lawful money of the United States of America and in same day or immediately available funds.

All capitalized terms used herein and not otherwise defined herein shall have the same meaning and effect as used and defined in that certain First Amended and Restated Credit Agreement dated as of September 29, 1994 (as amended and in effect, the "Credit Agreement"), by and among the Makers, Payee, Bank One, and KCS Energy, Inc., a Delaware corporation and formerly known as KCS Group, Inc. Reference is hereby made to the Credit Agreement for all intents and purposes.

This Note is the "CIBC Credit Note" executed and issued pursuant and subject to, and is entitled to the benefits of, the terms and provisions of the Credit Agreement as therein stated and referenced. Reference is hereby made to the Credit Agreement for a statement of the agreements, rights and obligations of the holder of this Note and the agreements, rights, duties and obligations of the Makers in relation hereto, including, but not limited to, provisions for acceleration of the maturity hereof, interest rate and amount limitations, and voluntary and mandatory prepayments and scheduled payments hereon; but this reference to the Credit Agreement, or any provision thereof, shall not affect or impair the irrevocable, absolute and

unconditional joint and several obligations of the Makers to pay principal of, and interest on, this Note when due. Unless the maturity of this Note shall have sooner occurred, the outstanding principal balance of this Note and all accrued and unpaid interest thereon shall be finally and fully payable on the Credit Maturity Date.

This Note is given in increase, renewal, extension and rearrangement, and not in extinguishment, of the unpaid principal balance of that certain promissory note dated September 29, 1994, in the stated principal amount of $50,000,000 executed jointly and severally by the Makers and payable to the order of CIBC.

The date, amount, Type, interest rate and maturity date of each Advance made by Payee, and each payment made on account of the principal thereof, shall be recorded by Payee on its books and records, and, prior to any transfer of this Note, endorsed by Payee on the schedule attached hereto or any continuation thereof; and all recordations and endorsements made by Payee shall, absent manifest error, be conclusive of all such matters and binding on all Persons. The failure of Payee to make any such recordations or endorsements shall not diminish, reduce or relieve the Makers' joint and several obligations to pay (i) all Advances made by Payee and (ii) all accrued and earned interest on the amounts thereof from time to time outstanding and unpaid, pursuant to this Note.

Upon the occurrence of an Event of Default, this Note may be declared to be, or shall become, forthwith due and immediately payable in the manner, upon the conditions and with the effect, provided for and referred to in the Credit Agreement.

If this Note is placed in the hands of an attorney for collection (whether or not any proceeding is filed in connection therewith), or collected through suit, the Bankruptcy Court or any other judicial proceeding, Makers, jointly and severally, irrevocably and unconditionally agree to pay all costs, expenses and fees incurred by the holder hereof, including reasonable attorneys' fees and expenses, and any assessed court and related costs, in addition to all other amounts owing hereunder.

Makers and all sureties, endorsers, guarantors (including, without limitation, KCS) and other Persons ever liable for the payment of any sums payable on this Note, jointly and severally, waive notice, demand, notice of presentment, presentment, presentment for payment, demand for payment, non-payment, notice of dishonor, dishonor, **notice of intent to accelerate maturity, notice of acceleration of maturity,** notice of intent to demand, protest, notice of protest, grace and all formalities and other notices of any and every kind, and filing of suit or diligence in collecting this Note or enforcing (in whole or part) any security or guaranty now or hereafter for the payment of this Note, and consent and agree to any partial or full substitution, exchange or release of any such security or guaranty or the partial or full release of any Person primarily or secondarily liable hereon, and consent and agree that it will not be

necessary for any holder hereof, in order to enforce payment by it of this Note to first institute suit or exhaust its remedies against any Maker or any other Persons liable herefor, or to enforce it rights against any such security herefor or guarantor or any other Person with respect hereto, and consent to any or all extensions or renewals or postponements or rearrangements of time or payment of this Note or any other indulgence with respect hereto, without notice thereof to, or consent thereto from, any of them.

Each of the Makers and Payee hereby agrees that Chapter 15 of Subtitle 3, Title 79, Revised Civil Statutes of Texas, 1925, as amended, shall not apply to this Note or the loan transaction evidenced by, and referenced in, the Credit Agreement in any manner, including without limitation, to any account or arrangement evidenced or created by, or provided for in, this Note or the Credit Agreement.

This Note is secured by Liens in real and personal property, and the guarantee of payment of KCS pursuant to the Security Documents. Reference is made to the Security Documents for a description of the Collateral and the guarantee, and the rights and remedies of the holder of this Note in respect thereof.

This Note shall be governed and construed in accordance with the laws of the State of Texas and, to the extent controlling, the laws of the United States of America. This Note has been executed, delivered and accepted and is payable at Houston, Harris County, Texas.

THIS NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

KCS RESOURCES, INC.

By: C. R. Devine

C.R. Devine
President

KCS PIPELINE SYSTEMS, INC.

By: _____

Harry Lee Stout
President

[redacted] [redacted] [redacted]

EXHIBIT C
TO
MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

Interest Rate

Subject to the terms of the First Amendment to Amended and Restated Credit Agreement interest on the loans shall accrue and be payable at a varying rate per annum equal from day to day to the lesser of (a) the Maximum Rate, and (b) the Applicable Rate. Interest on Fixed Rate Advances shall be computed on the basis of a year of 360 days and the actual number of days elapsed (including the first day but excluding the last day) occurring in the period for which payable, unless such calculation would result in a usurious rate or amount of interest under Applicable Law, in which case interest shall be calculated on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed (including the first day but excluding the last day) occurring in the period for which payable. Interest on Base Rate Advances and Bank One and/or CIBC Letters of Credit shall be computed on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed (including the first day but excluding the last day) occurring in the period for which payable.

"Adjusted CD Rate" means, for any CD Advance during any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by Agent to be equal to the sum of (a) the CD Rate for such CD Advance for such Interest Period divided by 1 minus the Reserve Requirement for such CD Advance for such Interest Period plus (b) the Assessment Rate for such Interest Period.

"Adjusted Eurodollar Rate" means, for any Eurodollar Advance during any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by Banks to be equal to the Eurodollar Rate for such Eurodollar Advance for such Interest Period divided by 1 minus the Reserve Requirement for such Eurodollar Advance for such Interest Period.

"Agreed Maximum Rate" means, at any time, a per annum rate of interest equal to 4% plus the Highest Applicable Rate, which Agreed Maximum Rate shall apply only during any period while there is no Maximum Rate applicable to the loan transaction evidenced hereby or to the Credit Note.

"Applicable Rate" means: (i) during the period that an Advance is a Base Rate Advance, the Base Rate plus one-half of one percent (1/2%); (ii) during the period that an Advance is a Eurodollar Advance, the Adjusted Eurodollar Rate plus one and one-half percent (1-1/2%); and (iii) during the period that an Advance is a CD Advance, the Adjusted CD Rate plus one and three-quarters percent (1-3/4%).

"Base Rate" means on any date and with respect to all Base Rate Advances, a fluctuating rate of interest per annum equal to the higher of (i) the Federal Funds Rate as most recently

most recently established by Bank One as its base rate, with the understanding that such base rate may be one of several base rates and serves as a basis upon which effective rates of interest are from time to time calculated for loans by making reference thereto and may not be the lowest of the base rates or other rates of Bank One. Changes in the rate of interest on Base Rate Advances will take effect simultaneously with each change in the Base Rate.

"CD Rate" means, for any CD Advance for any Interest Period therefor, the rate of interest per annum determined by Agent to be the average (in accordance with its customary practices and rounded upwards, if necessary, to the nearest 1/100 of 1%) of the bid rates quoted to Agent at approximately 9:00 a.m. Houston, Texas time (or as soon thereafter as practicable) on the first day of such Interest Period by three (3) or more certificate of deposit dealers of recognized national standing selected by Agent for the purchase at face value of domestic certificates of deposit of Banks having a term comparable to such Interest Period and in an amount comparable to the principal amount of the CD Advance to which such Interest Period relates. Each determination by Agent of the CD Rate shall, in the absence of manifest error, be conclusive and binding.

"Eurodollar Rate" means, for any Eurodollar Advance for any Interest Period therefor, the rate of interest per annum (determined by Agent) to be the average (rounded upwards, if necessary, to the nearest 1/100 of 1%) of the rates quoted by Bank One at approximately 11:00 a.m. London time in its Applicable Lending Office (or as soon thereafter as practicable) two (2) Business Days prior to the first day of such Interest Period for the offering by Bank One to leading banks in the London interbank market of Dollar deposits for delivery on the first day of such Interest Period, in immediately available funds, having a term comparable to such Interest Period and in an amount comparable to the principal amount of the Eurodollar Advance to which such Interest Period relates. Each determination by Agent of the applicable Eurodollar Rate shall, in the absence of manifest error, be conclusive and binding.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%), equal for each day during such period to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York; provided that if such rate is not so published for any day that is a Business Day, the average of the quotations for such transactions received by Bank from three federal funds brokers of recognized standing selected by it.

"Maximum Rate" shall mean the maximum lawful non-usurious rate of interest (if any) which, under Applicable Law, Banks are permitted to charge each Borrower on the transactions evidenced by, and arising in connection with, the Loan Documents from time to time in effect and to which each is a party, including changes in such Maximum Rate attributable to changes under Applicable Law which permit a greater rate of interest to be contracted for, charged, collected, received, taken or reserved as of the effective dates of the respective changes.

RETURN TO:
JACKSON & WALKER
ATTORNEYS AND COUNSELOR
1100 LOUISIANA, SUITE 4200
P. O. BOX 4771
HOUSTON, TEXAS 77210-477
ATTN: MARIE T. HEAR

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS THAT:

WILLIAM Q. HEINTZE, whose address is 309 E. Graisbury Avenue, Audubon, New Jersey 08106-1123, hereinafter referred to as "**Assignor**", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby, without warranty of title either express or implied, assign, sell, convey, transfer and set over unto **William Q. Heintze, Trustee under the WILLIAM Q. HEINTZE TRUST** dated February 13, 1986, as amended, whose address is 309 E. Graisbury Avenue, Audubon, New Jersey 08106-1123, hereinafter referred to as "**Assignee**", all of his overriding royalty interests in all oil, gas and other hydrocarbon substances which may be produced, saved and sold from the lands and leases described on Exhibit A attached hereto.

The provisions of this Assignment shall be binding upon and inure to the benefit of all the heirs, successors, beneficiaries, representatives and assigns of the Assignor and Assignee.

EXECUTED this 11th day of December, 1995, but to be EFFECTIVE the 13th day of February, 1986.

255275

RECORDED Dec. 20, 1995 3:10 PM
IN BOOK 102 Misc PAGE 697
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

William Q. Heintze
William Q. Heintze

STATE OF NEW JERSEY)
) ss.
COUNTY OF CAMDEN)

The foregoing instrument was acknowledged before me by William Q. Heintze this 11th day of December, 1995.

Witness my hand and official seal.

Charlotte F. Skeggs
Notary Public

My Commission Expires:

CHARLOTTE F. SKEGGS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 20, 1997

EXHIBIT A

to that Assignment of Overriding Royalty Interests dated December 11, 1995, from William Q. Heintze to William Q. Heintze, Trustee under the William Q. Heintze Trust dated February 13, 1986, as amended

LEASE NO.	ROYALTY %	LOCATION [All in Lincoln and Sublette Counties, Wyoming]	ACRES
E-09156-B	0.750	T 26 N, R 113 W, 6th P.M. Sec. 8: NE¼, N½SE¼, SE¼SE¼ Sec. 9: NW¼, N½SW¼, SW¼SW¼	560.00
E-021741	1.000	T 26 N, R 113 W, 6th P.M. Sec. 4: Lots 1-12, SE¼, NW¼SW¼	1,433.84
		T 27 N, R 113 W, 6th P.M. Sec. 28: SE¼SW¼, SW¼SE¼ Sec. 29: SE¼NE¼ Sec. 32: W½SE¼, N½NE¼, SW¼NE¼ Sec. 33: NW¼, SE¼, S½NE¼, NW¼NE¼	
E-021743	1.000	T 27 N, R 113 W, 6th P.M. Sec. 33: N½SW¼	80.00
E-025792	0.625	T 26 N, R 113 W, 6th P.M. Sec. 5: Lots 1,2,7,8,9,10, W½SE¼	313.30
WYW-130485	0.750	T 26 N, R 113 W, 6th P.M. Sec. 5: E½SE¼	80.00

ASSIGNMENT AND BILL OF SALE

255295

RECORDED Dec 21, 1995 1:25 PM
IN BOOK 102 PAGE 699
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF WYOMING §
§
COUNTIES OF SUBLETTE §
AND LINCOLN §

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Chandler & Associates, Inc. a Colorado corporation, whose address is 475 17th Street, Suite 1000, Denver, Colorado 80202 (" Assignor "), does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Enron Oil & Gas Company, a Delaware corporation, whose address is 1400 Smith Street, Houston, Texas 77002 (" Assignee "), subject to the terms and provisions set forth herein, all of Assignor's interest in, to and under, or derived from, the oil and gas leases and other interests therein (the "Leases") specifically described or referred to in Exhibit "A" attached hereto and made a part hereof for all purposes; together with identical interests in and to all property and rights incident thereto, including, without limitation, all wells, platforms, materials, equipment, personal property and fixtures located thereon or used in connection therewith and all of Assignor's rights in, to and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto; all of the foregoing properties, rights and interests being hereinafter sometimes called the "Subject Interests".

TO HAVE AND TO HOLD the Subject Interests unto Assignee, its successors and assigns forever, subject to the following:

1. THIS ASSIGNMENT AND BILL OF SALE IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITH WARRANTY OF TITLE BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE. FURTHERMORE, THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE WELLS OR EQUIPMENT OR THEIR FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE PROPERTY AND PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE SUBJECT INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT INTERESTS OR THE ABILITY OF THE SUBJECT INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA,

PROVIDED ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK. 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 ANNOTATED BUSINESS AND COMMERCE CODE (THE "DECEPTIVE TRADE PRACTICES ACT").

2. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

3. By its acceptance of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases.

4. This Assignment and Bill of Sale is subject to the terms and provisions of that certain Exchange Agreement dated as of December 1, 1995 by and between Enron Oil & Gas Company and Chandler & Associates, Inc. covering the Subject Interests.

EXECUTED this 15th day of December, 1995, but effective as of November 1, 1995.

ASSIGNOR

CHANDLER & ASSOCIATES, INC.

By: _____

Mitchell L. Solich

Title: President and COO

ASSIGNEE

ENRON OIL & GAS COMPANY

By: _____

Andrew C. Morris

Title: Agent and Attorney-in-Fact

M:\cdrive\agrmt\2195.doc:lhh

ACKNOWLEDGMENTS

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on December 15, 1995, by Andrew C. Morris, Agent and Attorney-in-Fact of ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires:

2-23-98

Erin Britt Pendery
Notary Public Signature

ERIN Britt-Pendery
Notary Public Typed or Printed Name

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on December 15, 1995, by Mitchell L. Solich, President and COO of Chandler & Associates, Inc. a Colorado corporation, on behalf of said corporation.

My Commission Expires:

2-23-98

Erin Britt-Pendery
Notary Public Signature

ERIN Britt-Pendery
Notary Public Typed or Printed Name

M:\cdrive\agrmt\2195.doc:lhh

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE
DATED DECEMBER 15, 1995, BY AND BETWEEN CHANDLER & ASSOCIATES, INC. ("ASSIGNOR")
AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
WYW-21124	WY-866-174-00-00	4	30N	113W	4	3, 4		79.85			
Sublette County									0 - 3253	0.5343750000	42.67
									3253 - 3350	0.1781250000	
WYW-02736	WY-866-307-00-00	8	31N	113W	32		E/2E/2	480.00			
Sublette County					33		SW4NE4, NW4NW4, S2NW4, SW4		0 - 3253	0.4062500000	195.00
									3253 - 3350	0.0812500000	
		10			33		SE4	160.00			
									0 - 3253	0.3250000000	52.00
WYE-023313-A	WY-947-058-00-00	3	26N	112W	13		SW4	160.00			
Lincoln County									0 - 3975	0.3622209288	57.96
		5			12	3, 4	W2E2	406.60			
					13		NW4		0 - 3975	0.3622209288	147.28
WYE-023313-B	WY-947-059-00-00	1	26N	112W	13	4	W2SE4	122.68			
Lincoln County									0 - 3975	0.3622209288	44.44
		2			13	3	W2NE4	123.07			
									0 - 3975	0.3622209288	44.58
		3			12		W2	320.00			
									0 - 3975	0.3622209288	115.91

204

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DATED DECEMBER 15, 1995, BY AND BETWEEN CHANDLER & ASSOCIATES, INC. ("ASSIGNOR")
AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
STATE WY 02265 Lincoln County	WY-967-189-00-00	2	26N	112W	16		NE4NE4	40.00			
									0 - 3300	0.3562219200	14.25
WYE-022929 Sublette County	WY-944-023-00-00	1	27N	112W	34		NE4NE4	40.00			
									0 - 3989	0.1816929920	7.27
		2			34		NW4NE4, S2NE4	120.00			
									0 - 3989	0.3633859840	43.61
WYE-022929 Sublette County	WY-944-023-00-00	3	27N	112W	35		N2NW4	80.00			
									0 - 4142	0.1816929920	14.54
		4			35		NE4, S2NW4	240.00			
									0 - 4142	0.3633859840	87.21
	WY-969-419-00-00	5	27N	112W	34		SE4	480.00			
					35		S2		0 - 4180	0.1916929920	92.01
WYE - 026056 Lincoln County	WY-946-024-00-00	1	26N	112W	11		SW4SW4	40.00			
									0 - 4150	0.1813407992	7.25
	WY-946-024-00-00	2			14		W2NW4	80.00			
									0 - 3659	0.2720111988	21.76
									3659 - 4150	0.1813407992	
WYE - 026056 Lincoln County	WY-946-024-00-00	3	26N	112W	11		N2SW4	80.00			
									0 - 4150	0.3626815984	29.01
	WY-969-187-00-00	4			11		S2NW4	80.00			
									0 - 4142	0.3562219200	28.50

703

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DATED DECEMBER 15, 1995, BY AND BETWEEN CHANDLER & ASSOCIATES, INC. ("ASSIGNOR")
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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
	WY-946-024-00-00	5			11		SE4, SE4SW4	520.00			
Lincoln County					14		E2		0 - 4150	0.3626815984	188.59
	WY-969-187-00-00	6			11		NE4, NE4NW4	200.00			
									0 - 4142	0.3562219200	71.24
	WY-946-024-00-00	7			14		E2NW4	80.00			
									0 -3659	0.5440224000	43.52
									3659 - 4150	0.3626815984	
	WY-946-024-00-00	8			14		SW4	160.00			
									0 - 3659	0.7253631968	116.06
									3659 - 4150	0.3626815984	
WYE - 022930-A	WY-945-025-00-00	10	26N	112W	10		S2NE4, SE4NW4	120.00			
Lincoln County									0 - 3989	0.3851815984	46.22
		12			10		N2N2 SW4NW4	200.00			
									0 - 3989	0.3851815984	77.04
		14			10		SW4, N2SE4	240.00			
									0 - 3880	0.3851815984	92.44
		16			10		S2SE4	80.00			
									0 - 3880	0.1925907992	15.41
		18			15		N2NW4 SE4NW4	120.00			
									0 - 3710	0.5777723976	69.33
									3710 - 3880	0.3851815984	

704

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AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
		21			15		SW4, SW4NW4	200.00			
									0 - 3710	0.5777723976	115.55
									3710 - 3880	0.3851815984	
		24			15		N2NE4	80.00			
									3322 - 3659	0.2888861988	23.11
									3659 - 3880	0.1925907992	
		27			15		S2NE4	80.00			
									0 - 3659	0.3851815984	30.81
									3659 - 3880	0.1925907992	
WYE - 022930 - A Lincoln County	WY-945-025-00-00	31	26N	112W	15		SE4	160.00			
									0 - 3659	0.7703631968	123.26
									3659 - 3880	0.3851815984	
WYE-022932 Lincoln County	WY-969-186-00-00	1	26N	112W	2	1,2,3,4	NE4SE4, S2NW4, S2SE4, SE4NE4, SW4,	592.60			
					11		NW4NW4		0 - 4142	0.2050000000	121.48
		2			3	1,2,3,4	S2, S2N2	630.80			
									0 - 3989	0.2050000000	129.31
		3			9		SW4	160.00			
									0 - 3271	0.2050000000	32.80

12/15/95 09:25 AM

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AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
		4			2		SW4NE4	40.00			
									0 - 4028	0.2050000000	8.20
									4032-4142	0.2050000000	
WYE - 025548 Sublette County	WY-944-022-00-00	7	27N	112W	27		E2SE4	80.00			
									0 - 3760	0.1816929920	14.54
		9			26		NW4, SE4	320.00			
									0 - 3760	0.3633859840	116.28
		13			26		NE4	160.00			
									0 - 3760	0.3633859840	58.14
		20			26		N2SW4, SE4SW4	120.00			
									0 - 3760	0.1816929920	21.80
		24			27		NE4, W2SE4	240.00			
									0 - 3760	0.3633859840	87.21
WYW - 0127851 Sublette County	WY-867-309-00-00	2	30N	113W	13		SE4	160.00			
									0 - 3260	0.3250150050	52.00
									3260 - 3335	0.3562650050	5.00
									3335 - 3480	0.3250150050	
									3480 - 3512	0.3562650050	

704

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3512 - 3620	0.3250150050	
WYW - 02274 Sublette County	WY-867-283-00-00	2	30N	113W	24		SW4NE4	40.00			
									0 - 3260	0.6500000000	26.00
									3260 - 3335	0.7125000000	2.50
									3335 - 3480	0.6500000000	
									3480 - 3512	0.7125000000	
									3512 - 3620	0.6500000000	
WYW - 02274 Sublette County	WY-867-283-00-00	3	30N	113W	24		E2NE4, E2NW4, NE4SW4, NW4NE4, SE4	400.00			
									0 - 3260	0.3250000000	130.00
									3260 - 3335	0.3562500000	12.50
									3335 - 3480	0.3250000000	

707

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3480 -3512	0.3562500000	
									3512 - 3620	0.3250000000	
WYW - 27644 Sublette County	WY-8671-283-00-0	1	30N	113W	11		NE4	160.00	0 - 4000	0.0975000000	15.60
									4000 - 4050	0.3250000000	36.40
	WY-8671-283-00-0	1			11		SE4	160.00	0-3857	0.0750000000	12.00
	WY-867-283-01-00	1			24		NW4SW4	40.00	0 -3260	0.3250000000	13.00
									3260 - 3335	0.3562500000	1.25
									3335 - 3480	0.3250000000	
									3480 -3512	0.3562500000	
									3512 - 3620	0.3250000000	

708

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
					24		S2SW, W2NW4	160.00			
									0-3260	0.3250000000	52.00
									3260-3335	0.3562500000	5.00
									3335-3480	0.3250000000	
									3480-3512	0.3562500000	
									3512-3620	0.3250000000	
WYE - 024526 - G Sublette County	WY-867-311-00-00	1	30N	112W	30		NE4NW4	40.00			
									0 - 3260	0.3250000000	13.00
									3260 - 3335	0.3562500000	1.25
									3335 - 3480	0.3250000000	
									3480 -3512	0.3562500000	

709

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3512 - 3893	0.3250000000	
WYW - 05504 Sublette County	WY-931-099-00-00	2	30N	113W	14		NE4SE4	40.00			
									0 - 3260	0.3025000000	12.10
									3260 - 3335	0.3337500000	1.25
									3335 - 3480	0.3025000000	
									3480 - 3512	0.3337500000	
									3512 - 4082	0.3025000000	
WYE - 024538 -A Sublette County	WY-867-310-00-00	1	30N	113W	13		SW4	160.00			
									0 - 3260	0.3250000000	52.00
									3260 - 3335	0.3562500000	5.00
									3335 - 3480	0.3250000000	
									3480 -3512	0.3562500000	

014

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3512 - 3620	0.3250000000	
WYE - 024528 Sublette County	WY-852-315-00-00	4	28N	112W	28 29		W2 E2NE	400.00	0 - 3907	0.3302100000	132.08
		6			28		SE4	160.00	0 - 3700	0.2476575000	39.63
[redacted]VYE - 024469 Sublette County	WY-7003-264-00-0	3	28N	112W	20		SE4, W2NE4	240.00	0 - 3565	0.1792696800	43.02
WILLIAM J. MCGINNIS Bk. 36, Pg. 119	WY-7003-353-00-0 Sublette County	5	28N	112W	17		NE4SW4, W2SW4	120.00	0 - 3565	0.1[illegible]92696800	21.51
WYE - 026175 Sublette County	WY-937-185-00-00	2	28N	112W	4	1,2,3,6,7,8 9,10,11	E2SW4, SE4, SW4SW4	622.82	0 - 4114	0.3632624800	226.25
WYW - 53497 Sublette County	WY-937-050-00-00 WY-937-185-00-00	3	28N	112W	9		N2	320.00	0 - 4114	0.3632624800	116.24
[redacted]YW - 92219 [redacted]ublette County	WY-937-185-00-00	1	28N	112W	4		N2NW4SW4,	20.00	0 - 4114	0.3632624800	7.27
		4			4		S2NW4SW4	20.00	0 - 4114	0.3632624800	7.27

12/13/95 09:25 AM

711

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AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
WYE -024470 Sublette County	WY-869-314-00-00	4	29N	112W	28 29		NW4 NE4	320.00	0 - 3782	0.3250000000	104.00
WYW - 92217 Sublette County	WY-7003-036-00-0	7	28N	112W	17 20		SE4SW4 E2SW4, NW4	280.00	0 - 3565	0.1792696800	50.20
WYE - 022931 Lincoln County	WY-966-188-00-00	5	26N	112W	8	7, 11		74.17	0 - 3271	0.0890554800	6.61
WYE - 022931 - A Lincoln County	WY-966-295-00-00	6	26N	112W	8		E2SE4	80.00	0 - 3271	0.3562219200	28.50
WYW - 05991 Sublette County	WY-866-306-00-00	3	30N	113W	4	1, 2		79.79	0 - 3253	0.5343750000	42.64
									3253 - 3350	0.1781250000	
WYW - 0136175 Sublette County	WY-931-425-00-00	3	30N	113W	27		E2NE4	80.00	0 - 3550	0.2050000000	16.40
WYW - 0136177 Sublette County	WY-931-423-00-00	2	30N	113W	22		SE4	160.00	0 - 3550	0.2050000000	32.80
WYW - 27645 Sublette County	WY-931-390-00-00	8	30N	113W	14		S2SW4, SW4SE4,	120.00	0 - 4082	0.4100000000	49.20
									4082-BSMNT	0.1332500000	

712

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
	WY-930-498-00-00	3			10		NW4NW4	40.00	ALL DEPTHS	0.1325000000	5.30
	WY-931-390-00-00	12			14		N2SW4, NW4SE4	120.00	0 - 4082	0.2014665000	24.18
									4082-BSMNT	0.1332500000	
WYW - 27645 Sublette County	WY-931-390-00-00	14	30N	113W	14		SE4SE4	40.00	0 - 4082	0.2050000000	8.20
WYW - 27645 RECORD TITLE	WY-931-422-00-00 Sublette County		30N	113W	14		SW4, W2SE4	240.00	ALL DEPTHS	0.2063750000	
	WY-931-422-00-00	16			22		NE4	160.00	0 - 3500	0.2050000000	32.80
WYW - 27643 Sublette County	WY-8681-311-00	2	30N	112W	30		E2SW4, SE4NW4	120.00	0-3650	0.4953150000	59.44
									3650-3893	0.3302100000	
WYW - 16770 Sublette County	WY-868-284-00-00 WY-8681-284-00-00	9	30N	112W	31	3, 4	E2SW4, N2SE/4, SW4SE4	227.73	0 - 3800	0.1625000000	37.01
									3800 - 3893	0.3250000000	37.01

713

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
		12			31		SE4SE4	40.00			
									3800 - 3893	0.3250000000	13.00
		15			30		SW4NE4	40.00			
									0 - 3650	0.6604166250	26.42
									3650 - 3893	0.3302083125	
		18			30	1,2,3,4	SE4	217.16			
									0 - 3650	0.4953124688	107.56
									3650 - 3893	0.3302083125	
		20			31	1	NE4NW4, N2NE4	134.03			
									0 - 3893	0.3302083125	44.26
		20			31	2	SE4NW4, S2NE4	133.96			
									0 - 3893	0.3250000000	43.54
WYE - 024526 Sublette County	WY-868-152-00-00	2	30N	112W	30		NW4NW4NE4, S2NW4NE4	30.00			
									0 - 3260	0.3250000000	9.75
									3260 - 3335	0.3562500000	0.94

714

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3335 - 3480	0.3250000000	
									3480 - 3512	0.3562500000	
									3512 - 3893	0.3250000000	
WYW - 055073 Sublette County	WY-8681-214-00-0	3	30N	112W	32		W2NW4	80.00	0 - 3893	0.3302083330	26.42
WYW - 36567 Sublette County	WY-869-718-00-00	1	29N	112W	17		N2NE4, SW4NE4	120.00	0-3590	0.3250000000	39.00
									3590 - 3635	0.3562500000	
									3635-4335	0.3250000000	
		6			17		NW4SE4	40.00	0-3590	0.3250000000	13.00
									3590 - 3635	0.3562500000	
WYW - 27642 Sublette County	WY-8681-152-00-0	2	30N	112W	30		SE4NE4	40.00	3635-4026	0.3250000000	
									0 - 3650	0.4953125000	19.81

715

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3650 - 3893	0.3302083330	
STATE WY 0-20914 Sublette County	WY-0869-179-00-0	1	29N	112W	16		W2SW, SE4SW4	120.00			
									0 - 3590 and 3635-4600	0.3166800000	38.00
									3590 - 3635	0.3791800000	7.50
					16		SW4NW4	40.00			
									0 - 3590 and 3635-4600	0.6500000000	26.00
									3590 - 3635	0.7125000000	2.50
		2			16		SE4	160.00			
									0-4600	0.4125150000	66.00
		3			16		SW4NE4	40.00			
									0-4600	0.4333360000	17.33
		9			16		N2NE4, SE4NE4	120.00			
									0-4600	0.4333360000	52.00
					16		E2NW4, NW4NW4, NE4SW4	160.00			
									0-4500	0.6500000000	104.00
WYW-036663-A Sublette County	WY-0869-236-00-0	2	29N	112W	17		SE4SE4	40.00			
									0 - 3590	0.3250000000	13.00

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LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									3590 - 3635	0.3562500000	1.25
									3635 - 4335	0.3250000000	
WYW - 036663 Sublette County	WY-869-091-00-00	3	29N	112W	17		SE4NE4	40.00			
									0 - 3590	0.3250000000	13.00
									3590 - 3635	0.3562500000	1.25
									3635 - 4335	0.3250000000	
		6			17		NE4SE4	40.00			
									0 - 3590	0.3250150500	13.00
									3590 - 3635	0.3562650500	1.25
									3635 - 4062	0.3250150500	
VYW - 53499 Sublette County	WY-965-183-00-00	2	29N	112W	22		S2NE4, SW4NW4	120.00			
									0 - 4704	0.3562219200	42.75

12/15/9 (A

717

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DATED DECEMBER 15, 1995, BY AND BETWEEN CHANDLER & ASSOCIATES, INC. ("ASSIGNOR")
AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
WYW - 48517 Sublette County	WY-869-616-00-00	1	29N	112W	17		E2SW4, SE4NW4, SW4SE4	160.00	0 - 3590	0.3894337000	62.31
									3590 - 3635	0.4178393000	4.54
									3635 - BSMNT	0.3894337000	
WYW - 48517 RECORD TITLE	WY-869-616-00-00 Sublette County	1	29N	112W	17		E2SW4, SE4NW4, SW4SE4	160.00	ALL DEPTHS	0.4544893000	
STATE WY 022646 Lincoln County	WY-956-177-00-00	3	26N	113W	1		SE4NW4	40.00	0 - 2513	0.4100000000	16.40
WYW - 039913 Sublette County	WY-852-287-00-00	1 5	28N	112W	33		E2SE4, NW4NE4, SW4SE4	160.00	0 - 3700	0.2476575000	39.63
									3700 - 3907	0.3302100000	13.21
		6			33		NE4NE4	40.00	0 - 3700	0.2889337500	11.56
		8			33		S2NE4	80.00	0 - 3700	0.1651050000	13.21
		10			33		E2NW4	80.00			

718

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE
DATED DECEMBER 15, 1995, BY AND BETWEEN CHANDLER & ASSOCIATES, INC. ("ASSIGNOR")
AND ENRON OIL & GAS COMPANY ("ASSIGNEE")

LEASE	C&A LEASE NUMBER	ENRON'S TRACT#	TWN	RNG	SEC	LOT#	QTR QTR	GROSS ACRES	C&A DEPTH LIMITATIONS	C&A INTEREST	C&A NET ACRES
									0 -3907	0.1651050000	13.21
		10			33		NW4SE4, W2NW4	120.00	ALL DEPTHS	0.0325000000 ORR INTEREST	
ANDERSON L. MCGINNIS Bk. 16, Pg. 336	WY-852-317-00-00 Sublette County	2	27N	112W	4	1	S2NE4	119.69			
					3	M/B IN 3	NW4SW4, S2NW4	181.81			
									0 -3700	0.3302100000	60.04

TRACT 3 - EXPANDED DESCRIPTION
PARTS OF LOT 3 & 4 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 3, 325' SOUTH OF THE NE CORNER OF SAID LOT 3 UNDER WHAT IS KNOWN AS THE OLD PARTATION FENCE, THENCE ALONG SAID FENCE 89 DEGREES WEST OF THE WEST BOUNDARY OF SAID LOT 4, THENCE SOUTH TO THE SW CORNER OF SAID LOT 4, THENCE EAST TO THE SE CORNER OF SAID LOT 3, THENCE NORTH TO THE PLACE OF BEGINNING.

ANDERSON L. MCGINNIS Bk. 16, Pg. 336	WY-852-421-00-00 Sublette County	2	27N	112W	3	M/B IN 5		36.79			
									0 - 3700	0.4869000000	17.91

TRACT 5 - EXPANDED DESCRIPTION
THAT PART OF LOT 5 DESCIRBED AS FOLLOWS: COMMENCING AT A POINT 1635' SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION AND RUNNING THENCE EAST ALONG THE MCGINNIS NICKELSON PARTITION FENCE TO THE GREEN RIVER, THENCE IN A SOUTHEASTERLY DIRECTION ALONG GREEN RIVER TO THE EAST AND WEST QUARTER SECTION LINE IN SAID SECTION 3, THENCE WESTERLY ALONG SAID EAST AND WEST QUARTER SECTION LINE TO THE CENTER OF SAID SECTION 3, THENCE NORTH TO THE PLACE OF BEGINNING.

TOTALS C&A 5217.53

614

720

Form 3000-3
(October 1992)

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

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-134428

Lease Effective Date
(Anniversary Date)
11-1-94

New Serial No.

49-035-01176?-000 **Type or print plainly in ink and sign in ink.**

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Vastar Resources, Inc.
15375 Memorial Drive
Houston, TX 77079

*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 106 West, 6th P.M. Section 18: NE/4NE/4 Containing 40.00 acres, more or less Sublette County, Wyoming	66.67%	33.33%	33.34%	None	None

255378

RECORDED Dec. 28, 1995 10:35AM
IN BOOK 102 MG PAGE 720
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

FOR ASSIGNEE

DEC 26 PM 6-93166

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 MAR 1 1995

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

By /s/ PAMELA J. LEWIS (Authorized Officer)

Chief, Leasable Minerals Section (Title)

NOV 30 1995 (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 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.

PAPERWO[redacted]CTION ACT STATE[redacted]NT

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 at 43 CFR Groups 3100 and 3200.

STATE OF TEXAS }
}
COUNTY OF HARRIS }

I, the undersigned, a Notary Public in and for the above mentioned county and state, do hereby certify that on the 16 day of January, 1995, personally appeared before me, J. A. Sansbury, Attorney-in-Fact, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same of 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.

NOTARY PUBLIC STATE OF TEXAS
BIRDENA D. THIBODEAUX
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 19, 1998

Birdena D. Thibodeaux
Birdena D. Thibodeaux
Notary Public in and for the
State of Texas
County of Harris

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 16th day of November, 19 94

Name of Assignor as shown on current lease Texaco Exploration and Production Inc.
Please type or print

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

PO Box 2100
(Assignor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Executed this 16 day of Jan, 19 95

VASTAR RESOURCES, INC.

Assignee or Attorney-in-fact _____ (Signature)
J.A. SANSBURY

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That R. K. O'CONNELL

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor and their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between FRANCES M. JOHNSON, A SINGLE WOMAN

as lessee ___, dated the 10th day of February 19 91, insofar as same covers the following described land, to-wit:

TOWNSHIP 30 NORTH, RANGE 114 WEST
SEC. 3: NESE
14: SWNE, NWNW, S2NW, SW, W2SE
15: NENE, SE
22: NENE

255381

RECORDED Dec. 28, 1995 1:00 PM
IN BOOK 1086 OF 6 PAGE 722
FEES 16.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

It is the intent of R. K. O'Connell to release 100% of his 75% interest in the acreage described above.

Section -----, Township 30 N, Range 114 W, and containing 680.00 acres, situated in the County of SUBLETTE and State of WYOMING, said lease bei recorded in the office of the Recorder of Deeds in and for said county, in Book 87 O&G Page 281

Executed this 27th day of DECEMBER, 19 95.

P.O. Box 2003
Casper, WY 82602-2003

R. K. O'Connell

STATE OF Wyoming
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of December, 19 95, personally appeared R. K. O'Connell

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 7/3/98 CINDY L. KING Notary Public
County of
My Commission expires July 3 1998
Cindy L. King
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

Commission expires

Notary Public.

KINTZEL'S -- CASPER

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That R. K. O'CONNELL

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor and their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between ROBERT V. THOMPSON AND BETTE M. THOMPSON, H/W

as lessees, dated the 10th day of February 19 91, insofar as same covers the following described land, to-wit:

TOWNSHIP 30 NORTH, RANGE 114 WEST
SEC. 3: NESE
14: SWNE, NWNW, S2NW, SW, W2SE
15: NENE, SE
22: NENE

255382

RECORDED Dec. 28 1995 1:00 PM
IN BOOK 102 M+G PAGE 723
FEES 16.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

It is the intent of R. K. O'Connell to release 100% of his 75% interest in the acreage described above.

Section ---, Township 30 N, Range 114 W, and containing 680.00 acres, situated in the County of SUBLETTE and State of WYOMING, said lease bei recorded in the office of the Recorder of Deeds in and for said county, in Book 87 O&G Page 283

Executed this 27th day of December, 19 95.

P.O. Box 2003
Casper, WY 82602-2003

R. K. O'Connell

STATE OF Wyoming
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of December, 19 95, personally appeared R. K. O'Connell

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 7/3/98 CINDY L. KING - Notary Public

Cindy L King
Notary Public.

County of Natrona State of Wyoming
My Commission Expires July 3, 1998

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

Commission expires

Notary Public.

KINTZEL'S -- CASPER

724

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W67808
Effective Date: June 1, 1979

Assignment of Overriding
Royalty Under U.S. Oil and Gas Lease

The undersigned, Houston G. Williams, as the owner of an overriding royalty under U.S. Oil and Gas Lease W-67808 comprising 6-3/4% 100% (.0675 decimal interest) which lease covers the following described lands:

Township 27 North, Range 111 West, 6th P.M.
Section 6: N1/2NE1/4
Section 7: SE1/4
Section 18: E1/2E1/2
Section 19: E1/2E1/2

containing 560 acres;

does hereby sell, assign, set over and convey the said overriding royalty in its entirety to:

Martha G. Williams
924 Bonnie Brae
Casper, Wyoming 82601,

wife of Grantor.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This Assignment is subject to the following described communitization agreements:

1. Communitization Agreement dated January 1, 1990, covering the Frontier and Bear River formations in the:

NE1/4 of Section 6, T.27N., R. 111W., 6th P.M.
Sublette County, Wyoming, containing 160 acres,
more or less;

approved by Mineral Management Service, effective February 1, 1982, designated Communitization Agreement NCR440.

2. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

255388
255383

Assignment of Overriding Royalty
Under U.S. Oil and Gas Lease
Page 1

RECORDED Dec. 28 1995 2:20 PM
IN BOOK 102 OR6 PAGE 324
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NE1/4 of Section 18, T.27N, R.111W., 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by Bureau of Land Management, Division of Mineral Resources, effective March 1, 1984, Contract No. WYO 49P56-87C861.

3. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

SE1/4 of Section 18, T.27N, R.111W., 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by the Bureau of Land Management, Division of Mineral Resources, effective March 1984, Contract No. WYO 49P56-87C860.

4. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

NE1/4 of Section 19, T.27N., R.111W., 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by Bureau of Land Management, Division of Minerals Resources, effective March 1, 1984, Contract No. WYO 49P56-87C862.

Dated and effective December 1, 1995.

Houston G. Williams

Houston G. Williams

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing Assignment of Overriding Royalty was signed and acknowledged before me by Houston G. Williams on this 19th day of December, 1995.

Witness my hand and official seal.

Barbara Walker

Notary Public

My Commission Expires:

BARBARA WALKER NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES May 15, 1999

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE, dated this 28th day of December, 19 95, effective, however, as of the Effective Date as hereinafter described, is made by and between F & H Investments (3-1/4%), herein called "Assignor" and Jess Meier (1% or 0.3076923) and Nerd Enterprises (2-1/4% or 0.6923077), herein called "Assignee".

WITNESSETH:

Assignor, for good and valuable consideration to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, assign, transfer, set over and deliver unto Assignee, effective as of November 1, 1995, local time (herein called the "Effective Date") the following assets, properties and rights:

A. All of the Assignor's right, title and interest in and to the lands described in Exhibit "A", attached hereto and by reference made a part hereof, being interests in oil and gas leases, leasehold and working interests, subject to any and all existing royalties, overriding royalties, payments out of production, unit agreements, operating agreements, contracts for the sale of production, or any other instrument of writing pertaining thereto, including, specifically, without limiting, any and all reservations, exceptions, or other matters reflected in the chain of title to the lands described on Exhibit "A" and which affect the Assignor's interests therein, whether or not specifically described or identified in the attached Exhibit "A" hereinafter called the "Subject Properties".

B. All right, title and interest of Assignor in and to all easements, rights-of-way, surface leases, licenses, permits and servitudes of every character whatsoever, wherever situated, that are used or held for use in connection with the production, treating, handling, gathering and transportation of oil, gas and other minerals on or from the Subject Properties or properties pooled or unitized therewith.

C. All right, title and interest of Assignor in, to and under all operating agreements, pooling and unitization agreements, declarations and orders, oil, gas and/or other hydrocarbons sales and processing agreements, gas sales contracts and all other contracts, agreements and instruments of every kind of character affecting the Subject Properties and the development and operation of the Subject Properties for the production, treating, handling, gathering, transportation and marketing of oil, gas and other minerals on or from the Subject Properties or properties pooled or unitized therewith.

255405

RECORDED Jan. 2 1996 11:00 AM
IN BOOK 109 OR 6 PAGE 726
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

D. All right, title and interest of Assignor in and to all oil wells, gas wells, water wells, injection wells, disposal wells, derricks, pumps, casing, rods, tubing, wellhead equipment, separators, treaters, heaters, tanks, tank batteries, pipelines, gathering and distribution lines, flow lines, boilers, valves, fittings and all other facilities and equipment used in connection with and located upon the Subject Properties, whether or not herein specifically described, for the production, gathering, storing, handling and transportation of oil, gas, other hydrocarbons and other minerals on or from the Subject Properties or properties pooled or unitized therewith.

All of the forgoing properties and assets described or referred to under the headings A., B., C. and D., above herein being collectively referred to as the "Conveyed Properties".

TO HAVE AND TO HOLD the Conveyed Properties, together with all and singular rights, hereditaments, appurtenances thereto and anywise belonging unto Assignee, its successors and assigns, forever, and for the same consideration, Assignor and Assignee do hereby covenant and agree as follows:

1. Assignee hereby assumes all obligations and liabilities of Assignor attributable to the Conveyed Properties that accrue after the Effective Date, and agrees to indemnify and hold Assignor harmless with respect to such obligations and liabilities. Specifically and without limiting the generality of the foregoing, Assignee agrees to indemnify and hold Assignor harmless with respect to such obligations and liabilities. Specifically and without limiting the generality of the foregoing, Assignee agrees to indemnify and save Assignor harmless of and from any and all claims, demands, losses, costs, risks and expenses (including reasonable attorney's fees) incident to or in any way arising from or occasioned by exploration, drilling, producing, injection and disposal operations for oil, gas and water or other substances upon, in and to the Conveyed Properties, including without limitation, the abandonment and plugging of any wells, repair and reclamation of surface sites, and removal or failure to remove any foundation, structures and equipment therefrom.

2. Notwithstanding anything to the contrary herein, it is the express understanding and agreement of the parties herein that this Assignment, Conveyance and Bill of Sale is made without warranty of title, express or implied, but 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 with respect to the Conveyed Properties or any part thereof.

3. AS TO ANY AND ALL PERSONAL PROPERTY, IF ANY, TRANSFERRED AS A PART OF THE CONVEYED PROPERTIES ASSIGNEE AGREES THAT IT SHALL ACCEPT THE TRANSFER THEREOF WITHOUT: (I) ANY IMPLIED OR EXPRESS WARRANTY OR MERCHANTABILITY, AND (II) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR USE FOR A PARTICULAR PURPOSE AND (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS AND (IV) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

4. Assignor and Assignee hereby agree that all ad valorem, production and severance taxes (including federal windfall profit taxes) levied or assessed in the calendar year 1995, whether measured or valued by the previous calendar year's production or otherwise, and all other taxes payable in the calendar year 1996 applicable to the Conveyed Properties shall be apportioned between Assignor and Assignee as of the Effective Date, to wit: January, 1995, through October, 1995, to Assignor and November, 1995, through December, 1995, to Assignee.

5. Assignor hereby further agrees to execute separate assignments of the federal and/or state oil and gas leases described in the attached Exhibit "A" on forms approved by the Bureau of Land Management and/or the State. Any such individual assignments shall be deemed to be a conveyance of the same interest herein assigned, and not a conveyance of an additional interest in the Conveyed Properties.

6. Assignee further covenants and agrees that it shall immediately cause a full and complete substitution of bonds currently posted by Assignor (or new bonds, cash equivalents or letters of credit) for all bonds, if any, currently posted or given by Assignor in respect of the Conveyed Properties required and held by any state, local or federal authority having jurisdiction, including, without limitation, lessee's bonds, unit bonds, operator's bonds, reclamation bonds, drilling bonds and all other similar bond, cash or cash equivalent requirements.

7. The terms and provisions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns and shall run with the Conveyed Properties.

8. This document may by signed in counterpart by the respective parties.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment, Conveyance and Bill of Sale to be executed on the day, month and year first above mentioned effective as of the Effective Date.

ASSIGNOR: F & H Investments

By: Fred Hartnett
Fred Hartnett
Title: Trustee

ASSIGNEE: Jess Meier

By: Jesse J. Meier
Title:

ASSIGNEE: Nerd Enterprises

By: Mick McMurry
Mick McMurry
Title: President

STATE OF WYOMING)
)SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by FRED HARTNETT of F & H INVESTMENTS, this 28 day of DECEMBER, 1995.

Witness my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

STATE OF WYOMING)
)SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Jess Meier _____ of _____, this 28th day of December, 19 95.

Witness my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

My Commission Expires:

James W. Curry
Notary Public

STATE OF WYOMING)
)SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Mick McMurry, President of Nerd Enterprises _____, this 28th day of December, 19 95.

Witness my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

My Commission Expires:

James W. Curry
Notary Public

LEASE SCHEDULE

EXHIBIT "A"

Jonah Field

State of Wyoming
County of Sublette

LEASE DATE	LESSOR(S)	LESSEE(S)	LEASE NUMBER	LEASE COVERS GROSS ACRES	LEGAL DESCRIPTION
01/01/92	United States of America	McMurry Oil Company	WYW 125943	1839.37	Township 28 North, Range 108 West Sec. 5, 6, and 7 only

781

LCM MIO 89
Mid-Continent Association Form

Bil 732
Billings, Montana

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

This instrument was filed for record on the

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

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

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

.....

Register of Deeds.

When recorded
Return to .....

.....

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ...LCM, Ltd.
P.O. Box 596
.....Denver, Colorado 80201-0596.....

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

..Donald B.. Anderson Ltd.,. a General Partnership, .1200. 17th Street,. Suite .1150, .Denver,. Colorado, 80202.....

(hereinafter called Assignee), ...**ALL RIGHT, TITLE AND INTEREST (100%)**..... in and to the oil and gas lease dated....November 23,....., 1993, from ...Frank Schneider, dealing in his sole and separate property.....

....., Lessor,

to.....LCM, Ltd,....., Lessee,

recorded in book....., page ....., insofar as said lease covers the following described land in

.....Sublette.....County, State of.....Wyoming.....

Township 29 North, Range 114 West, 6th P.M.
Section 3: N½SE¼

255413

RECORDED Jan. 2 1995 3:15 PM
IN BOOK 102 M&G PAGE 732
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

and containing .....80.00..... acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

This assignment releases Assignor of all covenants and conditions contained in the oil and gas lease(s) hereto 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 lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This .....31st..... day of .....December..... 19.93.

..LCM, Ltd.....(Seal)
By:.....(Seal)
Lester C. McCormick, Partner
.....(Seal)

STATE OF ..COLORADO.....
COUNTY OF .....DENVER..... } 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 .....December....., 19.93., personally appeared ..Lester C. McCormick, Partner of LCM, Ltd.....

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, October 12, 1994

Cynthia A. Jarrell
Notary Public.

Cynthia A. Jarrell
410 17th Street, Suite 1910
Denver, Colorado 80202

K0034366

ASSIGNMENT AND BILL OF SALE

255529

RECORDED Jan. 11, 1996 10:30AM
IN BOOK 103 Orig PAGE 733
FEES 18.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Sexton

STATE OF WYOMING

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, Mark J. Mourne individually and dba T.Y.L. Corp., whose address is 1500 Fourmile Lane, Canon City, Colorado 81212 and Willis Enterprises Corp., a Texas corporation, whose address is 13101 Preston Rd., Suite 110, Dallas, Texas 75240 (hereinafter collectively referred to as "Assignor"), do hereby BARGAIN, SELL, TRANSFER, ASSIGN, AND CONVEY to Enron Oil & Gas Company, a Delaware corporation, whose address is 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 lease and other interests therein described or referred to in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Lease") , together with all of Assignor's right, title, and interest in and to all of the property and rights incident thereto, including, without limitation, all materials, equipment, personal property, wells (including, without limitation, the well referred to in Exhibit "A" hereto), 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 right, title and interest in the Green River Bend Unit Area located in portions of Lincoln and Sublette Counties, Wyoming; all of Assignor's right, title, and interest in, to, and under all agreements, unitization agreements, pooling agreements, communitization agreements, operating agreements, leases, permits, rights-of-way, easements, licenses, farmouts, options, and orders in any way relating thereto; and all of Assignor's right, title, and interest in, to, and under or derived from the Lease 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 right, title, and interest in and to the oil, gas, and other hydrocarbons stored upon the Lease (or stored elsewhere) and 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, books, records, correspondence, 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 7, 1995, by and between Mark J. Mourne individually and dba T.Y.L. Corp., as Seller, and Assignee, as Buyer, (hereinafter referred to as the "Agreement") and is and shall be effective as of April 1, 1995, at 7:00 a.m. Central Standard Time (referred to herein as the "Effective Time").

This Assignment and Bill of Sale covers all of the right, title, and interest of Assignor in and to the Interests, the Production, and the Records, but is made subject to the following "Permitted Encumbrances," which term as used herein means:

(a) The following burdens, if, and only if, the net cumulative effect of such burdens does not operate to (i) reduce Assignor's net revenue interest to less than the "Net Revenue Interest" set forth in Exhibit "A" hereto, or (ii) increase Assignor's cost-bearing interest to more than the "Cost-bearing Interest" set forth in Exhibit "A" (unless there is a corresponding proportionate increase in the "Net Revenue Interest" attributable thereto):

(i) The terms and provisions of the Lease together with that portion of all overriding royalties, reversionary interests, or other interests, if any, which burden the Interests and/or the Production and which are of record as of the Effective Time;

(ii) The terms and provisions of each of the agreements comprising the Outstanding Contracts referred to in the Agreement, it being understood between Assignor and Assignee that, except for the Outstanding Contracts, there are no other agreements affecting the Interests or the Production; and

(iii) Unitization and pooling, designations, declarations, orders, and/or agreements pertaining thereto affecting the Interests or the Production, if any.

[redacted] [redacted] [redacted]

(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 Assignor.

(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; provided that such rights do not have a materially adverse effect on the ownership, operation, use, value, or sale of the Interests or the Production.

(d) All easements, rights-of-way, permits, surface leases, and other rights with respect to surface operations, pipelines, grazing, 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 the Lease; provided that such rights do not have a materially adverse effect on the ownership, use, operation, value, or sale of the Interests or the Production.

(e) Materialmen's liens, mechanic's liens, and other similar statutory liens, if any, arising in the ordinary course of business with respect to obligations affecting the Interests or the Production (i) which are not yet due or pursuant to which Assignor 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) Contractual liens of operator under the terms and provisions of the operating agreement listed in Exhibit "B" to the Agreement arising in the ordinary course of business with respect to obligations affecting the Interests or the Production which are not yet due or pursuant to which Assignor is ot yet in default and which are not such as would or will materially interfere with the ownership, operation, use, value, or sale of the Interests or the Production.

(g) 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 authorities; provided that such rights do not have a materially adverse effect on the ownership, use, operation, value, or sale of the Interests or the Production.

(h) 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 hereinafter defined) and except for the warranties and representations which survive the closing of the transaction contemplated by the Agreement which are enumerated in the Agreement, this Assignment and Bill of Sale is made without warranty of title, either express or implied. Assignor binds himself/itself and his/its heirs, 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 herein, means that Assignor warrants title to the Interests assigned from and against the claims and demands of all persons lawfully claiming the same by, through, or under Assignor, but not otherwise, subject to the Permitted Encumbrances, so that the Interests as 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 the Interests as is equal to the "Net Revenue Interest" set forth in Exhibit "A" hereto, and shall obligate Assignee, its successors and assigns, to bear and pay not more than the costs and expenses of operating the Interests as are equal to the "Cost-bearing Interest" set forth in Exhibit "A" hereto (unless there is a corresponding proportionate increase in the respective "Net Revenue Interest" 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 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 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 ITS FITNESS FOR ANY PURPOSE AND, EXCEPT FOR THE "SPECIAL WARRANTY" (AS THAT TERM IS HEREINABOVE

[redacted] [redacted] [redacted]

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 ITS 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 heirs, successors and assigns.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 22nd day of November, 1995, but shall be effective as of April 1, 1995, at 7:00 a.m. Central Standard Time.

ASSIGNOR:

By: _____
Mark J. Mourné individually and
dba T.Y.L. Corp.

ATTEST:

WILLIS ENTERPRISES CORP.

By: _____
Title: _____

By: _____
Jack D. Willis
Vice President

ASSIGNEE:

ENRON OIL & GAS COMPANY

By: _____
D. Weaver
Agent and Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF Fremont) ss.

The foregoing instrument was acknowledged before me this 14th day of November, 1995, by Mark J. Mourne individually and dba T.Y.L. Corp.

Witness my hand and official seal.

02/10/97
My Commission Expires

Sandra Bragaw
Notary Public

ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Kiowa) ss.

The foregoing instrument was acknowledged before me this 15th day of Nov., 1995, by Jack D. Willis, as Vice President of Willis Enterprises Corp.

Witness my hand and official seal.

April 19 1997
My Commission Expires

Bren Tuckel
Notary Public

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of November, 1995, by D. Weaver, as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

3-27-97
My Commission Expires

Notary Public

W14178BA

[redacted] EX[redacted]'A" [redacted]

Attached to and made a part of that certain
Assignment and Bill of Sale dated November 22, 1995,
by and between Mark J. Mourne individually and dba T.Y.L. Corp. and
Willis Enterprises Corp., as "Assignor,"
and Enron Oil & Gas Company, as "Assignee"

"INTERESTS"

A. Lease

Federal Lease No.	Description	Gross/ Net Acres
EV-025440	T27N-R112 W. 6th P.M. Section 18: NE/4 Sublette County, Wyoming	160.00

B. Well

Well Name	Location	Assignor's Cost-bearing Interest	Assignor's Net Revenue Interest
Red Hill #1-18	T27N-R112 W. 6th P.M. Section 18: NW/4NE/4 Sublette County, Wyoming	4.1577%	3.513256%

C. Intent

It is Assignor's and Assignee's intent that all of Assignor's right, title and interest within the surface boundaries of that certain federal unit, named the Green River Bend Unit Area, approved June 16, 1958, contracted December 7, 1964, operated by Enron Oil & Gas Company, and located in portions of Lincoln and Sublette Counties, Wyoming, as to all depths and formations shall be made a part of this Exhibit "A" whether or not all of such interests are included or properly described hereinabove.

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF SUBLETTE §

THAT for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned S & C Construction, Inc. a Louisiana Corporation, whose address is 202 Sawgrass Lane, Broussard, Louisiana 70518 (" Assignor "), does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Enron Oil & Gas Company, a Delaware corporation, whose address is 1400 Smith Street, Houston, Texas 77002 (" Assignee "), subject to the terms and provisions set forth herein, all of Assignor's interest in, to and under, or derived from, the oil and gas leases and other interests therein (the "Leases") specifically described or referred to in Exhibit "A" attached hereto and made a part hereof for all purposes; together with identical interests in and to all property and rights incident thereto, including, without limitation, all wells, platforms, materials, equipment, personal property and fixtures located thereon or used in connection therewith and all of Assignor's rights in, to and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto; all of the foregoing properties, rights and interests being hereinafter sometimes called the "Subject Interests".

TO HAVE AND TO HOLD the Subject Interests unto Assignee, its successors and assigns forever, subject to the following:

1. THIS ASSIGNMENT AND BILL OF SALE IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITH WARRANTY OF TITLE BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE. FURTHERMORE, THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE WELLS OR EQUIPMENT OR THEIR FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE PROPERTY AND PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE SUBJECT INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT INTERESTS OR THE ABILITY OF THE SUBJECT

RECORDED Dec. 17 19 96 10:25 AM
IN BOOK 102 PAGE 740
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

255645

INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR IS PROVIDED ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK. 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 ANNOTATED BUSINESS AND COMMERCE CODE (THE "DECEPTIVE TRADE PRACTICES ACT").

2. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

3. By its acceptance of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases.

4. This Assignment and Bill of Sale is subject to the terms and provisions of that certain Exchange Agreement dated as of December 1, 1995 by and between Enron Oil & Gas Company and S & C Construction, Inc. covering the Subject Interests.

EXECUTED this 22 day of December, 1995, but effective as of December 1, 1995.

ASSIGNOR

S & C CONSTRUCTION, INC.

By: Steven D. Cook

Title: PRESIDENT

ASSIGNEE

ENRON OIL & GAS COMPANY

By: Jeffrey B. Shemick

Title: V.P., Acquisitions & Engineering

741

ACKNOWLEDGMENTS

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on December 22, 1995, by Jeffrey B. Sherrill of ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of said corporation.

KELLY M. JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 08 24 97

My Commission Expires:
8/24/97

Kelly M Johnson
Notary Public Signature
Kelly M Johnson
Notary Public Typed or Printed Name

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on December 22, 1995, by Steven P. Crosby, President of S & C Construction, Inc., a Louisiana Corporation, on behalf of said corporation.

KELLY M. JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-24-97

My Commission Expires:
8/24/97

Kelly M Johnson
Notary Public Signature
Kelly M Johnson
Notary Public Typed or Printed Name

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Assignment and Bill of Sale effective December 1, 1995,
between S & C Construction, Inc. (" Assignor ") and
Enron Oil & Gas Company (" Assignee ")

SUBJECT INTERESTS

Lease No.: 0050087-000
Lease Date: July 1, 1948
Lessor: USA W-92216
Lessee: E. Cecil McGavin
Recording: Book 94, Page 425
Description: Insofar and only insofar as said lease covers:
Township 28 North, Range 112 West
Section 7: NESW, NWSE, S2SE, SENW, SWNE
Sublette County, Wyoming
Limited from the surface down to the depth of 3,359'

Lease No.: 0050088-000
Lease Date: December 1, 1948
Lessor: USA W-92217
Lessee: Gordon S. Wise
Recording: Book 85, Page 599
Description: Insofar and only insofar as said lease covers:
Township 28 North, Range 112 West
Section 18: NE
Sublette County, Wyoming
Limited from the surface down to the depth of 3,359'

Lease No.: 0050077-000
Lease Date: March 12, 1963
Lessor: William J. McGinnis and Mamie McGinnis, husband and wife
Lessee: Belco Petroleum Corporation
Recording: Book 36, Page 119
Description: Insofar and only insofar as said lease covers:
Township 28 North, Range 112 West
Section 18: NESE
Sublette County, Wyoming
Limited from the surface down to the depth of 3,359'

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743

ASSIGNMENT OF OVERRIDING ROYALTY
AFFECTING UNITED STATES OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Jean E. Loseke assignor, does hereby convey, transfer, assign, and deliver without warranty, either expressed or implied an overrididng royalty unto the following party in the amounts shown:

JEAN E. LOSEKE TRUST AGREEMENT, dated April 7, 1994

Being in all total of an undivided 100% of assignors interest in an overriding royalty in 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 leases and any extension or renewal thereof, to-wit:

DO 26191, DRY PINEY UNIT A/WELL 1-4-10/C-759
T27N, R114W, 6TH PM
SEC 9: E/2 NW/4, NE/4, N/2 SE/4, SE/4 SE/4; SEC 10: NW/4, S/2 NE/4, NW/4 SW/4, E/2 SW/4, SE/4, SW/4 SW/4; SEC 11: W/2 SW/4; SEC 14: S/2, NW/4, SW/4 NE/4; SEC 15: NE/4, E/2 NW/4, NW/4 NW/4, SE/4, NE/4 SW/4; SEC 22: NE/4 NE/4; SEC 23: SW/4 NE/4, NW/4, NW/4 NE/4

DO 31260Z, DRY PINEY UNIT #22 (BEAR RIVER)
T27N, R114W
NW/4, S/2 NE/4, N/2 SW/4, SE/4 SW/4, SE/4 SEC 10; W/2 SW/4 SEC 11; W/2, SE/4, SW/4 NE/4 SEC 14; AND NE/4, N/2 NW/4, SE/4 NW/4 SEC 15 (ALL WITHIN EXISTING PARTICIPATING AREAS OF THE DRY PINEY UNIT) N/2 NE/4 SEC 10; N/2, E/2 SW/4, SE/4 SEC 11; W/2 NW/4, NW/4 SW/4 SEC 12; N/2 NE/4, SE/4 NE/4 SEC 14; AND SW/4 NW/4 SEC 15 (ALL OUTSIDE PARTICIPATING AREAS WITHIN THE DRY PINEY UNIT); INSOFAR AS SAID LANDS COVER THE BEAR RIVER FORMATION IN THAT INTERVAL BETWEEN 8116' SUBSURFACE AND TD (8550') IN THE DRY PINEY UNIT WELL #22 LOCATED 1529' FWL AND 1734' FNL (SE/NW) SEC 10, 27N, 114W.

DO 34292Z, DRY PINEY UNIT/NUGGETT/PA
LOTS 3 & 4, S/2 NW/4, NW/4 SW/4, SW/4 NE/4, E/2 SW/4, W/2 SE/4 SEC 4; NE/4, NE/4 SE/4, SE/4 SE/4, SEC 9; W/2 SW/4, SW/4 NW/4, NW/4 NW/4, E/2 SW/4 SEC 10; AND N/2 NW/4 SEC 15 T27N, R114W, CONTAINING 959.47 ACRES.

DO 41142, DRY PINEY UNIT BEAR RIVER P/AB
T27N, R114W, SW/4, W/2 SE/4, SW/4 NE/4, SW/4 NW/4, & S/2 SE/4 NW/4 SEC 10

DO 41142, DRY PINEY UNIT # 17
T27N R114W, SEC 9; NE/4

DO 46428, GRAPHITE UNIT MADISON P/A A TR 2
SW/4 NW/4 SEC. 15, T-27-N, R-114-W, 6TH P.M.

ALL OF THE ABOVE PROPERTIES ARE LOCATED IN SUBLETTE COUNTY WYOMING.

255646

RECORDED Jan. 17, 1994 10:35AM
IN BOOK 109 PAGE 744
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Witness my hand this 11th day of January 1996

Twila C. Freeman Notary Public

OFFICIAL SEAL
TWILA C. FREEMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-21-98

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY UNDER UNITED STATES OIL AND GAS LEASES

The assignee requests approval of assignment of royalty and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States:

   _____✓_____ Native Born , _____ Naturalized

2. Assignee is a corporation or other legal entity, (kind)

   Revocable Living Trust

3. Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4. Assignee is the sole party in interest in this statement.

5. The undersigned agrees that the obligation to pay the overriding royalties or payments out of oil or production created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of $17\frac{1}{2}$ % shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

6. Amount remitted: $25.00 Filing Fee $25.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 11th day of January, 1995.

ASSIGNEES

_____ Jane E. Lapsley

Address

4008B Farmington Drive
Champaign, Illinois 61821

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: THAT **Donald B. Anderson Ltd., 6400 South Fiddler's Green Circle, Suite 1750, Englewood, CO 80111** hereinafter referred to as **Assignor, for and in consideration of the sum of Ten Dollars ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby transfer, bargain, sell, grant, assign and convey, subject to any conditions, exceptions or reservations which may be hereinafter stated unto the following named parties, hereinafter collectively referred to as **Assignee**, an undivided overriding royalty interest set out opposite their names, as follows:

NAME	INTEREST
Joseph C. Anderson 6400 South Fiddler's Green Circle Suite 1750 Englewood, CO 80111	3.50%
Cheryl L. Robacker 3335 Beech Ct. Golden, CO 80401	0.75%
Pamela B. Larson 10604 W. Quarles Avenue Littleton, Colorado 80127	0.75%

In and to all the oil, oil-well casinghead gas, gas-well gas, all other hydrocarbons in liquid or gas phase and all gases whether or not combustible, (collectively, "oil and gas") that may be in, under, attributable to or produced, saved and marketed from the oil and gas leases located in Sublette County, Wyoming and described in Exhibit "A" attached hereto and made a part hereof.

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

The overriding royalty interest herein conveyed shall not, in any event, be paid or accrued upon any oil and gas used for operating, development or production purposes upon the oil and gas leases or unavoidably lost or on gas introduced into the production formation in connection with recycling operations or pressure maintenance operations benefiting said land.

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

255647

RECORDED Jan. 17, 1996 12:20 PM
IN BOOK 102 Or 6 PAGE 747
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

EXECUTED THIS 11TH day of January, 1996.

DONALD B. ANDERSON LTD.

Joseph C. Anderson, Partner

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

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

This 11th day of January, 1996.

WITNESS my hand and official seal.

My commission expires:

December 21, 1999

Kerri Lyn Williams
Notary Public

KERRI LYN WILLIAMS NOTARY PUBLIC STATE OF COLORADO

STATEMENT OF ASSIGNEE'S QUALIFICATION TO HOLD OVERRIDING ROYALTY INTERESTS

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

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

Dated this 11TH day of January, 1996.

Joseph C. Anderson

Cheryl L. Robacker

Pamela B. Larson

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST FROM DONALD B. ANDERSON LTD. TO JOSEPH C. ANDERSON ET AL DATED JANUARY 9, 1996

Lease Number: 00075-U-9089-00
Lessor Name: WYW-131925-USA/BLM
Lessee Name: DONALD B. ANDERSON LTD.
Effect. Date: 4/1/94
Gross Acres: 40.00
Description: **TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.**
Section 18: SE/4NE/4

Lease Number: 00075-U-9100-00
Lessor Name: WYW-132408-USA/BLM
Lessee Name: DONALD B. ANDERSON LTD.
Effect. Date: 6/1/94
Gross Acres: 1135.00
Description: **TOWNSHIP 28 NORTH, RANGE 111 WEST, 6th P.M.**
Section 8: All
Section 18: S/2NE/4SE/4NE/4, SE/4SE/4NE/4, SE/4
Section 21: NW/4
Section 28: NW/4

Lease Number: 00075-U-9119-00
Lessor Name: WYW-137785-USA/BLM
Lessee Name: DONALD B. ANDERSON LTD.
Effect. Date: 11/1/95
Gross Acres: 960.00
Description: **TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.**
Section 20: S/2N/2, S/2
Section 21: S/2N/2, S/2

Lease Number: 00075-U-9120-00
Lessor Name: WYW-137789-USA/BLM
Lessee Name: DONALD B. ANDERSON LTD.
Effect. Date: 11/1/95
Gross Acres: 75.70
Description: **TOWNSHIP 28 NORTH, RANGE 113 WEST, 6th P.M.**
Section 13: Lot 4
Section 24: Lot 1

[redacted] [redacted] [redacted]

Lease Number: 00113-U-0700-00
Lessor Name: WYW-136357-USA/BLM
Lessee Name: DONALD B. ANDERSON LTD.
Effect. Date: 5/1/95
Gross Acres: 516.67
Description: **TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M.**
Section 1: Lot 2, SW/4NE/4
Section 6: Lots 1,2,3,4
Section 7: Lots 3,4, E/2SW/4, W/2SE/4, SE/4SE/4

Exhibit "A"
Assignment of Overriding Royalty Interest
Page 2