6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

255685

RECORDED January [redacted] 96 1:00 P.M.
IN BOOK 103 O+G PAGE 1
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sadler

THIS LEASE AGREEMENT is made as of the 22nd day of September, 19 95, between The Milleg Partnership
193 Middle Piney Road
Big Piney, WY 83113
as Lessor (whether one or more), and Baseline Minerals, Inc. 1645 Court Place, Suite 422, Denver, CO 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

Township 29 North, Range 114 West, 6th P.M.
Section 24: E½NE¼

Township 29 North, Range 113 West, 6th P.M.
Section 18: Lot 2(40.80), N½SE¼, SW¼SE¼, SE¼SW¼
Section 19: Lot 1(40.91)

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

in the County of Sublette, State of Wyoming, containing 321.70 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 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.

Rlsd. Bk 117 O+G pg. 211 2/2/01

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 Billie C Milleg

The Milleg Partnership, by
Billie C. Milleg

_____

SS NO. OR TAX ID

83-0189450

_____

ACKNOWLEDGEMENTS

INDIVIDUAL
(For use in all states)

STATE OF Wyoming
County of ~~Sublette~~ Sweetwater } S.S.

On this 9th day of January, 19 96, before me, the undersigned Notary Public in and for said county and state, personally appeared Billie C. Milleg for the Milleg Partnership 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 October 8, 1999

Judith A. Labble
Notary Public

Address: 1484 Walnut St. Rock Springs WY 82901

JUDITH A. LABLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 8, 1999

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 September 22, 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 shut-in period referenced in Paragraph Numbered 3 of the lease will be limited to two years when wells are shut-in after the primary term of the lease.

3) Lessor will be provided with monthly production figures. Lessee will not however release reserve estimates or figures.

4) Lessee agrees that drilling operations conducted from June through August will not unreasonably interfere with Lessor's haying operations. Lessor is aware of the importance of existing hay meadows on Lessee's lands and will use its best efforts not to conduct operations on said meadows during the growing and cutting season.

5) Access to Lessor's lands shall be limited to roads and drill sites except in the case of emergencies. There will be no hunting, fishing or any other non-operations activities by Lessee, its employees or contractors.

6) Lessee agrees to compensate Lessor for any water used in its operations.

7) Lessee agrees to store any produced water prior to transport in a concealed area, specifically agrees to adequately fence any pits, and agrees to compensate Lessor for any loss of livestock directly related to Lessee's operations.

8) Lessee 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 Lessee does not discover oil, gas or hydrocarbons in commercial quantities, and determines the well to be a "dry hole", Lessee shall restore and reseed said area after replacing the top soil.

9) Lessee agrees to compensate Lessor for extraordinary loss or damage caused by Lessee, its agents or employees to the property or livestock and that of its surface operator, if any. This shall include damages to growing crops.

10) 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: _____

The Milleg Partnership, by:

Billie C Milleg

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Ratification of Oil and Gas Lease

KNOW ALL MEN BY THESE PRESENTS:

That on or about September 22, 1995, a certain oil and gas lease was made, executed, and delivered by The Milleg Partnership, to Baseline Minerals, Inc., 1645 Court Place, Suite 422, Denver, Colorado, as Lessee, covering the following described lands in Weld County, Colorado, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 24: E½NE¼

Township 29 North, Range 113 West, 6th P.M.
Section 18: Lot 4(40.80), N½SE¼, SW¼SE¼, SE¼SW¼
Section 19: Lot 1(40.91)

and said lease being recorded in Book 1036 at Page 1 of the records in the office of the Clerk and Recorder for said County, reference to said lease and to the record thereof being hereby made for all purposes.

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

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

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

EXECUTED this 9th day of January, 1996

x Billie C Milleg
Billie C. Milleg

x Helen M Milleg
Helen Milleg

ACKNOWLEDGMENT

255699

State of Wyoming }
} ss.
County Sweetwater }

RECORDED January 23, 1996 1:09 PM
IN BOOK 1036 PAGE 4
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

On this 9th day of January, in the year 1996, before me personally appeared Billie C. Milleg and Helen Milleg, known to me to be the persons who is described in, and who executed the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JUDITH A. LAIBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 8, 1999

Judith A. Laible
Notary Public
1484 Walnut St
Address Rock Springs WY 82901

My commission expires: October 8, 1999

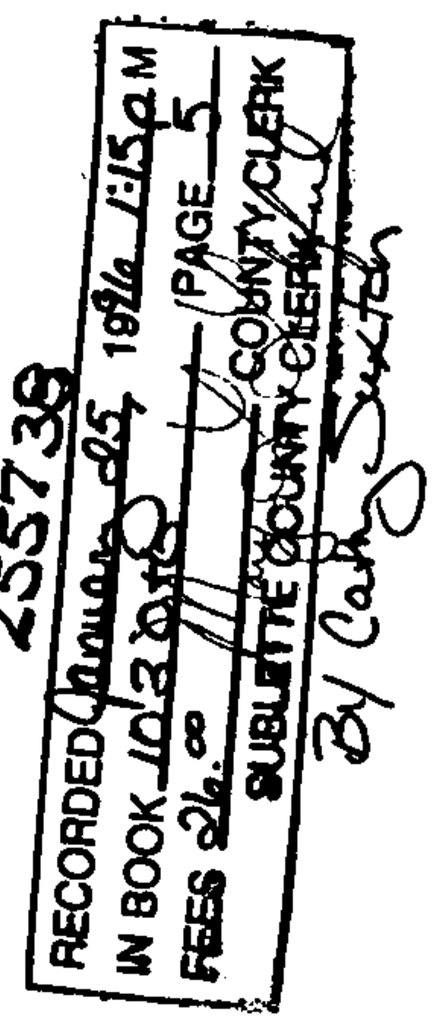
ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING
COUNTIES OF SUBLETTE AND SWEETWATER

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, DAKEL COMPANY, GUARANTY CAPITAL INVESTORS, LTD., and GCIL III LIMITED PARTNERSHIP, whose address is P.O. Box 15831, New Orleans, Louisiana, 70175, (hereinafter collectively referred to as "Assignor"), do hereby bargain, sell, transfer, assign and convey to HERBALY PETROLEUM CORP., whose address is 1515 Arapahoe Street, Suite 1350, Denver, Colorado, 80202, (hereinafter referred to as "Assignee"), the following described interests:

(1) All of Assignor's right, title, and interest in, to and under or derived from the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Leases"), together with all of Assignor's right, title, and interest in and to all the property and rights incident thereto, including, without limitation, the wells described on Exhibit "B" attached hereto and made a part hereof, and all materials, equipment, personal property, fixtures, pipelines, flow lines, gathering systems, portable buildings, structures, and other improvements located thereon or used in connection therewith (hereinafter collectively referred to as the "Equipment"); all of Assignor's right, title and interest in, to, and under all agreements, including unitization agreements, communitization agreements, farmout agreements, option agreements, pooling agreements, operating agreements, gas contracts, permits, rights of way, easements, licenses, and orders in any way relating or pertaining to the Leases and Equipment (hereinafter collectively referred to as the "Agreements"); and all of Assignor's right, title, and interests in, to and under or derived from the Leases of whatsoever nature, kind or character, all of the foregoing properties, rights, and interests described in this paragraph being hereinafter referred to as the "Interests";

(2) All of Assignor's right, title and interest in and to the oil, gas, and other hydrocarbons which are produced from or attributable to the Interests (hereinafter referred to as the "Production") from and after the Effective Date. All revenue from the Production and all expenses occurring before the Effective Date will be credited or charged to Assignor; all revenue from the Production and expenses occurring after the Effective Date will be credited or charged to Assignee.



THIS ASSIGNMENT AND BILL OF SALE is being executed, delivered, and accepted pursuant and subject to the terms and provisions of that certain Letter Agreement dated October 4, 1995, by and between Herbaly Petroleum Corp., Dakel Company and Guaranty Capital Investors, Ltd., and that certain Letter Agreement dated December 8, 1995, by and between Herbaly Petroleum Corp. and GCIL III Limited Partnership, reference to which is hereby made for all purposes, and this Assignment and Bill of Sale is and shall be effective as of October 1, 1995, (hereinafter referred to as the "Effective Date").

THIS ASSIGNMENT AND BILL OF SALE covers all of the rights, title and interests of Assignor in and to the Interests and Production, but is made subject to the following encumbrances:

(1) The terms and provisions of the Leases together with all royalties, overriding royalties, net profit interests, reversionary interests, or other interests which burden the Interests and/or the Production and which are of record as of the Effective Date;

(2) All division orders pertaining to the Interests and/or Production which are in effect as of the date of Closing;

(3) The terms and provisions of the Agreements pertaining to the Interests and/or Production which are in effect as of the date of Closing.

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 WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE EQUIPMENT AND SATISFIED ITSELF AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE EQUIPMENT IN AN "AS IS, WHERE IS" CONDITION.

THIS ASSIGNMENT AND BILL OF SALE is made without warranty of title, either express or implied. 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 successors and assigns.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 21st day of December, 1995, but shall be effective as of the Effective Date.

ASSIGNOR:

DAKEL COMPANY

David E. Kelm, Vice President

GUARANTY CAPITAL INVESTORS, LTD.

David E. Kelm, President
Dakel Operating Company, General Partner

GCIL III LIMITED PARTNERSHIP

David E. Kelm, President
Dakel Operating Company, General Partner

ASSIGNEE:

HERBALY PETROLEUM CORP.

David L. Herbaly

David L. Herbaly, Vice President

State of Louisiana

Parish or County of Orleans

The foregoing instrument was acknowledged before me this 27th day of December, 1995, by David E. Kelm, who stated that he is Vice President of Dakel Company.

Witness my hand and official seal.

My Commission expires: Eileen C. McCarthy
Notary Public
MY COMMISSION IS FOR LIFE

Notary Public

State of Louisiana

Parish or County of Orleans

The foregoing instrument was acknowledged before me this 27th day of December, 1995, by David E. Kelm, who stated that he is President of Dakel Operating Company, General Partner of Guaranty Capital Investors, Ltd.

Witness my hand and official seal.

My Commission expires:
Eileen C. McCarthy
Notary Public
MY COMMISSION IS FOR LIFE.

Notary Public

State of Louisiana

Parish or County of Orleans

The foregoing instrument was acknowledged before me this 27th day of December, 1995, by David E. Kelm, who stated that he is President of Dakel Operating Company, General Partner of GCIL III Limited Partnership.

Witness my hand and official seal.

My Commission expires:
Eileen C. McCarthy
Notary Public
MY COMMISSION IS FOR LIFE.

Notary Public

State of Colorado

Parish or County of Denver

The foregoing instrument was acknowledged before me this 27th day of December, 1995, by David L. Herbaty as Vice President of Herbaty Petroleum Corp.

Witness my hand and official seal.

My Commission expires:
2/13/98

Notary Public

HEATHER A. BUSH KUHN
NOTARY PUBLIC
STATE OF COLORADO

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Attached to and made a part of that certain Assignment and Bill of Sale dated effective October 1, 1995, by and between Dakel Company, Guaranty Capital Investors, Ltd., and GCIL III Limited Partnership, as Assignor, and Herbaly Petroleum Corp., as Assignee.

Serial Number	Lessee	Lease Date	Description
USA W-34033	Robert W. David	5/1/72	Township 27 North, Range 111 West, 6th P.M. Sec 29: NE/4NE/4 containing 40 acres, more or less Sublette County, Wyoming
USA W-35398	Helen M. Donaldson	7/1/72	Township 27 North, Range 111 West, 6th P.M. Sec 8: SW/4SE/4 Sec 17: NE/4 containing 200 acres, more or less Sublette County, Wyoming Limited in depth from the surface of the earth down to the base of the stratigraphic equivalent of 11,391 feet as penetrated by the Federal #10-5 well located in the NW/4 of Sec 5, T27N-R111W, 6th P.M., Sublette County, Wyoming.
USA W-35399	John I. Weston	7/1/72	Township 27 North, Range 111 West, 6th P.M. Sec 15: N/2 containing 320 acres, more or less Sublette County, Wyoming
USA W-36422	Jean D. True	10/1/72	Township 27 North, Range 111 West, 6th P.M. Sec 22: N/2 Sec 23: All Sec 25: W/2, SE/4 Sec 26: All containing 2,080 acres, more or less Sublette County, Wyoming

Serial Number	Lessee	Lease Date	Description
USA W-51347	Ada Wood	8/1/75	Township 27 North, Range 111 West, 6th P.M. Sec 5: W/2 Sec 6: S/2NE/4, SE/4 Sec 7: NE/4 Sec 8: NW/4, N/2SW/4 containing 960 acres, more or less Sublette County, Wyoming Limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,391 feet as penetrated by the Federal #10-5 well located in the NW/4 of Sec 5, T27N-R111W, 6th P.M., Sublette County, Wyoming.
USA W-54136	Sam V. Morse	4/1/76	Township 27 North, Range 111 West, 6th P.M. Sec 14: All Sec 15: S/2 containing 960 acres, more or less Sublette County, Wyoming
USA W-54137	CIG Exploration	11/1/71	Township 27 North, Range 111 West, 6th P.M. Sec 20: NE/4 containing 160 acres, more or less Sublette County, Wyoming Limited in depth from the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-20 well located in the NE/4 of Sec 20, T27N-R111W, 6th P.M., Sublette County, Wyoming.
USA W-59776	Dorothy Langley	9/1/77	Township 27 North, Range 111 West, 6th P.M. Sec 20: NE/4SW/4 containing 40 acres, more or less Sublette County, Wyoming

Serial Number	Lessee	Lease Date	Description
USA W-62117	R. Ken Williams	2/1/78	Township 27 North, Range 111 West, 6th P.M. Sec 28: NW/4, N/2SW/4, SE/4SW/4 containing 280 acres, more or less Sublette County, Wyoming Limited in depth from the surface of the earth down to a depth of 10,306 feet.
USA W-62508	R. L. Billings	11/1/78	Township 27 North, Range 111 West, 6th P.M. Sec 29: W/2NE/4, SE/4NE/4, W/2, SE/4 containing 600 acres, more or less Sublette County, Wyoming
USA W-62791	Robert W. Myers	5/1/78	Township 28 North, Range 111 West, 6th P.M. Sec 25: E/2 of Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Sec 31: Lots 1, 2, 3, 4, E/2W/2, W/2SE/4 All of the above containing 659.12 acres, more or less Sublette County, Wyoming
USA W-63490	Superior Oil	6/1/78	Township 27 North, Range 111 West, 6th P.M. Sec 32: Lot 2, NW/4, N/2SW/4 containing 269.65 acres, more or less Sublette County, Wyoming Limited in depth from the surface of the earth down to a depth of 9,786 feet.
USA W-63821	James M. Turlington	7/1/78	Township 27 North, Range 111 West, 6th P.M. Sec 32: Lots 3, 4, NE/4, N/2SE/4 containing 299.86 acres, more or less Sublette County, Wyoming

Serial Number	Lessee	Lease Date	Description
USA W-67808	Houston G. Williams	6/1/79	Township 27 North, Range 111 West, 6th P.M. Sec 6: N/2NE/4 Sec 7: SE/4 containing 240 acres, more or less Sublette County, Wyoming
USA W-68116	Frederick Fitzhugh	7/1/79	Township 26 North, Range 111 West, 6th P.M. Sec 4: Lots 1, 2, 3, 4, S/2N/2, SE/4, SW/4 Sec 10: S/2N/2 containing 799.75 acres, more or less Sweetwater County, Wyoming
USA W-68117	Ole M. Hanson	7/1/79	Township 27 North, Range 111 West, 6th P.M. Sec 8: S/2SW/4 Sec 17: W/2 Sec 20: NW/4, SE/4, NW/4SW/4, S/2SW/4 containing 840 acres, more or less Sublette County, Wyoming
USA W-68454	Edward H. Judson	9/1/79	Township 27 North, Range 111 West, 6th P.M. Sec 28: SW/4SW/4 containing 40 acres, more or less Sublette County, Wyoming Limited in depth from the surface of the earth down to a depth of 10,306 feet.
USA W-37670	Carl E. Jenkins and Bayard D. Rea	1/1/73	Township 26 North, Range 111 West, 6th P.M. Sec 27: N/2 containing 320 acres, more or less Sweetwater County, Wyoming

Serial Number	Lessee	Lease Date	Description
USA W-91181	Virginia J. Beck	1/1/73	Township 26 North, Range 111 West, 6th P.M. Sec 28: S/2 containing 320 acres, more or less Sweetwater County, Wyoming

12

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective October 1, 1995, by and between Dakel Company, Guaranty Capital Investor, Ltd. and GCIL III Limited Partnership, as "Assignor", and Herbaly Petroleum Corp., as "Assignee"

WELL NAME	LOCATION
Figure Four 7-31	SE/4 Section 31 Township 28 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 10-31	NW/4 Section 31 Township 28 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-31	SW/4 Section 31 Township 28 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 10-5	NW/4 Section 5 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 20-6	NE/4 Section 6 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 40-6	SE/4 Section 6 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 20-7	NE/4 Section 7 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 40-7	SE/4 Section 7 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 10-8	NW/4 Section 8 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-8	SW/4 Section 8 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-15	SW/4 Section 15 Township 27 North, Range 111 West Sublette County, Wyoming

Bird Canyon Federal 10-17	NW/4 Section 17 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 20-17	NE/4 Section 17 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-17	SW/4 Section 17 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 40-17	SE/4 Section 17 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 10-20	NW/4 Section 20 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 20-20	NE/4 Section 20 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-20	SW/4 Section 20 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 40-20	SE/4 Section 20 Township 27 North, Range 111 West Sublette County, Wyoming
True Federal 10-22	NW/4 Section 22 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 10-28	NW/4 Section 28 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-28	SW/4 Section 28 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 10-29	NW/4 Section 29 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 20-29	NE/4 Section 29 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 40-29	SE/4 Section 29 Township 27 North, Range 111 West Sublette County, Wyoming

Bird Canyon Federal 10-32	NW/4 Section 32 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 40-32	SE/4 Section 32 Township 27 North, Range 111 West Sublette County, Wyoming
Bird Canyon Federal 30-4	SW/4 Section 4 Township 26 North, Range 111 West Sweetwater County, Wyoming
Bird Canyon Federal 10-27	NW/4 Section 27 Township 26 North, Range 111 West Sweetwater County, Wyoming
Bird Canyon Federal 40-28	SE/4 Section 28 Township 26 North, Range 111 West Sweetwater County, Wyoming

When recorded, please return to:

Herbaly Petroleum Corp.
1515 Arapahoe St. #1350
Denver, Colorado 80202

PERPETUAL NON-PARTICIPATING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Richard Roy Noble and Louise Noble, husband and wife, of Cora, Sublette County, Wyoming, assignors, for good and valuable considerations, receipt whereof is hereby acknowledged, do hereby give, grant, sell, assign, transfer, convey and set over unto Carroll L. Noble and Ruth Noble, husband and wife, of Cora, Sublette County, Wyoming, assignees, and to the survivor of them as tenants by the entirety, one-fourth (1/4th) of all royalties of minerals, including oil and gas and oil and gas minerals, and all hydrocarbon minerals and substances, hereafter produced and saved from the hereinafter described lands, situate in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH P. M.

Section 30: all of that portion of the SW/4NE/4 lying and being North of the North right-of-way line of U. S. Highway 191,

The assignors reserve and shall have the sole and exclusive right to execute leases for the production of the aforesaid minerals and to keep and hold and retain all bonuses and rents payable under said leases; this is a perpetual non-participating royalty assignment and shall be binding upon and inure to the parties hereto and their heirs, devisees, legatees and assigns forever;

IN WITNESS WHEREOF Richard Roy Noble and Louise Noble have hereunto set their hands this 26th day of January, 1996.

Richard Roy Noble

Louise Noble

255771

RECORDED January 29, 1996 1:00 PM
IN BOOK 103 Orig PAGE 16
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Richard Roy Noble and Louise Noble, this 26th day of January, 1996.

Witness my hand and official seal.

Notary Public

My commission expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

PERPETUAL NON-PARTICIPATING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Richard Roy Noble and Louise Noble, husband and wife, of Cora, Sublette County, Wyoming, assignors, for good and valuable considerations, receipt whereof is hereby acknowledged, do hereby give, grant, sell, assign, transfer, convey and set over unto Alvin B. Pearson and Lillian Ida Noble Pearson, husband and wife, of Daniel, Sublette County, Wyoming, assignees, and to the survivor of them as tenants by the entirety, one-fourth (1/4th) of all royalties of minerals, including oil and gas and oil and gas minerals, and all hydrocarbon minerals and substances, hereafter produced and saved from the hereinafter described lands, situate in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH P. M.

Section 30: all of that portion of the SW/4NE/4 lying and being North of the North right-of-way line of U. S. Highway 191,

The assignors reserve and shall have the sole and exclusive right to execute leases for the production of the aforesaid minerals and to keep and hold and retain all bonuses and rents payable under said leases; this is a perpetual non-participating royalty assignment and shall be binding upon and inure to the parties hereto and their heirs, devisees, legatees and assigns forever;

IN WITNESS WHEREOF Richard Roy Noble and Louise Noble have hereunto set their hands this 26th day of January, 1996.

Richard Roy Noble

Louise Noble

255772

RECORDED January 29, 1996 1:00 P M
IN BOOK 103 OF 6 PAGE 18
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Richard Roy Noble and Louise Noble, this 26th day of January, 1996.

Witness my hand and official seal.

John S. Mackey
Notary Public

My commission
expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

ASSIGNMENT OF NOTE AND LIENS

STATES OF NEBRASKA, MISSISSIPPI §
WYOMING, MONTANA, NEW MEXICO §
NORTH DAKOTA, OKLAHOMA and TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTIES OF JASPER (Ms.) §
CLARKE (Ms.), WAYNE (Ms.), §
SHERIDAN (Mt.), CHEYENNE (Ne.), §
HITCHCOCK (Ne.), SAN JUAN (NM), § 255784
BOTTINEAU (ND), BURKE (ND), §
DIVIDE (ND), McKENZIE (ND), §
RENVILLE (ND), WILLIAMS (ND), §
CUSTER (Ok.), GRANT (Ok.), §
PITTSBURG (Ok.), CALHOUN (Tx.), §
CROCKETT (Tx.), DAWSON (Tx.), §
DeWITT (Tx.), GALVESTON (Tx.), §
JEFFERSON (Tx.), LaSALLE (Tx.), §
LIPSCOMB (Tx.), MATAGORDA (Tx.), §
NUECES (Tx.), OCHILTREE (Tx.), §
SAN PATRICIO (Tx.), VAN ZANDT (Tx.) §
WOOD (Tx.), CAMPBELL (Wy.), §
CONVERSE (Wy.), PARK (Wy.), §
SUBLETTE (Wy.), and SWEETWATER (Wy.) §

RECORDED January 29, 1996 4:00 P M
IN BOOK 103 MG PAGE 20
FEES 12.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

COMERICA BANK-TEXAS, a Texas Banking Association, 1300 NorthPark Center, Dallas, Texas 75205 (hereinafter called "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Assignor in hand paid by BANK ONE, TEXAS, N.A., for itself and as agent for each and every lending institution participating under that certain Loan Agreement dated as of December 27, 1995, by and between Bank One, Texas, N.A. and the Borrower, as hereinafter defined, (hereinafter called "Assignee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, TRANSFERRED and ASSIGNED, and does by these presents GRANT, TRANSFER and ASSIGN, unto Assignee, without recourse on or warranty (except such warranty as is hereinafter set forth) by Assignor, all rights, titles and interests of Assignor in the following:

1. That certain promissory note (the "Note"), dated December 28, 1994, in the principal amount of THIRTY MILLION DOLLARS ($30,000,000.00) executed by GULF COAST PACKAGE, LTD. (the "Borrower"), payable to the order of the Assignor, having a final maturity date of December 31, 1998, and bearing interest as provided therein;

2. The mortgages and deeds of trust described on Schedule 1 attached hereto and incorporated herein (the "Mortgages") securing the indebtedness evidenced by the Note; and

[redacted] [redacted] [redacted]

3. All other right, title and interest of Assignor in any and all liens, security interests, privileges, claims, demands and equities arising under or pursuant to any of the foregoing or otherwise securing payment of the Note.

The instruments described hereinabove in paragraph 1, paragraph 2, and paragraph 3 are hereinafter collectively referred to as the "Note and Lien Documents."

TO HAVE AND TO HOLD the above described rights, titles, interests, and properties unto Assignee, its successors and assigns, forever. Assignor hereby covenants and warrants that Assignor has not assigned, mortgaged or hypothecated its interest in any of the Note and Lien Documents to any other party; and that Assignor has the authority to transfer and convey its interest in the Note and Lien Documents, and to execute this instrument. Other than stated herein, the assignment of the Note and Lien Documents is made without recourse or representation or warranty of any kind, whether express or implied, statutory or otherwise, and Assignee acknowledges and agrees that Assignor has made no representations or warranties other than those specifically set forth above, and that it has not relied upon and is not relying upon any representations or warranties of Assignor other than those specifically set forth above, in connection with the transfer of the Note and Lien Documents and related rights and interests herein conveyed.

On request by Assignee from time to time hereafter, Assignor will execute such documents, including, but not limited to, Uniform Commercial Code financing statements, as are necessary to effectuate the assignment made by this agreement, however, the cost of preparation of such documentation, filing, etc. (including the fees and expenses of Assignor's counsel incurred in connection therewith) shall be borne entirely by Assignee or Borrower.

This Assignment of Note and Liens may be executed in multiple original counterparts. To facilitate recording or filing of this instrument, any counterpart may omit the description of lands not situated in the county in which the counterpart is to be filed, and may omit recording references to jurisdictions other than for the county in which the counterpart is to be filed.

IN TESTIMONY WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer, effective as of the 27th day of December, 1995.

ATTEST: [SEAL]

ASSIGNOR

COMERICA BANK-TEXAS,
a Texas banking association
(as defined above)

By: Elizabeth W. Falco
Name: Elizabeth W. Falco
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

THIS INSTRUMENT was acknowledged before me on December 27, 1995 by Elizabeth W. Falco, Vice President of COMERICA BANK-TEXAS, a Texas banking association, on behalf of such association.

Virginia S. Kassel
Notary Public in and for
The State of Texas

My Commission Expires:

NOTARY PUBLIC STATE OF TEXAS
Virginia S. Kassel
Notary Public, State of Texas
My Comm. Expires 06/25/97

(Printed or typed name of Notary)

Schedule 1

SUBLETTE COUNTY, WYOMING

Original Mortgage

None filed in Sublette County, Wyoming.

Acquisition Mortgage

1. Book 100 046, Page 440

ATTENTION _____ COUNTY CLERK, WYOMING:

Recording requested by and when recorded mail to:

BANK ONE, TEXAS, N.A.
c/o Robert N. Rule, Jr.,
Locke Purnell Rain Harrell
(A Professional Corporation)
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

255785

RECORDED January 29 1996 4:00 p M
IN BOOK 103 Mtg 9 PAGES 24
FEES 46.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

THE STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF CAMPBELL, §
CONVERSE, PARK, SUBLETTE §
and SWEETWATER §

A. WHEREAS, Gulf Coast Package, Ltd., a Texas Limited Partnership (sometimes referred to herein as "Gulf Coast"), previously borrowed $15,000,000 from NationsBank of Texas, N.A. ("NationsBank"). This indebtedness was evidenced by a promissory note in the original principal sum of $25,000,000 made by Gulf Coast payable to the order of NationsBank dated as of May 28, 1992 (the "NationsBank Note").

B. WHEREAS, the NationsBank Note was secured by, among other things, a Mortgage of Oil and Gas Property, Assignment of Production, Security Agreement and Financing Statement made by Gulf Coast and Eland Energy, Inc., a Texas Corporation (sometimes referred to herein as "Eland"), the General Partner of Gulf Coast, in favor of NationsBank dated as of May 29, 1992 (the "Original Mortgage"), now recorded in the public records as described on Schedule 1, attached hereto.

C. WHEREAS, Gulf Coast then borrowed $25,000,000 from Comerica Bank - Texas ("Comerica"). This indebtedness was evidenced by a promissory note in the original principal sum of $25,000,000 made by Gulf Coast payable to the order of Comerica Bank - Texas dated as of June 1, 1994 (the "Original Comerica Note"). The proceeds of the loan evidenced by the Original Comerica Note were paid to NationsBank in substitution, replacement, renewal and extension of but not extinguishment or novation of the NationsBank Note, it being the intention of Gulf Coast and Comerica that Comerica be subrogated to all of the rights, but not be liable for any of the obligations or liabilities, of NationsBank. In connection with this refinancing transaction, NationsBank assigned to Comerica the NationsBank Note and the Original Mortgage. This assignment is evidenced by, among other things (1) a Note/Lien Assignment Agreement made by NationsBank in favor of Comerica dated as of June 1, 1994, and (2) a Memorandum of Assignment executed by NationsBank in favor of Comerica dated as of June 1, 1994.

D. WHEREAS, thereafter, Bank One, Texas, N.A. (sometimes referred to herein as "Bank One") purchased an undivided 40% interest in the Original Comerica Note, and Comerica assigned to Bank One an interest in the Original Comerica Note and the Original Mortgage, and endorsed the Original Comerica Note to the order of itself and Bank One.

E. WHEREAS, Gulf Coast, Comerica, acting for itself and as agent, and Bank One entered into a Restated Loan Agreement (the "Restated Loan Agreement") dated as of December 28, 1994, and in connection therewith the indebtedness evidenced by the Original Comerica Note was renewed, extended, modified and amended, and the Original Comerica Note was replaced by (a) that certain promissory note in the original principal sum of $30,000,000.00 made by Gulf Coast payable to the order of Comerica Bank - Texas dated as of December 28, 1994 (the "New Comerica Note") and (b) that certain promissory

note in the original principal sum of $20,000,000.00 made by Gulf Coast payable to the order of Bank One dated December 28, 1994 (the "12/28/94 Bank One Note").

F. WHEREAS, in connection with the delivery of the New Comerica Note and the 12/28/94 Bank One Note, Gulf Coast, Eland and Comerica, acting in its capacity as agent for both itself and Bank One, amended the Original Mortgage to reflect (1) that the Original Mortgage secured the New Comerica Note and the 12/28/94 Bank One Note, and all of the "Obligations" as defined in the Restated Loan Agreement, (2) the beneficiary thereunder was to be Comerica Bank - Texas, acting in its capacity as the agent for both itself and Bank One and any other lending banks thereafter becoming parties to the Restated Loan Agreement, and (3) the Agent, Comerica, and Bank One were to be subrogated to all rights of Comerica under the Original Comerica Note and thus to NationsBank under the NationsBank Note and the Original Mortgage.

G. WHEREAS, to further secure the New Comerica Note and the 12/28/94 Bank One Note and the advances made thereunder, Gulf Coast, Eland and Comerica, acting for itself and as agent, entered into an additional Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement dated as of December 28, 1994 (the "Acquisition Mortgage"), now recorded in the public records described on Schedule 1, attached hereto.

H. WHEREAS, from time to time Gulf Coast, Eland and Comerica, acting for itself and as agent, have entered into additional amendments to the Original Mortgage and the Acquisition Mortgage, as further identified on Schedule 1, (the term "Original Mortgage" as hereinafter used shall mean the Original Mortgage and all amendments thereto, and the term "Acquisition Mortgage" as hereinafter used shall mean the Acquisition Mortgage and all amendments thereto).

I. WHEREAS, contemporaneously with the execution of this instrument, Gulf Coast and Bank One (for itself and as agent for each and every other lending institution participating under the "Loan Agreement" as hereinafter defined) have entered into that certain loan agreement dated as of December 27, 1995 (the "Loan Agreement"), pursuant to which Bank One has committed to refinance, and has refinanced, the New Comerica Note and the 12/28/94 Bank One Note, and has increased the loan to Gulf Coast to $75,000,000.00, as evidenced by a promissory note dated December 27, 1995, in the original principal sum of $75,000,000.00 made by Gulf Coast payable to the order of Bank One, as Agent (being the "Note" described in paragraph 2.1(a) below and referred to herein as the "Note"), a portion of the proceeds of which have been paid to Comerica in substitution, replacement, renewal and extension of, but not in extinguishment or novation of the New Comerica Note and the unpaid balance thereon, it being the intention of Gulf Coast and Bank One that Bank One (for itself and as agent for each and every other lending institution participating under the Loan Agreement) be subrogated to all of the rights of Comerica, and in connection therewith Comerica endorsed and assigned to Bank One (for itself and as agent for each and every other lending institution participating under the Loan Agreement) the New Comerica Note and its interest in the Original Mortgage and the Acquisition Mortgage, and in furtherance thereof has executed an Assignment of Note and Liens dated as of December 27, 1995, in favor of Bank One (for itself and as agent for each and every other lending institution participating under the Loan Agreement).

J. WHEREAS, pursuant to the Loan Agreement, the indebtedness of the New Comerica Note and the 12/28/94 Bank One Note has been renewed, extended, modified, amended and replaced by the Note.

K. WHEREAS, The parties desire to amend, supplement and restate the Original Mortgage and the Acquisition Mortgage by this instrument, as more fully set forth herein, and to add additional oil and gas properties hereto.

L. WHEREAS, Gulf Coast, and Eland (hereinafter together referred to as "Grantor"), do hereby execute this Amended, Supplemented and Restated Deed of Trust,

Security Agreement, Assignment of Production and Financing Statement (hereinafter referred to as the "Deed of Trust"), for the use and benefit BANK ONE, TEXAS, N.A., a national banking association, the address of which is 1717 Main Street, Dallas, Texas 75201, for itself and as agent for each and every other lending institution participating under the Loan Agreement, as therein provided, (hereinafter, Bank One, Texas, N.A., acting for itself and as agent for each and every other lending institution participating under the Loan Agreement hereinafter will be referred to as the "Bank"), covering oil and gas properties herein described.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Bank to Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor does hereby GRANT, MORTGAGE, WARRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto REED V. THOMPSON, as Trustee (hereinafter referred to as the "Trustee"), for the use and benefit of Bank all right, title and interest now or at any time hereafter vested in Grantor, or either of them, in and to the following described properties and interests, to wit:

(a) All oil, gas and mineral interests and other interests, estates and property of every kind and character described and referred to in Exhibit A made a part hereof by reference for all purposes as if copied herein in full;

(b) Any and all operating agreements, communitization agreements, unitization agreements, pooling agreements, declarations of pooled units, all units created under orders, regulations, rules or other official acts of any federal, state or other governmental body or regulatory agencies providing for pooling and unitization, spacing orders or other well permits and other instruments, whether now or hereafter made, and the units created thereby, which relate to any of the properties and interests described or referred to in Exhibit A, whether or not such agreements, orders or instruments are described in Exhibit A;

(c) All real property covered by any and all of the oil, gas and mineral leases described or referred to in Exhibit A and the real property described or referred to in Exhibit A (hereinafter collectively referred to as the "Lands"), even though such rights, titles and interests be incorrectly or insufficiently described or referred to therein, or a description of a part or all of such rights, titles and interests be omitted from Exhibit A;

(d) Any and all oil, gas and mineral leases described or referred to in Exhibit A and any and all oil, gas and mineral leases covering all or any part of the Lands (herein collectively referred to as the "Leases"), together with all right, title and interest now or at any time hereafter vested in Grantor in and to any and all overriding royalty interests, mineral interests, royalty interests, net profit interests, oil payments, production payments and all other interests and properties of every kind and character which relate to any of the Lands or the Leases, even though such rights, titles and interests be incorrectly or insufficiently described or referred to therein, or a description of a part or all of such rights, titles and interests be omitted from Exhibit A, together with any and all renewals, extensions, substitutions, ratifications, supplements, amendments and replacements of and for any of the Leases or other interests described or referred to herein;

(e) All personal property, fixtures, hereditaments, improvements, easements, permits, licenses, servitudes, surface leases and rights-of-way situated upon or used or useful or held for use in connection with the exploration, development or operation of the foregoing properties and interests, or the production, treating, storing or transportation of oil, gas and other hydrocarbons therefrom, including, without limitation, liquid extraction

plants, plant compressors, field gathering systems, valves, fittings, engines, boilers, meters, cables, wires, towers, tubing and rods, casing, connections, tanks and tank batteries, separators, lines, pumps, pipes, pipelines, structures, buildings, sheds, oil wells, gas wells, injection wells, other wells, fixtures, tools, machinery and other equipment, power lines, telephone and telegraph lines, and other appurtenances, apparatus, appliances and property of every kind and character, movable or immovable, now or at any time hereafter located on the Lands, or which may now or hereafter be used or obtained in connection therewith, whether or not the same are described or referred to in Exhibit A, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;

(f) All oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, whether now in existence or hereafter made, which relate to any of the properties and interests described or referred to in Exhibit A, whether or not such contracts and agreements are described or referred to in Exhibit A, together with any and all renewals, extensions, substitutions, ratifications, supplements, amendments and replacements of or for any such contracts, agreements and instruments;

(g) All oil, gas and other hydrocarbons, including, without limitation, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, and all products separated, settled and dehydrated therefrom, and all products refined therefrom, including, without limitation, kerosene, liquified petroleum gas, refined lubricating oils, diesel fuel, drip gasoline and natural gasoline, and all other minerals, and the proceeds thereof, produced and to be produced from and which accrue or are attributable to any of the above described or referenced properties and interests, by virtue of the above described or referenced contracts, agreements and instruments; and

(h) Any and all proceeds, rents, issues, profits, products, revenues and other income arising from or by virtue of the sale, lease or other disposition or, or from any insurance payable with respect to damage, loss or destruction of, the collateral described in Subparagraphs (a) through (g) above.

It is expressly understood and agreed by the parties hereto that any and all decimal fractional interests and/or well names set out or referenced in Exhibit A pertaining to any of the properties and interests described or referred to in Exhibit A have been appended for informational purposes only and shall not limit in any way whatsoever the interest of Grantor in such properties and interests, or interests derived thereunder, which are subject to this Amended, Supplemented and Restated Deed of Trust, Security Agreement, Assignment of Production and Financing Statement (hereinafter referred to as this "Deed of Trust").

Grantor's interests in the properties and interests described in Subparagraphs (a) through (h) above are all hereinafter sometimes collectively referred to as the "Mortgaged Properties".

TO HAVE AND TO HOLD the Mortgaged Properties, together with all the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, unto Trustee and his successors or substitutes in this trust, and his and their assigns, in trust and for the uses and purposes hereinafter set forth, forever.

The term "Grantor's Successors" as used herein, shall mean Grantor's heirs, executors, legal representatives, successors and assigns. Grantor hereby binds Grantor and Grantor's Successors to warrant and forever defend, all and singular, the Mortgaged

Properties, unto Trustee and his successors or substitutes in this trust, and his and their assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The term "Loan Agreement", as used herein, means that certain Loan Agreement of even date herewith, executed between Grantor and Bank.

ARTICLE 1
REPRESENTATIONS AND WARRANTIES

1.1 Grantor hereby expressly represents and warrants to Bank that (a) the Leases are in full force and effect; (b) Grantor's interests in the Leases are valid and subsisting on the Lands and entitle Grantor to receive that proportion of the total production from the Mortgaged Properties indicated in connection with the descriptions thereof in Exhibit "A" (c) Grantor has good, valid and defensible title to Grantor's interest in the Leases and to Grantor's interest in the personal property and fixtures comprising a part of the Mortgaged Properties or used or obtained in connection therewith, except for Permitted Liens (as that term is defined in the Loan Agreement) and except as provided in Exhibit "A" and the right, power and authority to execute and deliver this Deed of Trust and convey the Mortgaged Properties; (d) the Mortgaged Properties are free and clear of all claims, liens, encumbrances, security interests, contracts, agreements, options, preferential purchase rights or other restrictions or limitations of any nature or kind, except for Permitted Liens (as defined in the Loan Agreement) and except as expressly provided herein; (e) all rentals, royalties and other amounts due and payable under the Leases have been duly paid, and obligations to be performed under the Leases as to the Lands have been duly performed; (f) substantially all of the Leases have been developed for oil or gas, and substantially all of the respective wells drilled thereon are each capable of, and substantially all of such wells are presently, producing oil or gas in paying quantities, except such wells which are water disposal wells; (g) Grantor is not a party to, and none of the hydrocarbons produced from any of the wells located on the Leases are the subject of, any Advance Payment Contract affecting or relating to any of the Mortgaged Properties. As used herein, the term "Advance Payment Contract" means any contract whereby Grantor either (1) receives or becomes entitled to receive (either directly or indirectly to a third party for Grantor's account or benefit) any payment (an "Advance Payment") to be applied toward payment of the purchase price of hydrocarbons produced or to be produced from any of the Mortgaged Properties and which Advance Payment is paid in advance of actual delivery of such production to or for the account of the purchaser regardless of such production, or (2) grants an option or right of refusal to the purchaser to take delivery of such production in lieu of payment, and, in either of the foregoing instances, the Advance Payment is, or is to be, applied as payment in full for such production when sold and delivered or is, or is to be, applied as payment for a portion only of the purchase price thereof or of a percentage or share of such production; provided that inclusion of the standard "take or pay" provision in any gas sales or purchase contract shall not, in and of itself, constitute such contract as an Advance Payment Contract for the purposes hereof; (h) the holder shall quietly enjoy and possess the Mortgaged Properties; (i) Grantor and any guarantor of the Secured Indebtedness (hereinafter defined) are now in a solvent condition; (j) all financial statements, schedules, certificates, reports and other documents furnished by Grantor and any guarantor of the Secured Indebtedness to the holder in connection with the Secured Indebtedness are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not materially misleading; (k) no bankruptcy or insolvency proceedings are pending contemplated or threatened by or against Grantor and any guarantor of the Secured Indebtedness, except as disclosed in the Loan Agreement; and (l) no other judicial or administrative actions, suits or proceedings are pending, contemplated or threatened by or against Grantor and any guarantor of the Secured Indebtedness except as otherwise disclosed in the Loan Agreement.

ARTICLE 2
SECURED INDEBTEDNESS

2.1 This Deed of Trust is given to secure payment and performance of the following indebtedness, obligations and liabilities, to wit:

(a) That certain Promissory Note of even date herewith in the original principal amount of SEVENTY-FIVE MILLION DOLLARS ($75,000,000.00), executed by Grantor, as maker, payable to the order of Bank, and containing usual and customary provisions for collection and attorneys' fees (hereinafter referred to as the "Note"), and any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for the Note, or any part thereof;

(b) All indebtedness, obligations and liabilities of Grantor arising pursuant to the provisions of any loan agreement, whether now existing or hereafter arising, executed or to be executed by and between Grantor and Bank, including, without limitation, the Loan Agreement, and all supplements, amendments, restatements, modifications and replacements thereof or therefor, together with any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for any such indebtedness, obligations and liabilities, or any part thereof, and, further, including, without limitation, all "Obligations," as that term is defined in the Loan Agreement, payable, due or owing to the Bank;

(c) All indebtedness, obligations and liabilities of Grantor to Bank, or any affiliate thereof, arising under or in connection with any contract, agreement or transaction, including, without limitation, letters of credit or other credit enhancement facilities, between or among Grantor and Bank, or any affiliate thereof, as the case may be, for the hedging or forward sale of crude oil, natural gas, or other commodities, including, but not limited to, swaps, caps, collars and other futures transactions, together with any substitutions or replacements of any such contract, agreement or transaction;

(d) All indebtedness, obligations and liabilities arising pursuant to the provisions of this Deed of Trust, and any and all other deeds of trust, mortgages, indentures, security agreements, pledge agreements, collateral mortgages, collateral chattel mortgages, assignments, or other conveyances, whether now existing or hereafter arising, and all supplements, amendments, restatements, modifications and replacements thereof or therefor, executed or to be executed by Grantor or any guarantor of the Secured Indebtedness to or for the use and benefit of Bank, together with any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for any such indebtedness, obligations and liabilities, or any part thereof (hereinafter collectively referred to as the "Security Instruments");

(e) All loans and advances which Bank may hereafter make to Grantor and any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of any and all such loans and advances, or any part thereof; and

(f) All other and additional debts, obligations and liabilities of every kind and character of Grantor now existing or hereafter arising in favor of Bank, regardless of whether such debts, obligations and liabilities are direct or indirect, primary or secondary, joint, several or joint and several, fixed or contingent, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by Bank, be or have been payable to, or be or have been in favor of, some other persons or have been acquired by Bank in a transaction with one other than Grantor together with any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for any and all such debts, obligations, and liabilities, or any part thereof (it being contemplated that Bank may lend

additional sums of money to Grantor from time to time, but shall not be obligated to do so, and that all such additional sums and loans shall be part of the "Secured Indebtedness" as hereinafter defined).

The term "Secured Indebtedness", as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to above in Subsections (a) through (f), inclusive, of this Section 2.1. The term "holder", as used herein, shall mean the holder or holders of the Secured Indebtedness or any part thereof.

ARTICLE 3
COVENANTS

3.1 The covenants, agreements and undertakings of Grantor contained in this Deed of Trust, whether in this Article 3 or elsewhere, are made by Grantor for Grantor and Grantor's Successors.

3.2 Grantor hereby covenants, agrees and specifically undertakes hereby:

(a) To maintain, preserve and keep or cause to be maintained, preserved and kept Grantor's interests in the Mortgaged Properties and all appurtenances thereto, including, without limitation, all buildings, improvements, machinery, equipment, pipelines, fixtures and other personal property of every kind and character, in respect of the Leases, in thorough repair, working order and condition, and from time to time, at Grantor's own expense, do or cause to be done all necessary and proper repairs, renewals, replacements and substitutions of the Mortgaged Properties and all appurtenances thereto, so that at all times the state and condition of the Mortgaged Properties and all appurtenances thereto will be fully preserved and maintained;

(b) To permit or cause to be permitted the holder, its agents, employees and representatives, at their own risk, to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well or wells at any time drilled or being drilled thereon, and to strap, gauge, measure and inspect any and all tanks at any time on the Mortgaged Properties or holding oil, gasoline or casinghead gasoline therefrom; and Grantor shall do or cause to be done all things necessary and/or proper to enable the holder to exercise said rights whenever it so desires;

(c) To promptly notify the holder in writing if the validity or priority of this Deed of Trust or any of the rights, titles, liens or security interests created or evidenced hereby with respect to the Mortgaged Properties, or any part thereof, shall be questioned, attacked or endangered, directly or indirectly, and do or cause to be done all things necessary and/or proper to protect, warrant and defend title to the Mortgaged Properties unto the holder and its successors and assigns at Grantor's sole expense against all persons whomsoever claiming an interest therein or a lien thereon, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise; and upon demand Grantor agrees to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property or affecting the holder's rights, titles, liens or security interests hereunder, including, without limitation, reasonable fees to the holder's attorneys, and Grantor will indemnify and hold the holder harmless from and against any and all costs and expenses, including, without limitation, any and all costs, loss, damage or liability which the holder may suffer or incur by reason of the failure of the title to all or any part of the Mortgaged Properties, or by reason of the failure or inability of Grantor, for any reason, to convey the rights, titles, liens and security interests which this Deed of Trust purports to mortgage, create or assign, and all amounts at any time so payable by

Grantor shall be secured by the lien and security interest hereof and by the assignment of production herein contained;

(d) At any time and from time to time, upon request by the holder and at Grantor's sole expense, forthwith to execute and deliver or cause to be executed and delivered to the holder and to record, file or register, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents;

(e) To promptly furnish the holder with the financial information, statements, and reports required to be furnished to Bank in accordance with the Loan Agreement;

(f) To pay all Secured Indebtedness in accordance with the terms thereof or hereof, or when the maturity thereof be accelerated in accordance with the terms thereof or hereof;

(g) To promptly pay and discharge or cause to be promptly paid and discharged all rentals, delay rentals, royalties and indebtedness accruing under, and to perform or cause to be performed each and every act, matter or thing required by each and all of the assignments, deeds, Leases, subleases, contracts and agreements comprising a part of or affecting Grantor's interests in the Mortgaged Properties, and to do or cause to be done all other things necessary to keep unimpaired Grantor's rights with respect thereto and to prevent any forfeiture thereof or default thereunder;

(h) To do or cause to be done such development work as may be reasonably necessary to the prudent and economical operation of the Mortgaged Properties in accordance with the generally accepted practices of prudent operators in the industry, including all actions that may be appropriate to protect from diminution the productive capacity of the Mortgaged Properties and each producing well thereon, including, without limitation, cleaning out and a reconditioning each well from time to time, plugging and completing at a different level or formation each such well, drilling a substitute or replacement well to conform to changed spacing regulations or to remedy any mechanical, engineering or operational difficulty encountered during the life of each such well, and to protect the Mortgaged Property against drainage whenever, and as often as, is prudently necessary;

(i) To promptly correct and cure any defect, error or omission which may be discovered in the contents of this Deed of Trust or in any other Security Instrument or in the execution or acknowledgement hereof or thereof and in connection therewith, promptly execute, acknowledge and deliver to the holder any and all such corrective or curative instruments as the holder may in its sole and absolute discretion deem necessary or appropriate, and pay all costs and expenses, including, without limitation, the reasonable attorneys' fees of the holder, in connection with any of the foregoing;

(j) Keep, or cause to be kept, such part of the Mortgaged Properties which is of an insurable nature and of a character usually insured by Persons operating similar properties, insured in all respects in accordance with the Loan Agreement;

(k) Not sell, trade, transfer, assign, exchange, farmout, sublease, convey, mortgage, pledge, destroy, remove or otherwise dispose of the Mortgaged Properties, or any part thereof, except for the sale of hydrocarbons produced from or attributable to the Mortgaged Properties, in

compliance with the terms and conditions of this instrument and the Security Instruments; and

(l) To comply in all respects with the affirmative and negative covenants contained in the Loan Agreement, as the same may be supplemented, amended, modified and replaced from time to time.

3.3 Any and all covenants contained in this Deed of Trust may from time to time, by instrument in writing signed by the holder and delivered to Grantor, be waived to such extent and in such manner as the holder may consider appropriate; but no such waiver shall at any time affect or impair the holders rights or liens hereunder, except to the extent so specifically stated in such written instrument.

3.4 As to any part of the Mortgaged Properties which may be comprised of interests in the Leases which are other than working interests or which may be operated by a party or parties other than Grantor, Grantor's covenants as expressed in this Article 3 are modified to require that Grantor use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Leases or properties, including, without limitation, the exercise by Grantor of all rights under any operating agreements to which Grantor is a party.

ARTICLE 4
DEFAULTS AND REMEDIES

4.1 The term "Event of Default", as used herein, shall mean the occurrence of any one or more of the following events:

(a) Any Event of Default specified in the Loan Agreement, any of the Security Instruments or any other agreement or contract existing at the date hereof or hereinafter entered into between Grantor and Bank shall have occurred or any supplement, amendment modification or replacement for any such agreement; and/or

(b) The title of Grantor or Bank to the Mortgaged Properties, or a substantial part thereof, becomes the subject matter of litigation or other judicial proceeding which, in the good faith opinion of Bank, would likely result in substantial impairment or loss of the lien and security interest intended to be created by this Deed of Trust;

then, upon the occurrence of any such Event of Default, the Bank shall have all of the rights and remedies provided for in the Loan Agreement.

4.2 If Grantor, or either of them, should fail, refuse or be unable to pay any sum of money herein covenanted to be paid by Grantor, or fail, refuse or be unable to observe, keep or perform any additional covenant, agreement or undertaking whatsoever contained in this Deed of Trust, the holder may, but shall not be obligated to, pay said sums of money, or perform or attempt to perform any such covenant, agreement or undertaking and any such payment so made or expense reasonably incurred in the performance or attempted performance of any such covenant, agreement or undertaking shall be, and is hereby declared by Grantor to be, a part of the Secured Indebtedness, and Grantor promises, upon demand, to pay to the holder at the office of Bank set forth hereinabove all sums so advanced or paid by the holder, with interest at the highest lawful rate per annum from the date paid or incurred by the holder. No such payment by the holder shall in any way be considered or constitute a waiver of any such default or of the holder's right to declare the Secured Indebtedness at once due and payable. In addition to the lien and security interest hereof, the holder shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment for the payment of which it shall have made such advance.

4.3 Upon the occurrence of an Event of Default, the holder may, at its option, in addition to any and every other remedy, request Trustee to proceed with foreclosure, and in such event, Trustee is hereby authorized and empowered, and it shall be its special duty, upon such request of holder, to sell the Mortgaged Properties, as a whole or in lots or parcels, as Trustee may deem proper, to the highest bidder or bidders, for cash, at the courthouse door of the county in the State of Texas wherein the Mortgaged Properties, then subject to the lien hereof, are situated, provided that if any of the Mortgaged Properties be situated in more than one county, such sale shall be made in any county in the State of Texas wherein any part of such Mortgaged Properties subject to the lien hereof is situated. Any such sale shall be made at public outcry, between the hours of ten o'clock (10:00) a.m. and four o'clock (4:00) p.m. and at a time not later than three (3) hours from the time set forth in the notice hereinafter described, on the first Tuesday in any month after advertising the time, place and terms of the sale of the Mortgaged Properties, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the courthouse door of the county where said Mortgaged Properties are situated and by filing such notice with the County Clerk of such county (provided that where any of the Mortgaged Properties are situated in more than one county the notice to be posted and filed for record as herein provided shall be posted at the courthouse door of each of such counties where said Mortgaged Properties are situated, and filed for record in each of such counties, and the notices so posted and filed for record shall designate the county where the Mortgaged Properties will be sold), which notice may be posted and filed for record by Trustee acting, or by any person acting for him, and the holder has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the Secured Indebtedness according to the records of holder, by the deposit of such notice, enclosed in a post-paid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of holder, in a post office or official depository under the care and custody of the United States Postal Service, and after such sale to make to the purchaser or purchasers thereunder good and sufficient deeds and assignments, in the name of Grantor, conveying said property so sold to the purchaser or purchasers with general warranty of title by Grantor. The sale of any part of the Mortgaged Properties shall not exhaust the power of sale, but sales may be made from time to time until all property is sold or the Secured Indebtedness is paid in full. 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. To the extent permitted by applicable law, any sale hereunder may be adjourned by announcement at the time and place appointed for such sale, without further notice except as may be required by applicable law.

4.4 Upon the occurrence of an Event of Default, the Trustee and/or the holder may, at their option, and are hereby authorized, prior or subsequent to the exercise of any remedies under Section 4.3 hereof, to enter upon the Mortgaged Properties, or any part thereof, and to take possession of the Mortgaged Properties in the possession of Grantor or Grantor's Successors, and may exclude Grantor or Grantor's Successors, and all persons claiming under Grantor, wholly or partly therefrom; and, holding the same, the Trustee and/or the holder may exercise without interference from Grantor or Grantor's Successors, any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Properties, and the Trustee and/or the holder may use, administer, manage, operate and control the Mortgaged Properties and conduct the business thereof to the same extent as Grantor or Grantor's Successors might at the time do and may exercise all rights and powers of Grantor, in the name, place and stead of Grantor, or otherwise as the Trustee and/or the holder shall deem best. All reasonable costs, expenses and liabilities of every character incurred by the Trustee and/or the holder shall be a demand obligation owed by Grantor to holder and shall bear interest at the highest lawful rate per annum and shall constitute a portion of the Secured Indebtedness and shall be secured by this Deed of Trust and all of the Security Instruments. If necessary to obtain the possession provided for hereinabove, the Trustee and/or the holder, as the case may be, may invoke any one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by the Trustee and/or the holder pursuant to this Section 4.4, neither the Trustee nor the holder

shall be liable for any loss sustained by Grantor resulting from any act or omission of the Trustee or the holder in managing the Mortgaged Properties, unless such loss is caused by the willful misconduct or bad faith of the holder or the Trustee. Grantor hereby agrees to indemnify and hold harmless the Trustee and the holder from and against any and all liability, loss or damage which may be incurred by reason of the exercise of rights or remedies hereunder. Should the holder or Trustee incur any such liability by reason of this Deed of Trust or the exercise of rights or remedies hereunder or in defense of any such claims or demands, the amount thereof, including without limitation, costs, expenses and reasonable attorneys' fees, shall be a demand obligation owing by Grantor to the holder or the Trustee, as the case may be, and shall bear interest each day from the date incurred until paid at the highest lawful rate per annum and shall be a part of the Secured Indebtedness and shall be secured by this Deed of Trust and all of the Security Instruments. Grantor hereby consents to, ratifies and confirms any and all actions of the holder or the Trustee with respect to the Mortgaged Properties taken under this Section 4.4.

4.5 Trustee is authorized to receive the proceeds of said sale or sales made pursuant to Section 4.3 hereof and apply the same as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trust, including but not limited to a reasonable fee to Trustee, not to exceed five percent (5%) to be calculated upon the amount realized at said sale; Second, to the payment of the Secured Indebtedness in such order as the holder shall elect; and Third, the balance, if any, remaining after the full and final payment of the Secured Indebtedness, to Grantor or Grantor's Successors.

4.6 It is agreed that in any deed or deeds given by Trustee or any substitute Trustee duly appointed hereunder, any and all statements of fact or other recitals therein made as to the identity of the holder or as to the occurrence or existence of any default, or as to the acceleration of the maturity of the Secured Indebtedness, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any act or thing having been duly done by the holder, or any of them if there be more than one, or by the Trustee or any substitute Trustee, shall be taken by all courts of law and equity as prima facie evidence that the said statements of recitals state facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee, or any substitute Trustee, may lawfully do in the premises by virtue hereof.

4.7 In case the lien and security interest thereof shall be foreclosed by Trustee's sale or by judicial action, the purchaser at any such sale shall receive, as an incident to its ownership, immediate possession of the property purchased, and Grantor agrees for Grantor and for all persons claiming under Grantor, that if Grantor or any such person shall hold possession of said property, or any part thereof, subsequent to foreclosure, Grantor or the parties so holding possession shall be considered as tenants at sufferance of the purchaser at foreclosure sale, and anyone occupying the property after demand for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

4.8 Upon the occurrence of an Event of Default, the holder may, at its election, or Trustee may upon written request of the holder, proceed by suit or suits, at law or in equity, to enforce the payment of the Secured Indebtedness in accordance with the terms hereof and of the notes or other instruments evidencing it, to foreclose the lien and security interest of this Deed of Trust as against all or any portion of the Mortgaged Properties, and to have said properties sold under the judgment or decree of a court of competent jurisdiction. On or at any time after the filing of judicial proceedings to protect or enforce the rights of the holder, the holder, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Grantor, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, and of the income, rents, issues, products, profits and proceeds thereof.

4.9 It is agreed that Bank or any other holder may be the purchaser of the Mortgaged Properties, or of any part thereof, at any sale thereof whether such sale be under the power of sale hereinabove vested in Trustee or upon any other foreclosure of the lien and security interest hereof or otherwise, and Bank or other holder so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Properties so purchased, free of the lien and security interest of these presents.

4.10 To the full extent permitted by applicable law, Grantor agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor and Grantor's Successors, and for any and all persons claiming any interest in the Mortgaged Properties, hereby waives and releases, except as expressly provided herein, all rights of redemption, valuation, stay of execution, notice of intention or the election to accelerate the Secured Indebtedness and all rights to a marshalling of assets of Grantor, including the Mortgaged Properties, or to a sale on inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created.

4.11 The rights and remedies hereinabove expressly conferred are cumulative of all other rights and remedies herein, or by law or in equity provided, and shall not be deemed to deprive the holder 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 the notes or other instruments evidencing the Secured 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.

4.12 In the event the Mortgaged Properties, or any part thereof, shall be located in any state other than the State of Texas, the procedures for foreclosure and all other provisions of this Article 4 relating to remedies upon default and related matters shall be modified to the extent necessary to comply with the laws of the state where such properties are located. It is the intent of Grantor that this Deed of Trust shall be legal and enforceable in any state where the Mortgaged Properties, or any part thereof, are located and that the provisions hereof shall be modified only to the extent necessary to comply with the laws of such state, and that all other provisions contained herein shall be in no way affected or impaired by the necessity to so modify some or all of the provisions of this Article 4.

ARTICLE 5
ASSIGNMENT OF PRODUCTION

5.1 In order further to secure the payment of the Secured Indebtedness, Grantor does hereby TRANSFER, ASSIGN, and CONVEY unto and in favor of the holder all of the interest of Grantor in the oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and other minerals (herein collectively referred to as the "Hydrocarbons"), in and under, or which may be produced from, the Mortgaged Properties, or allocated thereto pursuant to pooling or unitization of the Leases or otherwise, together with all accounts, contract rights, general intangibles, products and proceeds arising from or derived from the sale, transfer or other disposition of such Hydrocarbons on and after the date of the execution of this Deed of Trust.

5.2 The foregoing assignment is made upon, and subject to, the following terms:

(a) The holder may give written or telegraphic notice to all of the parties producing, purchasing, taking, possessing or receiving any such Hydrocarbons, or having in their possession any such Hydrocarbons belonging to Grantor or such proceeds for which they or others are accountable to the holder by virtue of the provisions of this Section 5.2, to hold and dispose of such Hydrocarbons for the account of the holder and to

make payment of such proceeds direct to the holder at its principal office, and the holder shall thereafter receive, collect and retain, subject to the provisions of Section 5.5, as part of the Mortgaged Properties, all such Hydrocarbons, all for the benefit and further security of the Secured Indebtedness.

(b) All parties producing, purchasing, taking, possessing, processing or receiving any such Hydrocarbons, or having in their possession any such Hydrocarbons or such proceeds for which they or others are accountable to the holder by virtue of the provisions of this Section 5.2, are authorized and directed by Grantor, upon receipt of notice by the holder given pursuant to Subsection 5.2(a) above, to treat and regard the holder as the assignee and transferee of Grantor and entitled in its place and stead to receive such Hydrocarbons and proceeds; and such parties and each of them shall be fully protected in so treating and regarding the holder and shall be under no obligation to see to the application by the holder of any such proceeds received by it. Until such notice is received by such parties, payment of all proceeds attributable to such Hydrocarbons shall be payable directly to Grantor. Without in any way limiting the effectiveness of the authorization and direction in the next preceding sentence, if Grantor shall receive any such proceeds which under this Section 5.2 are receivable by the holder, Grantor will hold the same in trust and will remit such proceeds, or cause such proceeds to be remitted, immediately, to the holder.

(c) Without limiting the foregoing provisions of this Article 5, Grantor stipulates that this Article 5 is intended to grant to the holder a security interest in Grantor's interest in the Hydrocarbons to be extracted from or attributable to the Mortgaged Properties, and in and to the proceeds resulting from the sale thereof at the well head.

5.3 Grantor covenants, agrees and specifically undertakes hereby, to cause, after Bank shall have so requested, all pipeline companies or other purchasers of the Hydrocarbons to pay promptly to the holder at its principal office, Grantor's interest in the proceeds derived from the sale thereof, in accordance with the terms of this assignment, and forthwith to execute, acknowledge and deliver to such pipeline companies and other purchasers such further and proper division orders, transfer orders, certificates and other documents as may be necessary or proper to effect the intent of these presents; and the holder shall not be required at any time, as a condition to its right to obtain the proceeds of the Hydrocarbons, to warrant its title thereto or to make any guaranty whatsoever. In addition, and without limitation, Grantor covenants, agrees and specifically undertakes hereby, to provide to the holder the name and address of every pipeline company or other purchaser of the oil, gas and other minerals produced from or allocated to the Mortgaged Properties when determined, together with a copy of the applicable purchase and sales contracts. All expenses incurred by the holder in the collection of such proceeds shall be repaid promptly by Grantor; and prior to such repayment, such expenses shall be a part of the Secured Indebtedness.

5.4 Without limitation upon any of the foregoing, Grantor hereby designates and appoints the holder as Grantor's true and lawful agent and attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as the holder may from time to time prescribe), with full power and authority, for and on behalf of and in the name of Grantor and only upon an Event of Default, to execute, acknowledge and deliver all such division orders, transfer orders, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of the holder, be necessary or proper to effect the intent and purpose of the assignment contained in this Article 5; and to demand, collect, receive and sue for, in the holder's own name or in the name of Grantor, all cash, other distributions or proceeds due or which may become due to Grantor by virtue of the Mortgaged Properties or any part thereof or interest therein, with the absolute right in the holder to rehypothecate, pledge, compromise, settle or discharge the

same and to do all acts and things necessary or convenient for any such purpose, including, without limitation, the right to give good and sufficient receipts and releases; to endorse the name of Grantor upon any and all checks, drafts, money orders and other instruments for the payment of monies which are payable to Grantor and constitute collections on the Mortgaged Properties; and to perform such other and further acts and deeds in the name of Grantor which the holder may deem necessary and appropriate; and Grantor shall be bound thereby as fully and effectively as if Grantor had personally executed, acknowledged and delivered any of the foregoing certificates or documents; as if Grantor had personally demanded, collected, received and/or sued for any and all cash, other distributions or proceeds; as if Grantor had personally done any and all acts and things necessary or convenient for any such purpose; as if Grantor had personally endorsed Grantor's own name upon any and all checks, drafts, money orders and other instruments; and as if Grantor personally performed such other and further acts and deeds in Grantor's own name which the holder deemed necessary and appropriate; PROVIDED, HOWEVER, notwithstanding anything contained herein to the contrary, the Assignment of Production contained in Section 5.1 hereof, and the holders rights thereunder, shall be absolute and shall not be conditioned upon the occurrence of an Event of Default. The powers and authorities herein conferred on the holder may be exercised by the holder through any person who, at the time of exercise, is an officer of the holder. The power of attorney conferred by this Section 5.4 is granted for valuable consideration and coupled with an interest and is irrevocable so long as the Secured Indebtedness, or any part thereof, shall remain unpaid. All persons dealing with the holder, or any substitute, shall be fully protected in treating the powers and authorities conferred by this Section 5.4 as continuing in full force and effect until advised by the holder that the Secured Indebtedness is fully and finally paid.

5.5 All proceeds received by the holder in collected funds pursuant to this Article 5 shall be placed in a collateral collection account at Bank, and the holder is hereby authorized to apply all such proceeds as follows: First, to the payment of all necessary costs and expenses incident to the receipt and collection of such proceeds; Second, to the payment of the Secured Indebtedness in such order as the holder shall elect; and Third, the balance, if any, remaining after the full and final payment of the Secured Indebtedness, to Grantor or Grantors Successors.

5.6 Should any person or entity now or hereafter purchasing or taking any part of the Hydrocarbons fail to make payment promptly to the holder for the purchase price of such Hydrocarbons, after notice pursuant to this Article 5, the holder shall have the right to make or to require Grantor to make, a change of connection and the right to designate or approve the purchaser with whose facilities a new connection shall be made, and the holder shall be without liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

5.7 The holder shall never be under any obligation to enforce the collection of the funds assigned to it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection of such funds, but it shall only be accountable for the sums that it shall actually receive.

ARTICLE 6
SECURITY AGREEMENT

6.1 With respect to all personal property and fixtures comprising a part of the Mortgaged Properties, together with all proceeds and products thereof (hereinafter collectively referred to as the Collateral"), this Deed of Trust shall likewise be a security agreement, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the Secured Indebtedness, Grantor hereby grants to Bank a security interest in the Collateral including, without limitation, all rights now owned and at any time hereafter acquired by Grantor in all (a) oil, gas and other minerals produced from or allocated to the

Mortgaged Properties, (b) accounts, chattel paper and general intangibles arising in connection with the sale or other disposition of such production, or otherwise associated with the Mortgaged Properties, and (c) equipment, materials, other personal property, and fixtures at any time used on or in connection with the Mortgaged Properties or in connection with such production, (d) geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Mortgaged Properties, and the Hydrocarbons which are in the possession of Grantor or in which Grantor can otherwise grant a security interest, and all books, files, records, seismic data, magnetic media or other forms of recording or obtaining access to such data, together with all accessions, additions, proceeds, products, replacements, substitutions, and modifications to or for any of the foregoing.

6.2 Grantor hereby assigns to Bank Grantor's security interests and liens and all other interests of Grantor arising pursuant to or perfected by any instrument to which Grantor is a party affecting real property in which Grantor is an interest owner, as provided in Section 9.319 of the Texas Business and Commerce Code (and as provided in any similar provisions, if any, of the Uniform Commercial Code as enacted in any other state where the Mortgaged Properties, or any part thereof, are situated), by virtue of the first sale of Hydrocarbons produced from the Mortgaged Properties.

6.3 Grantor represents and warrants that, except for any financing statement now in force filed by Bank, or Bank's predecessor-in-interest in and to the Original Deed of Trust, or as shown on Exhibit "A", no financing statement covering the Collateral, or any part thereof, has been filed with any filing officer, and no other security interest now in force has attached or been perfected in the Collateral, or any part thereof.

6.4 This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all of the Collateral which is or will become fixtures related to the Lands and Leases and is to be filed for record as a financing statement in the real estate records of each county where any part of the Mortgaged Properties (including such fixtures) is situated. Such of the Mortgaged Properties which constitute minerals or the like (including oil and gas) or accounts subject to subsection (e) of Section 9.103 of the Texas Business and Commerce Code (and to similar provisions, if any, of the Uniform Commercial Code as enacted in any other state where the Mortgaged Properties are situated) are or will be financed at the wellhead or minehead of the well or mine located on the Lands described in Exhibit "A". This Deed of Trust shall also be effective as a financing statement covering such minerals or the like (including oil and gas) and such accounts, and, where so permitted or required, is to be filed for record as such a financing statement in the real estate records for each county where a mortgage on the Mortgaged Properties would be filed or recorded. The above goods are or are to become fixtures on the Lands. The record owner of the real estate interest covered by this Deed of Trust is Grantor.

ARTICLE 7
MISCELLANEOUS

7.1 Upon the full and final payment of the Secured Indebtedness, this Deed of Trust shall be extinguished and be of no further force and effect; and the Mortgaged Properties shall become wholly free and clear hereof and all of the property as assigned hereby shall be automatically reassigned to Grantor without any further act being required; and the holder, upon the request and at the expense of Grantor, shall promptly deliver to Grantor such instruments evidencing the Secured Indebtedness, marked "PAID", and execute and deliver to Grantor and others a release of this Deed of Trust and such other instruments of satisfaction as may be appropriate.

7.2 The rights, titles, interests, liens and powers hereunder are cumulative of each other and of all other rights, titles, interests, liens' and powers which may now or hereafter exist to secure the payment of the Secured Indebtedness to the holder, or any part thereof. The security herein and hereby provided shall not affect or be affected by any

other Security Instrument or by any other or further security heretofore or hereafter taken for the Secured Indebtedness or any part thereof. Grantor, for Grantor and Grantor's Successors, and for any and all persons ever claiming any interest in the Mortgaged Properties, hereby waives all rights of marshalling in event of foreclosure of the lien hereby created. No failure to exercise and no delay in exercising on the part of the holder any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

7.3 For all purposes of this instrument, the post office address of Bank shall be: P.O. Box 665415, Dallas, Texas 75265-5415, Attention: Reed V. Thompson, Vice President, and the post office address of Grantor shall be: 3 Lincoln Centre, Suite 900, 5430 LBJ Freeway, Dallas, Texas 75240.

7.4 No provision herein or in any promissory note, instrument, or any other loan document executed by Grantor evidencing the Secured Indebtedness shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect as provided for herein or in any such promissory note, instrument, or any other loan document, the provisions of this Section 7.4 shall govern, and Grantor shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all promissory notes, instruments and other loan documents executed by Grantor evidencing the Secured Indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

7.5 These presents shall be binding upon the Grantor and Grantor's Successors, and shall inure to the benefit of the holder, its successors and assigns, and shall be covenants running with the Lands.

7.6 In the event that any one or more of the provisions contained in this Deed of Trust shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.7 THIS DEED OF TRUST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT IN THOSE INSTANCES WHERE THE MORTGAGED PROPERTIES COVERED HEREBY ARE LOCATED IN STATES OTHER THAN THE STATE OF TEXAS. IN SUCH EVENT, THE LAW IN FORCE IN THE STATE WHERE THE MORTGAGED PROPERTIES ARE LOCATED SHALL GOVERN THE CONSTRUCTION OF THIS DEED OF TRUST.

7.8 This Deed of Trust has simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original, and all of which are identical except that, to facilitate recordation, in any particular counterpart, portions of Exhibit A which describe properties and interests situated in counties other than the county in which such particular counterpart is to be recorded may have been omitted.

7.9 The use of any particular pronoun herein shall mean and be construed to include the plural and singular number of such pronoun, whenever and wherever appropriate and applicable, and shall mean and be construed to include the masculine, feminine or neuter gender of such pronoun, whenever and wherever appropriate and applicable.

7.10 In reaching any opinion, making any determination or requirement, or issuing any request, Bank shall act in good faith and in a reasonable manner.

7.11 The effective date of the assignment contained in Article 5 is the date of execution of this Deed of Trust at 7:00 o'clock a.m.

7.12 THIS DEED OF TRUST REPRESENTS THE FINAL AGREEMENT OF THE PARTIES WITH RESPECT TO THE CONTENTS HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.13 Grantor hereby acknowledges that the NationsBank Note and the Original Mortgage have been transferred as described herein, that the Original Comerica Note has been transferred as described herein, that the New Comerica Note and the Original Mortgage and the Acquisition Mortgage have been transferred as described herein, that the NationsBank Note was substituted, replaced, renewed, and extended by the Original Comerica Note, and that the Original Comerica Note was substituted, replaced, renewed and extended by the New Comerica Note and the 12/28/94 Bank One Note. By this instrument, the liens created by the Original Mortgage and the Acquisition Mortgage are hereby renewed, extended, continued, amended, restated and supplemented. It is the intention of Grantor and the Bank that the Bank is subrogated to all of the rights of Comerica and NationsBank under the NationsBank Note, the Original Comerica Note, the New Comerica Note, the Original Mortgage and the Acquisition Mortgage, and all liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue thereof, and that the Note is given in substitution, replacement, renewal and extension, and not in novation or extinguishment of, the obligations of the parties under the NationsBank Note, the Original Comerica Note, and the New Comerica Note and the 12/28/94 Bank One Note.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed as of the 27th day of December, 1995.

ATTEST:

[S E A L]

Asst. Secretary

GULF COAST PACKAGE, LTD.,
a Texas limited partnership

By: Eland Energy, Inc., its
General Partner

By: _____
Name: Tim Allen
Title: President of Eland Energy, Inc.

ATTEST:

[S E A L]

Asst. Secretary

ELAND ENERGY, INC.
a Texas corporation

By: _____
Name: Tim Allen
Title: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 27, 1995, by Tim Allen, President of ELAND ENERGY, INC., a Texas corporation, on behalf of said corporation.

Virginia S. Kassel
Notary Public in and for the
State of Texas

My Commission Expires:

Virginia S. Kassel
Notary Public, State of Texas
My Comm. Expires 06/25/97

Typed or Printed Name of Notary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 27, 1995, by Tim Allen, President of ELAND ENERGY, INC., a Texas corporation, General Partner of GULF COAST PACKAGE, LTD., a Texas limited partnership, on behalf of said partnership.

Virginia S. Kassel
Notary Public in and for the
State of Texas

My Commission Expires:

Virginia S. Kassel
Notary Public, State of Texas
My Comm. Expires 06/25/97

Typed or Printed Name of Notary

Schedule 1

SUBLETTE COUNTY, WYOMING

Original Mortgage

None filed in Sublette County, Wyoming.

Acquisition Mortgage

1. Book 100 046, Page 440

[redacted] [redacted] [redacted]

EXHIBIT A

All lands, oil, gas and mineral leases, oil, gas and mineral interests and other interests and property of every kind and character, described, referenced or referred to in this Exhibit A and in the Original Mortgage and the Acquisition Mortgage, identified and referenced on Schdedule 1 to the instument to which this Exhibit A is attached, which descriptions or references are hereby incorporated herein.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Ten and 00/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, PAINTBRUSH PETROLEUM CORPORATION, 330 S. CENTER, SUITE 402, CASPER, WYOMING 82601, as Assignor, does hereby sell, assign and set over unto ELDON D. REED, TRUSTEE OF THE SOUTHFORK ROYALTY TRUST, 330 S. CENTER, SUITE 402, CASPER, WYOMING 82601, Assignee, as an overriding royalty free and clear of all costs of production, an undivided ONE PERCENT OF EIGHT-EIGHTHS(1% OF 8/8THS) of all oil and gas and other minerals which may be produced and saved under and pursuant to those Federal Oil and Gas Leases more fully described on Exhibit "A", attached hereto and made a part hereof, or any extensions thereof, covering lands in the County of SUBLETTE, State of WYOMING.

In the event any Lease or Leases cover less than a full and undivided interest, then the Overriding Royalty Interest conveyed herein shall be proportionately reduced on the Lease or Leases so affected. Said Overriding Royalty, which is set forth in the Assignment, shall be computed and paid on the same basis, in the same manner, at the same time and on the same products, substances and elements, as is the Royalty payable to the Lessor.

THIS ASSIGNMENT is made without covenants of warranty, either express or implied.

EXECUTED THIS 1ST day of MAY, 1995.

ATTEST:

PAINTBRUSH PETROLEUM CORPORATION

BRICE G. CARPENTER, ASSISTANT SECRETARY

BY: John L Wroble

JOHN L. WROBLE, PRESIDENT

State of WYOMING)
ss. ACKNOWLEDGMENT (For use by Corporation)
County of NATRONA)

On this 1ST day of MAY, A. D., 1995, before me personally appeared JOHN L. WROBLE, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of PAINTBRUSH PETROLEUM 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 L. WROBLE acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1ST day of MAY, A. D., 1995.

MARL[illegible] Notary Public
County of Natron[illegible]
State of Wyoming
My commission Expires Aug 20, 1998

(SEAL)

Notary Public

My Commission expires: AUGUST 20, 1998

255787

RECORDED Jan 30 1996 840A M
IN BOOK 103 Oth 4 PAGE 45
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

There is not a page 44.

EXHIBIT "A"

PAGE: 1 OF 1
ATTACHED TO: ASSIGNMENT OF ORRI
BETWEEN: PAINTBRUSH PETROLEUM CORPORATION
AND ELDON D. REED, TRUSTEE OF THE SOUTHFORK ROYALTY TRUST
DATED: MAY 1, 1995

STATE OF: WYOMING
COUNTY OF: SUBLETTE

LEASE NUMBER	LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	DESCRIPTION	NET ACRES
W-38887	U.S.A.	HOWELL SPEAR	04/01/73	T. 29 N., R. 114 W., 6TH P.M. Section 4: Lot 4, S½NE¼, SWNW, S½ 5: Lots 1,2,3, S½N½,S½	1,000.90

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ASSIGNMENT, CONVEYANCE AND BILL OF SALE
BY AND BETWEEN ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., A TEXAS LIMITED LIABILITY COMPANY AND WOLD OIL PROPERTIES, INC.

255801

RECORDED January 31 1996 10:00 AM
IN BOOK 103 OR 6 PAGE 47
FEES 20.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sachs

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 **ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**, whose address is One Park Ten Place, Suite 390, 16365 Park Ten Boulevard, Houston, Texas 77084 (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, Bill of Sale and Conveyance dated effective as of January 1, 1994, by and between Corexcal, Inc., a Delaware corporation, as Assignor, and Ross-Steven 1994-1 Acquisition Program, L.L.C., a Texas limited liability company, as Assignee, recorded in the Sublette County, Wyoming records at Book 96 O&G, Page 335.

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, 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 31st day of October, 1995, but to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C.

By: _____

Title: PRESIDENT

ASSIGNEE:

ATTEST:

WOLD OIL PROPERTIES, INC.

By: _____
Peter I. Wold, Secretary

By: _____
John P. Wold, President

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., ASSIGNOR
WOLD OIL PROPERTIES, INC., ASSIGNEE

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS **)**

On this 31st **day of October, 1995, before me personally appeared** EARL E. ROSSMAN, JR. **to me personally known, who, being by me duly sworn, did say that he is the** PRESIDENT **of ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, by authority of its Managers and that he acknowledged the instrument to be the free act and deed of said company.**

Witness my hand and seal this 31st **day of October, 1995.**

F.J. MORENO NOTARY PUBLIC STATE OF TEXAS EXPIRES AUGUST 30, 1998

My Commission Expires:

_____

Notary Public
Address: _____

_____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

On this 19th **day of** ~~October,~~ JANUARY **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 19th **day of** ~~October,~~ JANUARY **1995**

EILEEN NOONAN NOTARY PUBLIC

My Commission Expires:

February 25, 1997

Eileen Noonan

Notary Public
Address: 1300 Manor Drive

Casper, WY 82609

EXHIBIT "A" – LEASE SCHEDULE
PAGE 1 OF 2

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
John A. Yates	United States of America	WYW-49634	April 1, 1975	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 8: 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: ALL
C. L. Scribner	United States of America	WYW-53107	January 1, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 30: E/2
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

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EXHIBIT "A" – LEASE SCHEDULE
PAGE 2 OF 2

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED EFFECTIVE AUGUST 1, 1995, BY AND BETWEEN ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
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
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
Chinook Roustabout Service, Inc.	State of Wyoming	76-342	May 2, 1976	TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M. Section 16: ALL

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[redacted] [redacted] [redacted]

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 ROSS-STEVEN 1994-1 ACQUISITION PROGRAM, L.L.C., AS ASSIGNOR, AND WOLD OIL PROPERTIES, INC., AS ASSIGNEE.

WELL NAME	WORKING INTEREST	LOCATION
Riley Ridge #17-34	1.09400%	SW/4SE/4 Section 17-T29N-R114W

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988, is from **ENERGETICS 1983 MID-YEAR LIMITED PARTNERSHIP**, with an address of 5613 DTC Parkway, Suite 750, P.O. Box 6525, Englewood, Colorado 80155-6525, (herein called "*Assignor*"), to **PRESIDIO EXPLORATION, INC.** (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, P.O. Box 6525, Englewood, Colorado 80155-6525, (herein collectively called "*Assignee*").

ASSIGNMENT

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, grants, bargains, sells, conveys and assigns to the Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "*Interests*"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule I attached hereto and made a part hereof (the "*Leases*"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule I (which land is herein called the "*Land*"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, described or reflected in Section II of Schedule I (herein called the "*Prospects*"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule I, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule I and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule I and all of such other joint ventures, partnerships, tax partnerships or their entities being hereinafter referred to collectively as the "*Joint Ventures*"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

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RECORDED Feb. 2, 1988 12:45PM
IN BOOK 103 OAG PAGE 53
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest;

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule I.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("*Old Energetics*"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflectedin the files of Oil Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information or relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The reference herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Energetics 1983 Mid-Year Limited Partnership,
by Presidio Exploration, Inc. (Successor by merger
to General Atlantic Energy Corporation, Successor
by merger to Energy Associates, Inc., Liquidating
General Partner)

ATTEST

BY: _____
Bruce De Boer
Corporate Secretary

BY: _____
Robert L. Smith
President

Dated this 28th day of December, 1995.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 28th day of December, 1995, by ROBERT L. SMITH, President of Presidio Exploration, Inc. a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My Commission expires:
October 4, 1997

_____
Notary Public in and for the
State of Colorado

BECKY J. EDINGTON NOTARY PUBLIC STATE OF COLORADO

SCHEDULE I

Attached to and made a part of Assignment, Bill of Sale and Conveyance
from Energetics 1983 Mid Year Limited Partnership to Presidio Exploration, Inc.,
(Successor by merger to General Atlantic Energy Corporation, successor by merger
to Energy Associates, Inc., Liquidating General Partner)

SECTION I

ATE: WYOMING
)UNTY: SUBLETTE
:OSPECT: TEAL

ASE M	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
44	ST WY TP-0050 PRESIDIO OIL COMPANY	02/07/1995		T 28 N R 112 W SEC 36: ALL
4523	YOSE CATTLE COMPANY BELCO PETROLEUM CORPORATION	12/17/1981	BK 64 PG 76	T 28 N R 112 W SEC 35: NW/4SE/4 INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO
1941	USA W-54471 ANGELO J. LIBERATORE	09/01/1976		T 28 N R 112 W SEC 35: LOTS 1, 2, 3. SE/4NE/4, S/2SE/4, NE/4SE/4
1947	USA W-87735 ENERGETICS OPERATING COMPANY	02/18/1985		T 28 N R 112 W SEC 25: LOTS 1, 3 & 6, SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4 SEC 35: LOT 1, SE/4NE/4

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SCHEDULE I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from Energetics 1983 Mid Year Limited Partnership to Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

SECTION II

PROSPECT NAME:	Teal
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties described on Schedule I, Section I.

SCHEDULE I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from Energetics 1983 Mid Year Limited Partnership to Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

SECTION III

Agreement of Ltd. Partnership for the Energetics 1983 Mid-Year Limited Partnership dated September 30, 1983 among Energetics Operating Company and Ann F. Lennartz, et al.

RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, INDENTURE, ASSIGNMENT, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

This instrument, dated as of the 14th day of December, 1995, is by and among KCS RESOURCES, INC., Federal Employer's Tax Identification No. 76-0413320, doing business as KCS Mountain Resources, Inc. (the "Mortgagor") and BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, whose address is 910 Travis, Houston, Texas 77002 ("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"), and 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, 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.

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed certain security instruments more particularly described in Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Security Instruments");

WHEREAS, the Security Instruments were executed and delivered to secure the payment or performance of certain indebtedness and other obligations of Mortgagor, as more fully described in the Security Instruments (the "Described Indebtedness"), which Described Indebtedness is, in part, evidenced by certain promissory notes described in the Security Instruments (the "Original Notes") executed by Mortgagor and delivered to Bank One;

WHEREAS, the Described Indebtedness, the Original Notes and the benefits of the mortgagee and secured party under the Security Instruments are owned and held by Bank One, as Agent; and

WHEREAS, the parties hereto desire to ratify and amend the Security Instruments as described hereinbelow;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AMENDMENT OF DESCRIBED INDEBTEDNESS. The Security Instruments are hereby amended so as to secure and enforce the payment and performance of, and to substitute for the Described Indebtedness, the following (the "Indebtedness"):

255878

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RECORDED Feb. 16 1996 11:00 AM
IN BOOK 1037 Page 59
FEES 22.00 Mary [illegible] CLERK
SUBLETTE COUNTY, WYO. By Cathy Sexton

(i) The indebtedness and obligations of Mortgagor more particularly described in the Credit Agreement;

(ii) It is contemplated that Mortgagor may from time to time borrow additional sums of money or otherwise be or become obligated to Mortgagee and the Lenders under the Credit Agreement. The Security Instruments shall secure any and all indebtedness and obligations of Mortgagor 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 Loan Document (as such term is defined in the Credit Agreement).

(iii) The Security Instruments shall likewise secure not only the above-described indebtedness, but any and all renewals, extensions and rearrangements thereof. The liens and security interests under the Security Instruments shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above-described indebtedness; provided, however, it is not the intention of the parties hereto to extend the lien and security interest of the Security Instruments, as amended hereby, 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. In this connection, the Security Instruments, as amended hereby, shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of TEX. REV. CIV. STAT. ANN. art. 5069-3.20(2), art. 5069-4.04(2) or art. 5069-15.07 (Vernon 1987), as amended from time to time, or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions.

2. WARRANTIES, REPRESENTATIONS AND COVENANTS. The warranties, representations and covenants of Mortgagor contained in the Security Instruments are hereby remade by Mortgagor to Mortgagee and are in full force and effect as of the date hereof.

3. REAFFIRMATION OF SECURITY INSTRUMENTS. To secure the Indebtedness, Mortgagor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey, unto the Trustee, for the benefit of Mortgagee and the Banks, and grants to Mortgagee and the Banks a security interest in, all of the right, title and interest of Mortgagor, whether now owned or hereafter acquired, in and to the Mortgaged Property (as defined in the Security Instruments and described in the Exhibits thereto and so used herein).

TO HAVE AND TO HOLD the Mortgaged Property (as defined in the Security Instruments), together with the rights, privileges and appurtenances now or hereafter at any time

before the release of the Security Instruments in anywise belonging or appertaining thereto, unto the Trustee or Mortgagee, as the case may be, to secure the payment of the Indebtedness (as described in the Security Instruments, as amended hereby) and the performance of the agreements and covenants of Mortgagor herein and in the Security Instruments.

4. MISCELLANEOUS. This instrument shall be considered as an amendment to and ratification of the Security Instruments. The Security Instruments, as herein expressly amended, are hereby ratified, approved and confirmed in every respect. All liens and security interests created, extended or renewed by the Security Instruments are hereby extended, renewed and carried forward by this instrument and incorporated herein. All references to the Security Instruments in any documents heretofore or hereafter executed shall be deemed to refer to the Security Instruments as amended by this instrument.

5. 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 (a) an Exhibit A containing the filing or recording data for the Security Instruments recorded in the county or state in which the particular counterpart hereof is to be filed or recorded, and/or (b) an Exhibit B containing only the description of the Mortgaged Property that is located in the county or state in which the particular counterpart hereof is to be recorded. A complete original counterpart of this instrument with complete Exhibits may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this instrument as of the date first above written.

ATTEST:

By: _____
Name: _____
Title: _____

[SEAL]

KCS RESOURCES, INC.

By: _____
C. R. Devine
President

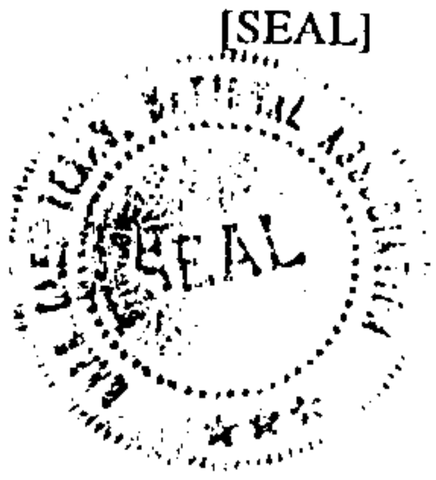
(Signatures Continued on Next Page)

[redacted] [redacted] [redacted]

ATTEST:

By: David W.
Name: DAVID W. JONES
Title: ASSISTANT SECRETARY

[SEAL]



BANK ONE, TEXAS, NATIONAL ASSOCIATION, AS AGENT

By: Melanie M. Ottens
Melanie M. Ottens
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 14th day of December, 1995, by C. R. Devine, President of KCS RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

MONTANA

BEFORE ME, the undersigned authority, on this day personally appeared C. R. Devine, President of KCS RESOURCES, 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, as the act and deed of said corporation, and in the capacity therein stated.

NORTH DAKOTA

On this 14th day of December, in the year 1995, before me, personally appeared C. R. Devine, known to me to be the President of KCS RESOURCES, INC., a Delaware corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Houston, County of Harris, State of Texas, this 14th day of December, 1995.

KATHY MOBERLY
Notary Public, State of Texas
My Commission Expires 6-1-98

Kathy Moberly
Notary Public in and for the
State of Texas

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 14th day of December, 1995, by Melanie M. Ottens, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, on behalf of the banking association.

MONTANA

BEFORE ME, the undersigned authority, on this day personally appeared Melanie M. Ottens, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said banking association, and in the capacity therein stated.

NORTH DAKOTA

On this 14th day of December, in the year 1995, before me, personally appeared Melanie M. Ottens, known to me to be the Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, and acknowledgement to me that such banking association executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Houston, County of Harris, State of Texas, this 14th day of December, 1995.

Kathy Moloney

Notary Public in and for the
State of Texas

EXHIBIT A

1. Mortgage, Indenture, Security Agreement, Financing Statement and Assignment of Production effective as of November 7, 1995, from KCS Resources, Inc., doing business as KCS Mountain Resources, Inc. to Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
COLORADO	
Archuleta County	Document No. 1995008639, Mortgage Records
La Plata County	Document No. 698751, Mortgage Records
Moffat County	Document No. 363740, Mortgage Records

2. Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production effective as of November 7, 1995, from KCS Resources, Inc., doing business as KCS Mountain Resources, Inc. to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MONTANA	
Glacier County	Book 65, Page 103, Mortgage Records
Liberty County	Book 18, Page 146, Mortgage Records
Pondera County	Book 86, Page 294, Mortgage Records
Toole County	Book 65, Page 59, Mortgage Records

NEW MEXICO	
San Juan County	Book 1211, Page 688, Mortgage Records
NORTH DAKOTA	
Renville County	Book 158, Page 536, Mortgage Records
WYOMING	
Big Horn County	Book 31, Page 1797, Mortgage Records
Carbon County	Book 925, Page 73, Mortgage Records
Converse County	Book 1087, Page 265, Mortgage Records
Fremont County	Book 715, Page 403, Mortgage Records
Hot Springs County	
Lincoln County	Book 377, Page 707, Photo Records
Natrona County	Book 48, Page 1, Official Records
Park County	Book 276, Page 985, Mortgage Records
Sublette County	Book 102, Page 655, Oil & Gas Records
Sweetwater County	Book 870, Page 463, Mortgage Records
Washakie County	Microfilm Book 70, Page 1036

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

RETURN TO:
JACKSON & WALKER
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P.O. BOX 4771
HOUSTON, TEXAS 77210-477
ATTN: [illegible] HEARD

EXHIBIT "A"
to
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ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT OF OIL AND GAS LEASES ("Assignment"), dated effective January 1, 1996, is from BASIN GAS LTD., a Colorado limited partnership with an office at 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202 (herein called "Assignor"), to BASIN EXPLORATION, INC., a Delaware corporation with offices at 370 Seventeenth Street, Suite 1800, Denver, Colorado 80202 (herein called "Assignee").

W I T N E S E T H

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases (including overriding royalty interests) and mineral interests described on Exhibit "A," attached hereto and made a part hereof for all purposes (the "Leases"), including any and all oil and gas wells owned by Assignor on the Leases, and subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters applicable to such leases and interests;

B. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the Leases, including all wells, casing, tubing, pumps, separators, tanks, lines and other personal property and oil field equipment on such Leases;

C. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid gas sales, purchase, gathering and processing contracts and operating agreements, joint venture agreements, partnership agreements, rights of way easements, permits and surface leases and other contracts, agreements and instruments, only in relevant part to the extent and insofar as the same are appurtenant to the Leases assigned herein;

All of the foregoing leases, interest, rights and properties described in Paragraphs A through C, above, are herein called the "Properties" and are located in the respective County and State identified on Exhibit "A."

RECORDED 3rd January 19 96 11:45 AM
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SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
BY

255897

To have and to hold the Properties forever, subject to the following:

1. THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS TO PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR. PROVIDED THAT NOTHING IN THIS ASSIGNMENT IS INTENDED TO COUNTER OR DIMINISH ANY OF THE RIGHTS OR OBLIGATIONS OF THE PARTIES HERETO UNDER THE BASIN GAS LTD. LIMITED PARTNERSHIP AGREEMENT DATED AUGUST 1, 1993.

2. Assignor shall execute such forms of assignment conveying Assignor's interest in the Properties as may be required by any governmental authority to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed.

3. This Assignment is made in accordance with the terms of Section 10.2 of the August 1, 1993 Basin Gas Ltd. Limited Partnership Agreement.

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

Executed and effective as of the day and year first above written.

BASIN GAS LTD.
a Colorado limited partnership
by its General Partner

BASIN EXPLORATION, INC.

ATTEST:

By: _____
Name: Howard L. Boiber
Title: _____ Secretary

By: _____
Name: Neil L. Stenbuck
Title: Vice President

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

The foregoing instrument was acknowledged before me this _____ day of January, 1996 by Neil L. Stenbuck, as Vice President of Basin Exploration, Inc., General Partner of Basin Gas Ltd., a Colorado limited partnership, on behalf of such limited partnership.

Witness my hand and official seal.

My Commission Expires:

_____

[seal]

_____
Notary Public
Name:
Address:

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EXHIBIT "A" - PART I

Sublette County, Wyoming

Well Name	Twn	Rng	Sec.	Location
FEDERAL 1-25	T27N	R112W	25:	NENE
FEDERAL 1-31	T27N	R111W	31:	SWNE
FEDERAL 2-31	T27N	R111W	31:	SWSE
FEDERAL 3-24	T27N	R112W	24:	NWNE
FEDERAL 3-31	T27N	R111W	31:	SWSW

LE215

PROSPECT: BIRD CANYON
COUNTY: SUBLETTE
STATE: WYOMING

EXHIBIT A
LEASE SCHEDULE

LEASE NO. BOOK, PAGE	LSE DATE EXP DATE	LESSOR NAME	LESSEE NAME	TOWNSHIP RANGE	SECTION	DESCRIPTION
10119-00 470, 447	12/01/66 11/30/76	USA W-2690	MARGARET E. ALLEN	27N 111W	31	LOTS 1 AND 2; E/2NW/4; LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION AND FROM 20 FT BELOW THE BEAR RIVER FORMATION TO ALL DEPTHS BELOW. LOTS 3-7; NE/4; NE/4SW/4; N/2SE/4; (ALL DEPTHS.)
					32	LOT 1.
10120-00 0, 0	02/01/67 01/31/77	USA W-3776	JOSEPHINE E. FRYE	27N 112W	13	W/2W/2 LIMITED TO RIGHTS BELOW THE TOP OF THE BAXTER
					25	NE/4 LIMITED TO RIGHTS BELOW THE TOP OF THE BAXTER SE/4 LIMITED TO RIGHTS FROM 20 FT BELOW THE BEAR RIVER TO ALL DEPTHS BELOW
				27N 112W	13	W/2W/2 LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION.
					25	E/2 LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION.
10121-00 47, 505	10/01/68 09/30/78	USA W-15340	RUTH FOX SEARS	27N 112W	24	NE/4 LIMITED TO RIGHTS FROM THE TOP OF THE BAXTER TO ALL DEPTHS BELOW SE/4 LIMITED TO RIGHTS FROM 20 FT BELOW THE BEAR RIVER TO ALL DEPTHS BELOW

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LE215

EXHIBIT A
LEASE SCHEDULE

PROSPECT: BIRD CANYON
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK, PAGE	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	TOWNSHIP / RANGE	SECTION	DESCRIPTION
				27N 112W	24	E/2 LIMITED TO RIGHTS FROM THE SURFA[redacted] TO THE TOP OF THE BAXTER FORMATIO[redacted]

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[redacted] [redacted] [redacted]

RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS,

(a) American Quasar Petroleum Co., American Quasar Petroleum Co. of New Mexico and Wolverine Exploration Company executed and delivered to or for the benefit of the holders of the indebtedness described therein various security instruments, including, without limitation, the security instruments described in Exhibit "A" attached hereto, covering the properties and interests described therein;

(b) WOLVERINE EXPLORATION COMPANY is the successor to American Quasar Petroleum Co. and American Quasar Petroleum Co. of New Mexico;

(c) AMERAC ENERGY CORPORATION is the successor to Wolverine Exploration Company by reason of corporation name change;

NOW, THEREFORE, for valuable consideration paid to it, the receipt and sufficiency of which are hereby acknowledged, AQPC VENTURES, a Texas general partnership, has RELEASED, RELINQUISHED and QUITCLAIMED, and by these present does RELEASE, RELINQUISH and QUITCLAIM, unto AMERAC ENERGY CORPORATION, its successors and assigns, all of the rights, liens, equities and security interests given and granted to it in the various security instruments described in recital (a) above and all of its rights, liens, equities and security interests in and to such properties and interest described therein.

AND for the same consideration, the AQPC VENTURES does hereby REASSIGN, RELINQUISH and QUITCLAIM unto the said AMERAC ENERGY CORPORATION, its successors and assigns, all of its rights, liens, equities and security interests in and to the oil, gas and other minerals produced, saved and sold from and attributable to such properties and interests to expressly released and the proceeds of the sale thereof.

IN WITNESS WHEREOF, this instrument is executed on this 21st day of Dec, 1995, by AQPC VENTURES acting through its duly authorized general partner.

255960

RECORDED February 7, 1996 3:20PM
IN BOOK 103 O+G PAGE 74
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

AQPC VENTURES, a Texas general partnership

By: _____
Gerald W. Haddock, general partner

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by Gerald W. Haddock, a general partner of AQPC Ventures, a Texas general partnership, having no corporate seal, on behalf of said partnership, this 21st day of Dec, 1995.

JAMES B. SHACKELFORD
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/07/98

_____
Notary Public in and for Tarrant County, Texas

EXHIBIT "A"

The following instruments filed for record in Sublette County, Wyoming:

(i) The Mortgage, Assignment of Production and Security Agreement, dated March 31, 1987, recorded April 14, 1987, in Book 47 at Page 474, from American Quasar Petroleum Co. of New Mexico ("AQPNM") to RepublicBank Dallas.

(ii) Tenth Supplement to Mortgage, Assignment of Production and Security Agreement and Joinder and Ratification, dated September 24, 1985, recorded September 27, 1985, in Book 44 at Page 453, from AQPNM and American Quasar Petroleum Co. to Texas American Bank/Ft. Worth, N.A.; and all previous mortgages, amendments and supplements, specifically described as Mortgage, Assignment of Production and Security Agreement, dated March 10, 1978; First Supplement thereto, dated May 31, 1978; Second Supplement thereto, dated December 15, 1978; Third Supplement thereto, dated June 22, 1979; Fourth Supplement thereto, dated September 12, 1980; Fifth Supplement thereto, dated September 30, 1980; Sixth Supplement thereto, dated June 8, 1981; Seventh Supplement thereto, dated May 14, 1982; Eighth Supplement thereto, dated April 15, 1983, amended by Amendment to Eighth Supplement thereto, dated May 27, 1983; and Ninth Supplement thereto, dated December 12, 1984. This mortgage was assigned to RepublicBank Dallas by Assignment and Transfer, dated March 31, 1987, recorded April 14, 1987, in Book 47 at Page 461.

(iii) Mortgage, Assignment of Production and Security Agreement, dated March 31, 1987, recorded May 5, 1987, in Book 47 at Page 556, from American Quasar Petroleum Co. and AQPNM to AQPC Ventures.

(iv) Mortgage, Assignment of Production and Security Agreement, dated October 9, 1987, effective September 1, 1987, recorded November 2, 1987, in Book 48 at Page 561, from Wolverine Exploration Company to First RepublicBank Dallas, national association.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Thomas J. Noonan, 1300 Manor Drive, Casper, Wy 82609-3105,** hereinafter called Assignor, for and in consideration of ten dollars ($10.00) the receipt of which is hereby acknowledged, does hereby sell, assign and transfer unto **Chevron U.S.A. Production Company, P. O. Box 1635, Houston TX 77251-1635,** hereinafter called Assignee, all right, title and interest in and to the oil and gas leases described in the six (6) page Exhibit "A" attached hereto and made a part hereof, certain lands in Sublette County, Wyoming together with the rights incident thereof and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its successors or assigns, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims, that said leases are valid and subsisting leases on the lands described above, and that all rentals due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

Executed this 9th day of February, 1996

Thomas J. Noonan

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Thomas J. Noonan this 9th day of February, 1996.

Witness my hand and official seal.

Notary Public

May 1, 1996
My commission expires

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

255955

RECORDED Feb. 12 1996 1:30 PM
IN BOOK 103 Of 6 PAGE 76
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXHIBIT "A"

SERIAL NUMBER	DESCRIPTION	RECORDING DATA	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RESERVED	ORRI PREVIOUSLY RESERVED
WYW-137238	TOWNSHIP 30 NORTH, RANGE 106 WEST, 6TH P.M. SECTION 4: S½NE¼, SE¼NW¼, E½SW¼, SE¼ SECTION 5: SW¼NE¼, S½NW¼, S½ SECTION 7: E½SW¼ SECTION 8: ALL SECTION 9: E½NE¼, S½SW¼, SE¼ SECTION 17: N½, SE¼ SECTION 20: NE¼	BOOK 102 PAGE 228	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-120775	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 2: LOTS 1, 2, 3, 4, S½N½	BOOK 98 PAGE 440	100.00%	100.00%	0.00%	0.00%	4.00%
WYW-130968	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 19: LOTS 1, 3, NW¼NE¼, SE¼NE¼, SE¼NW¼, SE¼SW¼, NW¼SE¼, SE¼SE¼	BOOK 98 PAGE 453	100.00%	100.00%	0.00%	0.00%	4.00%
WYW-120776	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 35: ALL	BOOK 98 PAGE 446	100.00%	100.00%	0.00%	0.00%	4.00%
WYW-133244	TOWNSHIP 36 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 32: SW¼	BOOK 98 PAGE 221	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-132401	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 1: LOTS 1, 2, 3, 4, S½N½, S½ SECTION 12: ALL	BOOK 98 PAGE 97	100.00%	100.00%	0.00%	0.00%	0.00%

EXHIBIT "A"

SERIAL NUMBER	DESCRIPTION	RECORDING DATA	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RESERVED	ORRI PREVIOUSLY RESERVED
WYW-120778	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 4: LOTS 1, 2, 3, 4, S½N½, S½ SECTION 9: ALL SECTION 10: ALL	BOOK 98 PAGE 64	100.00%	100.00%	0.00%	0.00%	4.00%
WYW-120779	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 5: LOTS 1, 2, 3, 4, S½N½, S½ SECTION 6: LOTS 1, 2, 7, 9, SE¼NE¼, SE¼SW¼, SE¼ SECTION 7: LOTS 1, 2, 3, 4, E½, E½W½	BOOK 98 PAGE 70	100.00%	100.00%	0.00%	0.00%	4.00%
95[redacted]0108	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 6: NE¼SW¼ SECTION 16: ALL	BOOK 102 PAGE 226	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-132402	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 13: ALL SECTION 14: ALL	BOOK 98 PAGE 104	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-120780	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 15: ALL SECTION 21: ALL SECTION 22: ALL	BOOK 98 PAGE 79	100.00%	100.00%	0.00%	0.00%	4.00%
WY[redacted]17450	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 23: ALL SECTION 24: ALL	BOOK 98 PAGE 92	100.00%	100.00%	0.00%	0.00%	4.00%

EXHIBIT "A"

SERIAL NUMBER	DESCRIPTION	RECORDING DATA	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RESERVED	ORRI PREVIOUSLY RESERVED
WYW-120782	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 27: ALL SECTION 28: ALL SECTION 29: SW¼SW¼ SECTION 33: SE¼NW¼, S½ SECTION 34: ALL	BOOK 98 PAGE 86	100.00%	100.00%	0.00%	0.00%	4.00%
WYW-132403	TOWNSHIP 29 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 33: NE¼	BOOK 98 PAGE 133	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-132404	TOWNSHIP 35 NORTH, RANGE 110 WEST, 6TH P.M. SECTION 9: N½, N½SW¼, SE¼SW¼, SE¼ SECTION 11: NE¼, W½SE¼ SECTION 12: W½NW¼	BOOK 98 PAGE 120	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-133090	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 6: E½SE¼ TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 1: LOTS 2, 3, 4, SW¼NE¼, S½NW¼, E½SW¼, W½SE¼ SECTION 2: LOTS 1, 2, SW¼SE¼ SECTION 11: SE¼SW¼	BOOK 98 PAGE 163	100.00%	100.00%	0.00%	0.00%	0.00%

79

EXHIBIT "A"

SERIAL NUMBER	DESCRIPTION	RECORDING DATA	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RESERVED	ORRI PREVIOUSLY RESERVED
WYW-135142	TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 3: LOTS 1, 2, 3, 4, S½N½, S½ SECTION 4: S½NE¼, E½SW¼, SE¼ SECTION 9: E½, E½NW¼ SECTION 10: ALL	BOOK 101 PAGE 8	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-133091	TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 4: LOTS 1, 2, 3, 4, S½NW¼, W½SW¼ SECTION 9: W½NW¼, SW¼	BOOK 98 PAGE 171	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-135143 [redacted]	TOWNSHIP 36 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 28: ALL SECTION 29: ALL SECTION 32: ALL SECTION 33: ALL	BOOK 101 PAGE 20	100.00%	100.00%	0.00%	0.00%	0.00%
94-00163	TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 16: ALL	BOOK 96 PAGE 460	100.00%	100.00%	0.00%	0.00%	0.00%
YW-132412	TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 17: E½, NE¼NW¼, SW¼NW¼, W½SW¼ SECTION 19: E½	BOOK 98 PAGE 129	100.00%	100.00%	0.00%	0.00%	0.00%
YW-132413	TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 31: E½	BOOK 98 PAGE 140	100.00%	100.00%	0.00%	0.00%	0.00%
YW [redacted] 32414	TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 3: LOTS 1, 2, 3, 4, S½N½, S½	BOOK 98 PAGE 149	100.00%	100.00%	0.00%	0.00%	0.00%

EXHIBIT "A"

SERIAL NUMBER	DESCRIPTION	RECORDING DATA	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RESERVED	ORRI PREVIOUSLY RESERVED
WYW-133098	TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 5: LOTS 1, 2, 3, 4, S½N½, S½ SECTION 6: LOTS 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ SECTION 7: LOTS 1, 2, 3, 4, E½, E½W½ SECTION 8: W½ SECTION 18: LOTS 1, 2, NE¼, E½NW¼	BOOK 98 PAGE 183	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-133099	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 10: SW¼ SECTION 14: S½N½ SECTION 15: S½N½, NW¼NW¼, SW¼ SECTION 22: ALL SECTION 23: W½E½, W½ SECTION 26: W½NE¼, SE¼NE¼, W½, SE¼	BOOK 98 PAGE 192	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-133100	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 17: ALL SECTION 20: ALL SECTION 21: ALL	BOOK 98 PAGE 202	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-133101	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 27: ALL SECTION 28: ALL SECTION 33: ALL SECTION 34: ALL	BOOK 98 PAGE 212	100.00%	100.00%	0.00%	0.00%	0.00%

EXHIBIT "A"

SERIAL NUMBER	DESCRIPTION	RECORDING DATA	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RESERVED	ORRI PREVIOUSLY RESERVED
WYW-135148	TOWNSHIP 36 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 15: SW¼, W½SE¼ SECTION 22: N½, E½SW¼, SE¼ SECTION 23: S½NW¼, SW¼ SECTION 26: N½, SE¼ SECTION 35: N½NE¼, SE¼NE¼	BOOK 101 PAGE 31	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-135149	TOWNSHIP 36 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 26: N½SW¼, SE¼SW¼ SECTION 32: W½W½	BOOK 101 PAGE 39	100.00%	100.00%	0.00%	0.00%	0.00%
W[redacted]-134449	TOWNSHIP 36 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 35: SW¼	BOOK 99 PAGE 176	100.00%	100.00%	0.00%	0.00%	0.00%
WYW-132424	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 1: LOTS 1, 2, 3, 4, S½N½, SW¼SW¼ SECTION 12: W½NW¼, N½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼ SECTION 13: NW¼SW¼, S½S½ SECTION 24: ALL SECTION 25: ALL	BOOK 98 PAGE 156	100.00%	100.00%	0.00%	0.00%	0.00%

[redacted]

Transfer of Interest in Oil & Gas Rights
From Mary H. Reed to Mary H. Reed and Henry E. Reed, as Trustees of the Mary H. Reed Trust dated December 1, 1995

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

and

All interests in

0869500001 - Saddle Ridge Unit

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

1091800001 - North LaBarge (Deep) Unit

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

The undersigned executes this Declaration the 1st day of December, 1995.

255967

Mary H Reed
Mary H. Reed

RECORDED Feb. 12 1996 4:30 PM
IN BOOK 103 PAGE 883
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 1st day of December, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MARY H. REED, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above-written.

(SEAL)

Notary Public, State of Montana
Residing at Billings, Montana
My Commission Expires: 09-18-98

RR-W-015

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.
Wyoming #05900(C)

Lease Effective Date
(Anniversary Date)
June 1, 1951

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* RUTH R. ELLBOGEN, TRUSTEE, FBO RUTH R. ELLBOGEN TRUST, U/A dated 8/9/84
   Street P. O. Drawer 3280
   City, State, ZIP Code Casper, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Toenship 32 North, Range 114 West, 6th P. M. Section 19: S½NE¼, SE¼ Containing 240.00 acres, more or less, Sublette County, Wyoming 256061 It is the intent of this instrument to convey all right, title and interest to any and all overriding royalties owned by Ruth R. Ellbogen under this lease.	1/8 of 1%	1/8 of 1%	None	Per	record

RECORDED Feb. 21 19 96 2:35 PM
IN BOOK 103 Misc PAGE 84
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sutton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 4.

STATE OF WYOMING)
) SS,
COUNTY OF NATRONA)

Before me, a Notary Public, in and for said County and State, on this 1 day of February, 1995, personally appeared Ruth R. Ellbogen, a femme sole, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

RITA T. HOWELL - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 5, 1996

Rita T. Howell
NOTARY PUBLIC

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 1 day of February, 19 95

Name of Assignor as shown on current lease Ruth R. Ellbogen
Please type or print

Assignor Ruth R. Ellbogen
(Signature)
or
Attorney-in-fact _____
(Signature)

P. O. Drawer 3280
(Assignor's Address)

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

Executed this 1 day of February, 19 95

RUTH R. ELLBOGEN, TRUSTEE, FBO RUTH R. ELLBOGEN TRUST, U/A dated 8/9/84

Assignee Ruth R. Ellbogen, Trustee
(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

[redacted] [redacted] [redacted]-014

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.
Wyoming #06008

Lease Effective Date
(Anniversary Date)
June 1, 1951

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* RUTH R. ELLBOGEN, TRUSTEE, FBO RUTH R. ELLBOGEN TRUST, U/A dated 8/9/84
   Street P. O. Drawer 3280
   City, State, ZIP Code Casper, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 114 West, 6th P. M. Section 20: S½S½ Containing 160.00 acres, more or less, Sublette County, Wyoming 256062 It is the intent of this instrument to convey all right, title and interest to any and all overriding royalties owned by Ruth R. Ellbogen under this lease.	7/16 of 1%	7/16 of 1%	None	Per	record

RECORDED Feb. 21 19 96 2:35 PM
IN BOOK 103 PAGE 86
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

STATE OF WYOMING)
COUNTY OF NATRONA) SS,

Before me, a Notary Public, in and for said County and State, on this 1 day of February, 1995, personally appeared Ruth R. Ellbogen, a femme sole, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

RITA R HOWELL - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 5, 1996

Rita L. Howell
NOTARY PUBLIC

1. The Assignor certifies as owner of all interest in the above designated lease.

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 1 day of February 19 95

Name of Assignor as shown on current lease Ruth R. Ellbogen
Please type or print

Assignor Ruth R. Ellbogen
(Signature)
or
Attorney-in-fact _____
(Signature)

P. O. Drawer 3280
(Assignor's Address)

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

Executed this 1 day of February, 19 95

RUTH R. ELLBOGEN, TRUSTEE, FBO RUTH R. ELLBOGEN TRUST, U/A dated 8/9/84

Assignee Ruth R. Ellbogen, Trustee
(Signature)
or
Attorney-in-fact _____
(Signature)

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

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

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

ASSIGNMENT OF INTEREST

KNOW ALL PERSONS BY THESE PRESENTS, that Nancy Espenscheid and Betty Louise Fear, as sole remaining Trustees of the Testamentary Trust of Joseph L. Budd under Will dated December 17, 1984, "Grantors", do hereby transfer and assign unto Nancy Espenscheid, of P.O. Box 748, Big Piney, Wyoming 83113; Betty Louise Fear, of P.O. Box 4177, Marbleton, Wyoming 83113; and Mary Flitner, of Shell Route, Greybull, Wyoming 82426, "Grantees", in undivided equal shares, all of the Grantors' right, title and interest in and to the oil, gas, and mineral estate, and leases thereof, of the TIP TOP SHALLOW UNIT AND McDONALD DRAW UNIT (Almy Participating Area "A"), 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 .00000605 royalty interest and .00049158 royalty interest, respectively.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Interest this 12th day of February, 1996.

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

256065

RECORDED Feb. 21, 1996 3:00 P.M.
IN BOOK 103 Mor 6 PAGE 88
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

THE STATE OF Wyoming)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 12th day of February, 1996, 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
County of
Sublette
My Commission Expires

My Commission Expires:

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 12th day of February, 1996, 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
State of
Wyoming
Sublette
My Commission Expires

10/12/97

Barbara Henry
Notary Public

[redacted] [redacted] [redacted]

EXHIBIT 'A'

Tip Top Shallow Unit:

Property No.	Lease No. Lease Name	Legal Description
0061470001	0050118-000 William J. McGinnis, et al	T28N-R113W Sec. 21: SENW, Tract 42 Sublette County, Wyoming

McDonald Draw Unit (Almy Participating Area "A"):

Property No.	Lease No. Lease Name	Legal Description
0042830001	0050076-000 Anderson L. McGinnis, et al	T28N-R112W Sec. 19: Lot 2, SENW Sublette County, Wyoming

RECORDED Feb. 26, 1996 10:05a M
IN BOOK 103 Misc PAGE 91
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Southard

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

256083

THIS LEASE AGREEMENT is made as of the 15th day of December, 19 95 between Shane Goodman
1149 W. Primevera Way
West Jordan, UT 84084
and Pinnacle 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 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 BANK ONE, UTAH WEST JORDAN OFFICE at 9020 So. REDWOOD ROAD, WEST JORDAN, UT 84088 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 Redu[redacted] Lessor owns less than the full mineral estate[redacted] any part of the leased premises, the royalti[redacted]-in royalties payable hereunder for any well on any part of the leased premises or land 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 Shane R Goodman

Shane Goodman

_____

SS NO. OR TAX ID

529-96-6968

_____

ACKNOWLEDGEMENTS

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

INDIVIDUAL
(For use in all states)

On this 26th day of January, 19 96, before me, the undersigned Notary Public in and for said county and state, personally appeared Shane Goodman 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 6-29, 1999

Notary Public

Address S.L.C. Utah

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
June 29, 1999
ROBYN H. ONTIVEROS
1035 East 2100 South
Salt Lake City, Utah 84106

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 September 22, 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: _____

Shane Goodman

[redacted] [redacted] [redacted]

6472
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 15th day of December, 19 95, between Dianna J. Goodman 1132 Chase Common Drive Norcross, Georgia 30071

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

256084

Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

RECORDED Jan. 24, 19 96 10:05 AM
IN BOOK 103016 PAGE 94
FEES 10.00
SUBLETTE 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, 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 Roswell, GA at RAMOS BANK 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 Dianna J. Goodman 528-39-1607

Dianna J. Goodman

_____ _____

ACKNOWLEDGEMENTS

STATE OF Georgia }
County of Fulton } S.S.

INDIVIDUAL
(For use in all states)

On this 17th day of January, 19 96, before me, the undersigned Notary Public in and for said county and state, personally appeared Dianna J. Goodman 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. Notary Public, Fulton County, Georgia

My Commission Expires My Commission Expires June 23, 1998

_____
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 September 22, 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: _____
Dianna J. Goodman

6972
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 15th day of December, 19 95, between Shelly R. Goodman
1313 Green House Street
Roswell, GA 30076
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.

256085

RECORDED Feb. 26 1996 10:05AM
IN BOOK 103 PAGE 97
FEES 11.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By Cathy Gordon

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 Roswell, GA at Nations Bank, - #100-30123779 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 R[redacted]** If Lessor owns less than the full mineral es[redacted] or any part of the leased premises, the roya[redacted] 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 Shelly R. Goodman — 587-19-8408

Shelly R. Goodman

ACKNOWLEDGEMENTS

STATE OF GEORGIA
County of COBB } S.S.

INDIVIDUAL
(For use in all states)

On this 23RD day of JANUARY, 19 96, before me, the undersigned Notary Public in and for said county and state, personally appeared Shelly R. Goodman 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, Clayton County, Georgia
My Commission Expires June 16, 1996

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 September 22, 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: Shelly R. Goodman

Shelly R. Goodman

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING δ

COUNTY OF SUBLETTE δ **KNOW ALL MEN BY THESE PRESENTS:**

THAT, Spindletop Oil & Gas Co., hereinafter referred to as "Assignor", whose address is 9319 LBJ Frwy. #205, Dallas, TX 75243, for and in consideration of Ten Dollars and other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto PGC Gas Company, of 9319 LBJ Freeway, Suite 204, Dallas, TX 75243, hereinafter referred to as "Assignee", one-quarter of Assignor's right, title and interest in and to those certain Oil, Gas and Mineral Leases set forth and described in Exhibit "A" attached hereto and the lands covered thereby and any and all assets emanating from said leases, along with a like interest in and to all wells, equipment, materials, fixtures and other personal property located on said lands and used in connection with the operation of said leases; as well as one-quarter of Assignor's right, title and interest in all contracts, licenses, permits and agreements pertaining to the subject property.

By acceptance hereof, Assignee assumes its prorata share of all responsibilities, liabilities and obligations acquired by Assignor under the terms of the conveyancing document dated November 8, 1994 and recorded at volume 100, page 56 of the Records of the County Clerk of Sublette County, Wyoming, whereby Assignor acquired its interest covering the subject property, and agrees to indemnify and hold Assignor harmless from any and all claims or actions brought, threatened or claimed against Assignor and pertaining to the interest assigned herein. This Assignment is executed and delivered without any representation, warranty or covenant of title, either express, implied or statutory. The interests are assigned and accepted by the Assignee "as is, where is" and with all faults and defects.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, forever, in accordance with the terms of the leases described in Exhibit "A" attached hereto, and subject to the terms and conditions of that certain "Joint Venture Agreement" dated March 23, 1994 between the parties hereto.

EXECUTED this 1st day of February, 1996, but to become effective as of December 1, 1994.

Attest:

K. Paul Cash, Secretary

256096

ASSIGNOR:
SPINDLETOP OIL & GAS CO.

Paul E. Cash, President

Attest:

RECORDED Feb. 27 1996 9:00 AM
IN BOOK 103 PAGE 100
FEES 10.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

Lauren R. Kennedy
Asst. Secretary

ASSIGNEE:
PGC GAS COMPANY

Gregory A. Vance, President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 21st day of February, 1996 by Paul E. Cash, the president of Spindletop Oil & Gas Co., a Texas corporation.

PATRICIA RANDL
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-07-96

Patricia Randl
Notary Public in and for the
State of Texas.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 14th day of February, 1996 by Gregory A. Vance, the president of PGC Gas Company, a Texas corporation..

JACKIE SAULS
NOTARY PUBLIC
State of Texas
Comm Exp. 06-13-98

Notary Public in and for the
State of Texas

[redacted] EXHIBIT A [redacted]

JEFFERSON UNIT #20-24
Sublette County, Wyoming

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

(NOTE: This interest consists of overriding royalty and reversionary rights as to depths from the surface of the Earth down to the stratigraphic equivalent of 14,892 feet, as encountered in the Jefferson Unit #20-24 well, located in the SW/4 of Section 24, T-27-N, R-110-W, and leasehold rights as to depths below the stratigraphic equivalent of 14,892 feet)

Recorded: Not Recorded

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

Description:

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

As to the Second Frontier formation.

Recording Requested By:
ALICE B. SCHULTZ
7060 Overlook Drive
Santa Rosa, CA 95409

When Recorded, Mail To:
LEONARD M. TILLEM
P.O. Box 1974
Sonoma, CA 95476-1974

256134

RECORDED Feb. 29, 19 96 11:09AM
IN BOOK 103 Oct 6 PAGE 103
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boxton

ASSIGNMENT OF OIL LEASE

FOR NO CONSIDERATION, ALICE B. SCHULTZ, without consideration and in order to change formal title only, transfers and assigns to ALICE BARBER SCHULTZ, as Trustee of the ALICE BARBER SCHULTZ SEPARATE PROPERTY TRUST initially created on January 26, 1996, all of her right, title and interest as lessor in that certain Oil Lease descibed in Exhibit "A" attached hereto and made a part hereof. This assignment is effective immediately and said Trustee (or her successor in trust) shall hereafter receive said share of profits, losses and distributions, together with all of the rights upon dissolution of this lease.

Executed at Santa Rosa, California, on February 14, 1996.

Alice B. Schultz
ALICE B. SCHULTZ

State of California)
) ss.
County of Sonoma)

On this 14th day of February, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALICE B. SCHULTZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity and that by her signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL - 970014
JENNIFER A. MATHEWS
NOTARY PUBLIC - CALIF.
COUNTY OF SONOMA
My Comm. Exp. July 23, 1996

Jennifer A. Mathews
Notary Public

EXHIBIT "A"

PROGRAM P51175N0 MOCOA INFORMATION SYSTEM

RUN DATE: 01/23/96
TIME: 18:59
PAGE: 1

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 840204

OWNER NAME: SCHULTZ ALICE B

D.O. NUMBER: 0669146
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP NUGGET A-B TR 36
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 12: SW/4 NW/4 NW/4 AND W/2 SE/4 NW/4 NW/4
CONTAINING 15.00 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/5X3/8X1/8 ORI
INTEREST DEC: 0.0093750 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994485
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 36
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 12: S/2 N/2 NW/4
CONTAINING 40.00 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/5X3/8X1/8 ORI
INTEREST DEC: 0.0093750 OWNERSHIP TYPE: ORI

104

105

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT Made and entered into of the date written below is by and between **Eugene J. Wait, Jr., a single man, P.O. Box 719, Reno, Nevada 89504**, party of the first part, hereinafter called Assignor, and **Weeks, Brewer & Associates, W. N. McMurry Recovable Trust, N. A. McMurry, John W. Martin, Edward R. Warner Recovable Trust, and James W. Curry**, party of the second part, hereinafter called Assignee.

NOW THEREFORE For and in consideration of Ten and more Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Assignor herein hereby assigns, conveys, sells, transfers, and sets unto Assignee all of his right, title and interest, in an undivided Five Percent of Eight-Eighths (5.00%)of 8/8ths), of overriding royalty interest, as set forth on the attached Exhibit A", in and to lands located in Sublette County, Wyoming, being more particularly described as follows, to-wit:

Lease #W-100902
Township 29 North, Range 108 West, 6th P.M.
Section 34: All
Section 35: All
Containing 1,280.00 acres, more or less

Lease #W-102899
Township 29 North, Range 108 West, 6th P.M.
Section 27: All
Containing 640.00 acres, more or less

256206

RECORDED March 6, 1996 9:50 AM
IN BOOK 103046 PAGE 105
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Scanlon

This Assignment shall be construed as applicable to all of oil, gas and casinghead gas produced, saved and marketed, as an overriding royalty, free and clear of any costs and expenses of the development and operation thereof, excepting taxes applicable to said interest and production, therefrom, from the land described herein, including all unit production and production from participating area allocated to said lands.

And for the same consideration the undersigned covenant with the Assignee, their heirs and assigns that the undersigned is the lawful owner of and has good title to the interest herein assigned.

Assignor agrees to execute such further assurance that may be requisited for complete enjoyment for the rights herein granted.

EXECUTED THIS 4th day of March 1996.

Eugene J. Wait, Jr.

STATE OF NEVADA)
) ACKNOWLEDGMENT FOR INDIVIDUAL
COUNTY OF WASHOE)

Of this 4th day of MARCH 1996 before me the undersigned Notary Public for said County and State personally appeared **Eugene J. Wait, Jr.**, know to be the identified person described in and who executed the within and foregoing instrument in writing and acknowledged that he executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

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

Melissa M. Ayrault
Notary Public

My Commission Expires: 7-16-99

MELISSA M. AYRAULT
NOTARY PUBLIC-STATE OF NEVADA
WASHOE COUNTY
My Appt. Expires July 16, 1999

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Overriding Royalty Assignment by and between Eugene J. Wait, Jr., a single man, "Assignor", and Weeks, Brewer & Associates, W.N. McMurry Recovable Trust, N. A. McMurry, John W. Martin, Edward R. Warner Recovable Trust, and James W. Curry, "Assignee".

NAME	INTEREST
WEEKS, BREWER & ASSOCIATES 106 La Questa Way Woodside, CA 94062	1.80625%
W. N. McMURRY RECOVABLE TRUST P.O. Box 220 Casper, WY 82602	1.00000%
N. A. McMURRY 991 Stafford Casper, WY 82609	0.61875%
JOHN W. MARTIN 3640 East 19th Street Casper, WY 82609	1.00000%
EDWARD R. WARNER RECOVABLE TRUST 2209 South Corona Street Denver, CO 80210	0.10000%
JAMES W. CURRY 1211 Donegal Street Casper, WY 82609	0.47500%

107

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 30th day of September, 1994, a certain oil and gas lease was made, executed, and delivered by

Alsade Minerals Limited Partnership, a Wyoming Limited Partnership

as Lessor, to Contex Energy Company,

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

Township 30 North, Range 112 West, 6th P.M.
Section 25: E½

256215

RECORDED March 6, 1996 3:30 PM
IN BOOK 103 PAGE 107
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

said lease being recorded in Book 100 OG at Page 9 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

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

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

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

EXECUTED This 10th day of ~~December~~ January, 19~~95~~ 96.

Kernene Budd Shickler

Kernene Budd Shickler, a ~~married~~ Single woman
~~dealing in her sole & separate property~~

STATE OF Missouri
COUNTY OF St Louis } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 10th day of ~~December~~ January 10, 19~~95~~96, personally appeared Kernene Budd Shickler 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 9-7-97

Kelly M Johnson

Kelly M Johnson, Notary Public, State of Missouri, St Charles County

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires

Notary Public

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 30th day of September, 19 94, a certain oil and gas lease was made, executed, and delivered by

Alsade Minerals Limited Partnership, a Wyoming Limited Partnership

as Lessor, to Contex Energy Company

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

Township 30 North, Range 112 West, 6th P.M.
Section 25: E½

256216

RECORDED March 6, 1996 3:30PM
IN BOOK 103 Oth PAGE 108
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soaton

said lease being recorded in Book 100 OG at Page 9 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

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

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

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

EXECUTED This 16th day of December, 19 95.

X Daniel Burr Budd
Daniel Burr Budd

X Corriene Budd
Corriene Budd

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

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16th day of December, 19 95, personally appeared Daniel Burr Budd and Corriene Budd, husband and wife

to me personally 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.

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

My commission expires June 30, 1998

Pamela C. Marshall
Notary Public

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

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

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

My commission expires _____

OFFICIAL SEAL
PAMELA C. MARSHALL
NOTARY PUBLIC - OREGON
COMMISSION NO. 035984
MY COMMISSION EXPIRES JUNE 30, 1998

_____
Notary Public

FORM T3 109

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 30th day of September, 19 94, a certain oil and gas lease was made, executed, and delivered by

Alsade Minerals Limited Partnership, a Wyoming Limited Partnership

as Lessor, to Contex Energy Company,

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

Township 30 North, Range 112 West, 6th P.M.
Section 25: E½

256217

RECORDED March 6, 1996 3:30 PM
IN BOOK 103 OR 6 PAGE 109
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorsten

said lease being recorded in Book 100 OG at Page 9 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

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

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

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

EXECUTED This 26th day of December, 19 95.

Elisabeth A. Budd Humphrey
Elisabeth A. Budd Humphrey, a widow

Joel R. Humphrey
Joel Robert Humphrey

STATE OF Colorado
COUNTY OF Arapahoe } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 26th day of December, 19 95, personally appeared Elisabeth A. Budd Humphrey, a widow 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 My Commission Expires Oct 6, 1997

Carla R. Peters
Notary Public

STATE OF Colorado
COUNTY OF Arapahoe } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of December, 19 95, personally appeared Joel Robert Humphrey 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 My Commission Expires Oct 6, 1997

Carla R. Peters
Notary Public.

Address: 941 S. Havana Aurora, CO.

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 30th day of September, 19 94, a certain oil and gas lease was made, executed, and delivered by

Alsade Minerals Limited Partnership, a Wyoming Limited Partnership

as Lessor, to Contex Energy Company

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

Township 30 North, Range 112 West, 6th P.M.
Section 25: E½

256218

RECORDED March 6, 1996 3:30 PM
IN BOOK 103 Oil & Gas PAGE 110
FEES $ 8.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

said lease being recorded in Book 100 OG at Page 9 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

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

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

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

EXECUTED This 29 day of February, 1996.

Kathie Ann Budd
Kathie Ann Budd, a single woman

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

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of February, 1996, personally appeared Kathie Ann Budd, a single woman 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

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires

Notary Public

No._____

FROM

_____

TO

_____

_____

Dated_____,

No. Acres_____

_____County._____

Term_____

This instrument was filed for record on the__

day of_____19_

_____o'clock____M.. and duly r

Volume_____ Page_____

_____of the records of this office.

_____ County

By_____

When recorded return to

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Lassen

On February 29, 1996 (Date) before me, P. Woodworth, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Kathie Ann Budd (Name(s) of Signer(s))

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

AAC1 P. WOODWORTH COMM. # 1011748 NOTARY PUBLIC-CALIFORNIA LASSEN COUNTY MY COMM. EXPIRES DEC 21,1998 AAC1

WITNESS my hand and official seal.

P Woodworth

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Ratification of Oil & Gas Lease

Document Date: February 29, 1996 Number of Pages: 1

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

_____

_____

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

_____

_____

© 1994 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

[redacted] [redacted] [redacted]

Effective 11-86
Form ML-2
(revised 7-92)

RETURN TO:
Public Lands Office
Herschler Bldg., 3 West
Cheyenne, WY 82002

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER ST WY 94-00149, effective April 1, 1994, described completely as follows:

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M.
Section 36: ALL

County of Sublette Total Acres 640.00

ASSIGNOR, **CNG PRODUCING COMPANY**, with address at 1450 Poydras Street, New Orleans, Louisiana 70112-6000, being the owner of Fifty (50%) Percent undivided leasehold interest in this lease, described more particularly as:

Same as first above,

for good and valuable consideration, hereby assigns to:

(1) Texaco Exploration and Production, Inc., assignee, with address at 4601 DTC Boulevard, Denver, Colorado 80237, an undivided 12.5% interest in the lease; -0- (00%) percent overriding royalty,

(2) _____, assignee, with address at _____, _____ (00%) interest in the lease; _____ (00%) percent overriding royalty,

(3) _____, assignee, with address at _____, _____ (00%) interest in the lease; _____ (00%) percent overriding royalty,

(totaling 12.50% of full leasehold interest), insofar as it covers the following described lands:

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M.
Section 36: ALL

and containing Six Hundred Forty (640) acres, more or less, and retaining 37.5% percent interest in this lease and reserving unto assignor overriding royalty interest of -0- (00%) subject to: Area of Mutual Interest Agreement dated June 29, 1994 by and between CNG Producing Company and Texaco Exploration and Production, Inc.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be canceled by the Board, if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

256233

RECORDED March 7, 1996 3:20 PM
IN BOOK 103 OR 6 PAGE 112
FEES $ 12.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Scrafton

M13W

TO HAVE AND TO HOLD unto assignee, its successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 28th day of November, 1995.

WITNESS:

Margaret Cameron

CNG PRODUCING COMPANY
Assignor - Lessee

By: _____
Name: James W. Carrington, Jr.
Title: Manager, Land

Attest:

Asst

Secretary: _____

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 28th day of November, 1995, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

FEB 6 1996

Assignment approved by the Commissioner of Public Lands: _____
(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in this assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE SERIAL NO. ST WY 94-00149

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an _____ Individual _____ General Partnership
_____ Limited Partnership __xx__ Corporation

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments and correspondence, Item 9, Page 4:

Name: **McMURRY OIL COMPANY**
Address: P. O. Box 220
Casper, Wyoming 82602
Telephone: (307) 473-2033

TEXACO EXPLORATION AND PRODUCTION, INC.

By: _____
Name: Patrick Lee Callahan
Title: Attorney-in-Fact

Address: 4601 DTC Boulevard
Denver, CO 80237

Date: November 28, 1995

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

Assigned Portion: _____	Retained Portion: _____
_____	_____
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Accepted by: _____	Accepted by: _____

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

On this 28th day of November, 1995, before me personally appeared Patrick Lee Callahan, known to me to be the person who is described herein and who executed the within and forgoing instrument, as Attorney-in-Fact of **TEXACO EXPLORATION AND PRODUCTION INC.** and acknowledged to me that he subscribed the name of **TEXACO EXPLORATION AND PRODUCTION INC.** thereto as principal and his own name as Attorney-in-Fact.

Witness my hand and official seal.

Mary Anne Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015
My Commission Expires: May 21, 1998

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ihla G. Anderson, whose address is #202 Skyline Towers, 300 East Collins Drive, Casper, Wyoming, 82601-8213, hereinafter called **GRANTOR**, for and in consideration of the sum of ten and more dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, and deliver unto Shannon M. Bailey, whose address is P.O. B OX 296, Lusk, Wy. 82225 hereinafter called **GRANTEE**, all of her right, title and interest in and to any and all royalty of all of the oil and all of the gas produced and saved from the following described lands situated in Sublette County Wyoming to wit:

Township 27 North, Range 112 West
Sec 15: E/2, NE/4, E/2, SE/4, W/2, NE/4, W/2, SE/4, Lot 1, E/2, NW/4, SW/4, NW/4
Section 10: SE/4,
Lots 6,8, E/25, W/4

TO HAVE AND TO HOLD, unto Grantee herein, her heirs, successors,personal representatives, administrators, executors and assigns forever said royalty as above set forth, the said oil and gas produced and saved from said lands to be delivered free of cost to the royalty owner in the pipeline serving said premises or tanks erected thereupon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therefrom; and Grantor does hereby warrant title to Grantee, her heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantee herein, her heirs, successors, personal representatives, administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

Ihla G. Anderson

Ihla G. Anderson

County of Natrona)
)
State of Wyoming)

On this 26th day of February ~~23~~, 1996 ~~1995~~, personally appeared before me Ihla G. Anderson. to me known to be the person described in and who executed the within and foregoing instrument of writing.

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

My commission expires: 2-2-97

Clara E. Gordon

Notary Public

CLARA E. GORDON - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 2, 1997

256299

RECORDED March 13, 1996 3:35 pM
IN BOOK 103 Of 6 PAGE 116
FEES $6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soyton

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ihla G. Anderson, whose address is #202 Skyline Towers, 300 East Collins Drive, Casper, Wyoming, 82601-8213, hereinafter called **GRANTOR**, for and in consideration of the sum of ten and more dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, and deliver unto Shannon M. Bailey, whose address is P.O. B OX 296, Lusk, Wy. 82225 hereinafter called **GRANTEE**, all of her right, title and interest in and to any and all royalty of all of the oil and all of the gas produced and saved from the following described lands situated in Sublette County Wyoming to wit:

Township 27 North, Range 112 West 6th PM
Sec 27:
Also described as the W / 2 containing 320.00 acres

TO HAVE AND TO HOLD, unto Grantee herein, her heirs, successors,personal representatives, administrators, executors and assigns forever said royalty as above set forth, the said oil and gas produced and saved from said lands to be delivered free of cost to the royalty owner in the pipeline serving said premises or tanks erected thereupon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therefrom; and Grantor does hereby warrant title to Grantee, her heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantee herein, her heirs, successors, personal representatives, administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

Ihla G. Anderson

County of Natrona)
)
State of Wyoming)

On this 26th day of February ~~28,~~ ~~1995,~~ 1996 cg personally appeared before me Ihla G. Anderson. to me known to be the person described in and who executed the within and foregoing instrument of writing.

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

My commission expires: 2-2-97

Clara E. Gordon
Notary Public

CLARA E. GORDON - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 2, 1997

256300

RECORDED March 13, 1996 3:35 pM
IN BOOK 103 Rb PAGE 117
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ihla G. Anderson, whose address is #202 Skyline Towers, 300 East Collins Drive, Casper, Wyoming, 82601-8213, hereinafter called **GRANTOR**, for and in consideration of the sum of ten and more dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, and deliver unto Shannon M. Bailey, whose address is P.O. B OX 296, Lusk, Wy. 82225 hereinafter called **GRANTEE**, all of her right, title and interest in and to any and all royalty of all of the oil and all of the gas produced and saved from the following described lands situated in Sublette County Wyoming to wit:

Township 27 North, Range 112 West , 6th PM
Sec 27:
Also described as the W/2 containing 320.00 acres

TO HAVE AND TO HOLD, unto Grantee herein, her heirs, successors,personal representatives, administrators, executors and assigns forever said royalty as above set forth, the said oil and gas produced and saved from said lands to be delivered free of cost to the royalty owner in the pipeline serving said premises or tanks erected thereupon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therefrom; and Grantor does hereby warrant title to Grantee, her heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantee herein, her heirs, successors, personal representatives, administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

Ihla G. Anderson

County of Natrona)
)
State of Wyoming)

On this 26th day of February ~~23~~ 1994 ~~1995~~, personally appeared before me Ihla G. Anderson. to me known to be the person described in and who executed the within and foregoing instrument of writing.

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

My commission expires: 2-2-97

Clara E. Gordon
Notary Public

256301

CLARA E. GORDON - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 2, 1997

RECORDED March 13, 1996 3:35pM
IN BOOK 103 of 6 PAGE 118
FEES $ 6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

119

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ihla G. Anderson, whose address is #202 Skyline Towers, 300 East Collins Drive, Casper, Wyoming, 82601-8213, hereinafter called **GRANTOR**, for and in consideration of the sum of ten and more dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, and deliver unto Shannon M. Bailey, whose address is P.O. B OX 296, Lusk, Wy. 82225 hereinafter called **GRANTEE**, all of her right, title and interest in and to any and all royalty of all of the oil and all of the gas produced and saved from the following described lands situated in Sublette County Wyoming to wit:

Township 24 North, Range 112 West 6th PM
Sec 22: E/2 E/2
Containing 160.00 acres more or less
Section 21 : SE 24

TO HAVE AND TO HOLD, unto Grantee herein, her heirs, successors,personal representatives, administrators, executors and assigns forever said royalty as above set forth, the said oil and gas produced and saved from said lands to be delivered free of cost to the royalty owner in the pipeline serving said premises or tanks erected thereupon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therefrom; and Grantor does hereby warrant title to Grantee, her heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantee herein, her heirs, successors, personal representatives, administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

Ihla G. Anderson

Ihla G. Anderson

County of Natrona)
)
State of Wyoming)

On this 26th day of February ~~23,~~ 1996 ~~1995~~, personally appeared before me Ihla G. Anderson. to me known to be the person described in and who executed the within and foregoing instrument of writing.

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

My commission expires: 2-2-97

Clara E. Gordon
Notary Public

CLARA E. GORDON - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 2, 1997

256302

RECORDED March 13, 1996 3:35 PM
IN BOOK 103 Orig PAGE 119
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.433125%

BEING in all a total of an undivided .0433125% of EIGHT/EIGHTS (.0433125% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256305

RECORDED March 14, 1995 8:20 AM
IN BOOK 103 Misc PAGE 120
FEES 7.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its By!aws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

02168\ld·120.wd16

LEASE SCHEDULE

EXHIBIT "A"
STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-125943	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 18: LOTS 1-4; E/2; E/2W/2	144.96	88	361
WYW-125944	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 8: ALL TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 32: ALL SEC. 33: ALL	1,920.00	88	363
WYW-125945	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 15: ALL SEC. 20: ALL SEC. 21: ALL SEC. 22: S/2	2,240.00	88	365
WYW-125946	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: ALL SEC. 22: N/2 SEC. 23: ALL	1,600.00	88	367
WYW-125947	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 26: ALL SEC. 27: ALL SEC. 28: ALL SEC. 29: ALL	2,560.00	88	369
WYW-125948	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 18: LOTS 1-4; E/2; E/2W/2 SEC. 20: ALL	1,255.52	88	371

WYW 125949	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 29: ALL SEC. 30: LOTS 1-4, E/2; E/2W/2 SEC. 31: LOTS 1-4, E/2; E/2W/2	2,530.80	88	373
WYW-125950	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 28: ALL	640.00	88	375
WYW-125951	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: lOTS 3-4; S/2SW/4	141.81	88	377
WYW-125952	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 13: ALL SEC. 14: ALL SEC. 23: ALL SEC. 24: ALL	2,560.00	88	379
WYW-125953	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: W/2 SEC. 22: ALL	960.00	88	381
WYW-125954	USA	HIGH PLAINS ENERGY COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 25: ALL	640.00	88	383
WYW-126100	USA	McMURRY OIL COMPANY	01/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: ALL SEC. 7: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: ALL SEC. 9: ALL SEC. 10: ALL SEC. 12: W/2	3,446.61	88	452

WYW-126474	USA	McMURRY OIL COMPANY	02/01/92	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SW/4 SEC. 18: LOTS 1-4; E/2W/2 SEC. 19: LOTS 1-4; NE/4; E/2W/2 SEC. 20: NE/4; S/2	1,419.68	88	456
WYW-126377	USA	McMURRY OIL COMPANY	03/01/92	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. SEC. 5: LOTS 1-4; S/2 SEC. 6: LOT 4; S/2SE/4 SEC. 7: E/2 SEC. 8: ALL	1,559.79	88	425
WYW--126101	USA	McMURRY OIL COMPANY	01/01/92	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: S/2 SEC. 18: E/2 SEC. 19: ALL SEC. 30: ALL SEC. 32: ALL SEC. 33: N/2;N/2S/2	3,106.16	88	453
WYW-126473	USA	McMURRY OIL COMPANY	02/01/92	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 4: LOTS 1-4; S/2N2;S/2 SEC. 5: LOTS 1-4; S/2N2;S/2 SEC. 8: ALL	1,920.24	88	455
W-104178	USA	HPC, INC.	06/01/87	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 9: ALL SEC. 10: ALL SEC. 15: ALL SEC. 18: LOTS 1-4; E/2; E/2W/2	2,548.20	88	397
W-118151	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 1-4; S/2S/2	324.68	84	590

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W-118152	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 30: LOTS 1-4; E/2; E/2W/2 SEC. 31: LOTS 1-4; E/2; E/2W/2	1,880.23	84	585
W-118153	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 25: ALL SEC. 33: ALL SEC. 34: ALL SEC. 35: ALL	2,560.00	84	580
W-118154	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 9: ALL SEC. 17: ALL	1,280.00	84	570
W-118163	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 20: ALL SEC. 21: ALL SEC. 28: ALL	1,920.00	85	568
W-118164	USA	HOME PETROLEUM CORPORATION	12/01/89	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 26: ALL SEC. 27: ALL	1,280.00	84	562
WYW-126676	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 32: ALL SEC. 33: N/2NE/4; W/2SE/4	1,200.00	88	471
WYW-126677	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 3: SW/4NW/4; SW/4; SW/4SE/4 SEC. 11: SW/4NW/4; SW/4; SW/4SE/4 SEC. 13: S/2NW/4; SW/4; W/2SE/4; SE/4SE/4 TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M. SEC. 33: SW/4NW/4; SW/4; SW/4SE/4	1,080.00	88	470

WYW-126772	USA	McMURRY OIL COMPANY	05/01/92	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 3: LOTS 2-3; SW/4NE/4; N/2SE/4 SEC. 13: NE/4NW/4	239.56	88	470
WYW-127189	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOTS 1-4; S/2N/2; S/2 SEC. 5: LOTS 1-4; S/2N/2; S/2 SEC. 7: E/2 SEC. 8: N/2; N/2SE/4; SE/4SE/4 SEC. 17: SW/4NE/4; W/2; N/2SE/4	2,477.68	88	732
WYW-127190	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 14: ALL SEC. 23: ALL	1,280.00	88	735
WYW-127191	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 5: S/2 SEC. 17: ALL SEC. 18: LOTS 1-4; E/2; E/2W/2 SEC. 33: SW/4	1,749.24	88	738
WYW-127192	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 20: NW/4; N/2SW/4; SE/4SW/4 SEC. 28: S/2 SEC. 29: ALL	1,882.32	88	741
WYW-127193	USA	McMURRY OIL COMPANY	07/01/92	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 33: S/2NE/4 SEC. 34: W/2SW/4	160.00	88	744

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WYW-127749	USA	McMURRY OIL COMPANY	11/01/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 15: ALL SEC. 22: ALL SEC. 25: ALL SEC. 26: ALL	2,560.00	92	198
WYW-127853	USA	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4; SE/4NW/4; E/2SW/4; SE/4 SEC. 7: LOTS 1-4; E/2W/2 TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 1-4; S/2N2; S/2 SEC. 12: ALL	2,215.53	92	200
WYW-127854	USA	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 19: LOTS 1-4; E/2; E/2W/2 SEC. 20: ALL SEC. 21: ALL	1,907.32	92	202
WYW-128703	USA	McMURRY OIL COMPANY	03/01/93	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 10: ALL SEC. 14: N/2; N/2SW/4; SE/4	1,200.00	92	12
WYW-130232	USA	McMURRY OIL COMPANY	09/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: LOTS 1-2; S/2SE/4 SEC. 11: ALL	783.27	93	321
WYW-122309	USA	STANDARD ENERGY COMPANY	11/01/90	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 32: ALL	640.00	95	585

WYW-130730	USA	McMURRY OIL COMPANY	12/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2N2/; S/2	2,270.62	94	46

02169M:120.wd16

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.1645875%

BEING in all a total of an undivided .1645875% of EIGHT/EIGHTS (.1645875% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256306

RECORDED March 14 1995 8:29AM
IN BOOK 103016 PAGE 128
FEES 37.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

02172\ld:120.wd16

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
ST WY 92-00189	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NE/4SW/4; S/2SW/4; SW/4SE/4	160.00	88	439
ST WY 92-00190	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	88	439
ST WY 92-00191	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 17: N/2NE/4; SE/4NE/4	120.00	88	440
ST WY 92-00192	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 36: ALL	640.00	88	441
ST WY 92-00193	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	88	442
ST WY 92-00194	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 24: SE/4SE/4	40.00	88	443
ST WY 92-00195	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 25: E/2NE/4; SE/4SE/4	120.00	88	444
ST WY 92-00196	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 16: ALL	640.00	88	445
ST WY 92-00197	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M. SEC 16: S/2	320.00	88	446
ST WY 92-00198	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M. SEC. 36: ALL	640.00	88	447
ST WY 92-00199	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	88	448

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ST WY 92-00200	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	88	449
ST WY 92-00201	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. SEC. 16: ALL	640.00	88	450
ST WY 92-00202	STATE OF WYOMING	McMURRY OIL COMPANY	04/02/92	TOWNSHIP 28 NORTH, RANGE 111 WEST, 6th P.M. SEC. 36: ALL	640.00	88	451
ST WY 92-00412	STATE OF WYOMING	McMURRY OIL COMPANY	12/01/92	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 36: ALL	640.00	91	363
ST WY-93-00109	STATE OF WYOMING	McMURRY OIL COMPANY	03/01/93	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	92	273
ST WY 93-00114	STATE OF WYOMING	McMURRY OIL COMPANY	03/01/93	TOWNSHIP 30 NORTH, RANGE 110 WEST, 6th P.M. SEC. 36: ALL	640.00	92	275
ST WY 93-00553	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	96	3
ST WY 93-00554	STATE OF WYOMING	McMURRY OIL COMPANY	12/02/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	96	5
ST WY 94-00133	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: SW/4NW/4	40.00	96	422
ST WY 94-00148	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	96	426
ST WY 94-00147	STATE OF WYOMING	McMURRY OIL COMPANY	04/01/94	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SW/4SW/4 TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 14: NE/4SE/4	80.00	96	424

FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	99	194
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	99	196
FEE LEASE	DUNTON SHEEP COMPANY	McMURRY OIL COMPANY	05/16/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	99	198
FEE LEASE	JOHN F. ARAMBEL, SR. AND MARY LOUISE ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NW/4SW/4	40.00	99	200
FEE LEASE	JOHN F. ARAMBEL, SR. AND MARY LOUISE ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	202
FEE LEASE	JOSEPH A. ARAMBEL AND MARY ANN ARAMBEL, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	204
FEE LEASE	LOIS T. ZEBRE AND JOHN A. ZEBRE, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00		
FEE LEASE	LOIS T. ZEBRE AND ROBERT P. ARAMBEL, AS TRUSTEES OF THE MICHAEL B. ARAMBEL TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	206

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FEE LEASE	ISABELL B. KURTZ, A WIDOW	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	208
FEE LEASE	CHRISTIAN BUNNING AND MARGARET F. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	210
FEE LEASE	ROBERT BUNNING AND MARY D. BUNNING, HUSBAND AND WIFE	McMURRY OIL COMPANY	08/01/93	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	212
FEE LEASE	ESTHER G. CHEESMAN F/K/A ESTHER G. BUNNING, INDIVIDUALLY AND AS TRUSTEE OF THE JOHN T. BUNNING, JR. FAMILY – TRUST	McMURRY OIL COMPANY	08/01/94	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 27: SW/4SW/4 SEC. 28: NW/4SE/4 SEC. 34: NW/4NW/4; S/2NW/4; NW/4SE/4	240.00	99	214

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.0061875%

BEING in all a total of an undivided .0061875% of EIGHT/EIGHTS (.0061875% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256307

RECORDED March 14, 1995 8:20 AM
IN BOOK 103 Misc PAGE 133
FEES $21.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

02172\ld:120 wd16

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
W-100902 (HBP)	USA	EUGENE J. WAIT, JR.	08/01/86	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 34: ALL - JONAH FEDERAL #32-34 (SW/4NE/4) SEC. 35: ALL	1,280.00		
W-102899	USA	EUGENE J. WAIT, JR.	08/01/86	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 27: ALL	640.00	88	393
W-106728	USA	CONOCO, INC.	07/01/85	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 29: ALL SEC. 31: LOTS 1-4; E/2; E/2W/2	1,308.82	88	399
W-107206	USA	LIBERTY PETROLEUM CORPORATION	10/01/87	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 12: ALL SEC. 13: ALL SEC. 24: ALL	1,920.00	88	403
W-100901	USA	LIBERTY PETROLEUM CORPORATION	10/01/87	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: N/2; N/2SW/4; SE4/SW/4; SE/4	600.00	88	405
WYW-97279	USA	WINSTON L. THORNTON	11/01/86	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: ALL	640.00	92	465
WYW-128039	USA	KENNETH K. FARMER	01/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: ALL SEC. 14: ALL SEC. 24: ALL SEC. 25: ALL	2,560.00	92	463
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	96	554

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WYW-115608	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7 SEC. 6: S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: ALL SEC. 30: E/2NE/4; SE/4 SEC. 31: LOTS 1-4; E/2W/2;E/2 SEC. 32: ALL SEC. 33: W/2NW/4	2,323.52	96	554
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 1-4; E/2W/2; E/2 SEC. 31: LOTS 1-4; E/2W/2; E/2	1,284.80	98	423
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4 SEC. 28: SE/4 SEC. 35: SE/4	640.00	98	421

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[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.37125%

BEING in all a total of an undivided .37125% of EIGHT/EIGHTS (.37125% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256308

RECORDED March 14, 1995 8:20AM
IN BOOK 103 PAGE 136
FEES 18.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

02176\ld:120.wd16

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-120908	USA	L. M. GRACE, JR.	08/01/90	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 10: S/2 SEC. 15: ALL SEC. 17: ALL SEC. 20: E/2 SEC. 21: ALL SEC. 22: ALL SEC. 23: ALL SEC. 27: ALL SEC. 28: N/2	4,800.00	88	717
FEE LEASE	JOHN B. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	89
FEE LEASE	ANNE CASE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	91
FEE LEASE	CATHERINE CANESTRINI	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	93
FEE LEASE	JOSEPH J. ERRAMOUSPE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	95

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FEE LEASE	SISTER MIRIAM GRACE	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	97
FEE LEASE	BERNADETTE GOSAR	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	99
FEE LEASE	MARGARET SELLYEI	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	101
FEE LEASE	GRACE MOSSMAN	McMURRY OIL COMPANY	09/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: NW/4SE/4 TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: SW/4SW/4	8.89	91	103

138

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.185625%

BEING in all a total of an undivided .185625% of EIGHT/EIGHTS (.185625% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256309

NERD ENTERPRISES, INC.

RECORDED March 14, 1996 8:20AM
IN BOOK 103046 PAGE 139
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

02.78\ld:120.wd16

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-121398	USA	RON DAWURSK .	09/01/90	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 12: E/2	320.00	96	560
WYW-90672	USA	WILLIAM H. SHORT, JR.	02/01/85	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOT 1; W/2SE/4 SEC. 7: LOTS 5-8; E/2W/2	412.76	97	362

02179M.120 wd16

146

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.309375%

BEING in all a total of an undivided .309375% of EIGHT/EIGHTS (.309375% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256310

RECORDED March 14, 1996 8:30AM
IN BOOK 103 OR 6 PAGE 141
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-127856	USA	JOHN P. STRANGE	12/01/92	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 24: E/2NE/4	320.00	96	295
WYW-131987	USA	HOWELL R. SPEAR	04/01/94	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 15: ALL SEC. 22: ALL SEC. 27: ALL	1,920.00	97	519

02181\ld.120.wd16

142

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
MICK McMURRY 991 Stafford Casper, WY 82609	.1645875%

BEING in all a total of an undivided .1645875% of EIGHT/EIGHTS (.1645875% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease insofar as said lease covers the following described lands in Sublette County, State of Wyoming, to-wit:

OIL AND GAS LEASE SERIAL NUMBER ST WY 94-00149, effective April 1, 1994, described completely as follows:

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M.
Section 36: ALL

Containg Six Hundred Forty (640.00) acres, more or less.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

256311

RECORDED March 14 1996 8:20AM
IN BOOK 103 Of 6 PAGE 143
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

On this 14th day of FEBRUARY, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is

[redacted] [redacted] [redacted]

the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA
State of Wyoming
My commission Expires JAN.23 1999

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT FORT COLLINS CONSOLIDATED ROYALTIES, INC., P. O. Box 1363, Cheyenne, Wyoming 82003, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
McMURRY OIL COMPANY P. O. Box 220 Casper, WY 82602	.475%

BEING in all a total of an undivided .475% of EIGHT/EIGHTS (.475% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

256358

By _____
William R. Weeks, Vice President

RECORDED March 18, 1996 2:15P M
IN BOOK 1231 Acts PAGE 145
FEES 8.00 COUNTY CLERK
SUBLET CLERK
By Tracey L Hoover

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

On this 25th day of May, 1995, before me personally appeared WILLIAM R. WEEKS, whose identity is personally known to me and who by me duly sworn, did say that he is the Vice President of Fort Collins Consolidated Royalties, Inc., and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

_____
Notary Public

My Commission Expires: 11-1-98

[redacted] [redacted] 021[redacted]416

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-122309	USA	STANDARD ENERGY CORPORATION, ET. AL.	11/01/90	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 32: ALL	640.00	95	585
WYW-97279	USA	WINSTON L. THORNTON	11/01/86	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: ALL	640.00	92	465
WYW-128039	USA	KENNETH K. FARMER	01/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: ALL SEC. 14: ALL SEC. 24: ALL SEC. 25: ALL	2,560.00	92	463

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

147

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

KNOW ALL MEN BY THESE PRESENTS:

THAT NERD ENTERPRISES, INC., 991 Stafford, Casper, Wyoming 82602, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEE	PERCENT
McMURRY OIL COMPANY P. O. Box 220 Casper, WY 82602	.495%

BEING in all a total of an undivided .495% of EIGHT/EIGHTS (.495% OF 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

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

THIS instrument is executed as of the respective date indicated in the acknowledgement of the signatory party hereto, but effective for all purposes as of February 10, 1995 at 7:00 a.m. in the time zone in which the property is located.

NERD ENTERPRISES, INC.

256359

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

RECORDED March 18 1996 2:15 PM
IN BOOK 103 Pct 6 PAGE 147
FEES 8.00 Mary L. Lobb COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Hoover

On this 6th day of June, 1995, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Enterprises, Inc, and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

WITNESS my hand and official seal.

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public

My Commission Expires:

02184\ld:120.wd16

LEASE SCHEDULE

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

Lease Name -Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
WYW-122309	USA	STANDARD ENERGY CORPORATION, ET. AL.	11/01/90	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 32: ALL	640.00	95	585
WYW-97279	USA	WINSTON L. THORNTON	11/01/86	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: ALL	640.00	92	465
WYW-128039	USA	KENNETH K. FARMER	01/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: ALL SEC. 14: ALL SEC. 24: ALL SEC. 25: ALL	2,560.00	92	463

148

256365

This instrument Filed for Record on the 18 day of March, 1996 at 3:10 o'clock P.M. and Recorded in Book 103 of Misc. Page 149.
No. ____
$6.00
Mary L. Lankford County Clerk
By Tracy L. Hobree

QUITCLAIM DEED

June Adams Kilkenny a/k/a June Hunt Adams a/k/a Verna June Hunt Grantor, of the County of Ada, State of Idaho, for the consideration of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and QUITCLAIMS to Zackery Wayne Scott, Grantee, all interest owned in the following described mineral interests, situate in the County of Sublette in the State of Wyoming, to-wit:

160/280 of .085% or .00048571 overriding royalty interest in and to
Township-27-North, Range-113-West, 6th P.M.
Section 28: S/2 NW/4, SW/4NE/4
NW/4 SE/4, N/2 SW/4
SW/4 SW/4

WITNESS my hand this 14 day of March, 1996.

June Adams Kilkenny

STATE OF Wyoming)
) SS.
COUNTY OF Albany)

The foregoing instrument was acknowledged before me by June Adams Kilkenny, this 14th day of March, 1996.

Witness my hand and official seal.

Judith A Edelen
Notary Public

My commission expires: Apr. 15, 1999.

[redacted] ASSIGNMENT OF [redacted]RRIDING ROYALTY [redacted]

KNOW ALL MEN BY THESE PRESENTS, that CNG PRODUCING COMPANY whose address is 1450 Poydras Street, New Orleans, Louisiana 70112-6000, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

	Percent
Roy H. Dubitsky, Trustee of The Roy H. Dubitsky Trust Dated June 28, 1986 6663 So. Prescott Way Littleton, CO 80120	1.6666667
Riggs Oil & Gas Corporation P. O. Box 711 Farmington, NM 87499	1.6666667
Gasconade Oil Company 633 17th Street, #1910 Denver, CO 80202	1.6666666

BEING in all a total of an undivided 5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the land situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WITNESS our hands on this 5th day of March, 1996.

CNG PRODUCING COMPANY

256401

RECORDED MARCH 21 1996 2:50 PM
IN BOOK 103 O+G PAGE 150
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L. Hoorel

Om

By: _____
James W. Carrington, Jr.
Agent and Attorney-in-Fact

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 11th day of March, 1996, before me, the undersigned authority, personally came and appeared JAMES W. CARRINGTON, JR. appearing herein in his capacity as Agent and Attorney-in-Fact of CNG PRODUCING COMPANY, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

_____
NOTARY PUBLIC
BRIAN L. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

THIS INSTRUMENT PREPARED BY CNG PRODUCING COMPANY.

F:\HOME\ERNSTPJ\WORDVAT\ORI.ASG

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED MARCH 5, 1996

Lease No.	Lessor	Lease Description
L011123	WYW-131390	T32N-R110W Sec. 31: Lots 1-4; E/2; E/2 W/2 Sec. 32: N/2 NE/4; SW/4 NE/4; NW/4; N/2 SW/4; SW/4 SW/4 Sublette County, Wyoming 1002.40 Acres
L011188-00	ST WY 94-00101	T27N-R104W Sec. 16: All Sublette County, Wyoming 640.00 Acres
L011189-00	ST WY 94-00116	T28N-R105W Sec. 36: All Sublette County, Wyoming 640.00 Acres
L011190-00	ST WY 94-00131	T28N-R106W Sec. 36: All Sublette County, Wyoming 640.00 Acres

[redacted] [redacted] [redacted]

Assignment and Bill of Sale

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

Date: March 20, 1996

Effective Date: October 1, 1995

Assignor: Christmann Mineral Company,
a Texas corporation

Assignor's Mailing Address: Norwest Center
1500 Broadway, Suite 800
Lubbock, Texas 79401

Assignee: Barrett Resources Corporation
a Delaware corporation

Assignee's Mailing Address: 1515 Arapahoe Street
Tower Three, Suite 1000
Denver, Colorado 80202

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is herein acknowledged, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title and interest in and to the following:

(1) The oil, gas and mineral leases and leasehold estates described in Exhibit "A" attached hereto, together with any and all overriding royalty interests, production payments, or other interests in the production of oil, gas or other minerals in, under or that may be produced from the lands covered thereby ("Leases");

(2) Any presently existing and valid farmout agreements, pooling and unitization agreements, joint operating agreements, gas purchase agreements, gathering agreements, transportation agreements, processing agreements, and other contracts or agreements to the extent same cover and effect the herein described Leases ("Contracts");

RECORDED March 27 1996 9402 M
IN BOOK 103 of L PAGE 152
FEES $ 18.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

256485

(3) To the extent assignable by Assignor, all rights-of-way, easements, servitudes and franchises appurtenant to or used in connection with the operation of the herein described Leases ("Easements");

(4) To the extent assignable by Assignor, all permits and licenses appurtenant to or held in connection with the operation of the herein described Leases ("Permits");

(5) All producing, non-producing and shut-in oil and gas wells, saltwater disposal wells, and water wells located upon and used in connection with the operation of the herein described Leases ("Wells"); and

(6) All equipment, personal property, surface equipment, down-hole equipment, pipelines, gathering lines, buildings and inventory used or obtained in connection with the herein described Leases ("Equipment").

TO HAVE AND TO HOLD unto Assignee, Assignee's heirs, legal representatives, successors and assigns, and Assignor does hereby warrant title to the Leases hereby assigned and conveyed, subject to the terms and conditions hereinafter set forth, by, through and under Assignor, but not otherwise.

WITH RESPECT TO THE CONTRACTS, EASEMENTS, PERMITS, WELLS, EQUIPMENT AND OTHER INTERESTS OR RIGHTS IN LAND HEREIN CONVEYED, THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS OR IMPLIED, AND WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE, EXPRESSED OR IMPLIED. ALL PERSONAL PROPERTY, FIXTURES AND IMPROVEMENTS REFERRED TO ABOVE ARE TRANSFERRED AND ASSIGNED "AS IS, WHERE IS, WITH ALL FAULTS."

This Assignment is expressly made subject to (i) all of the terms, covenants, conditions, restrictions, limitations and provisions of the herein described Leases and any mesne assignments thereof; (ii) all royalties, overriding royalties, payments out of production and other lease burdens of record, or of which Assignee has actual knowledge, as of the date of the execution hereof; (iii) all contracts and agreements affecting the Leases, Easements, Permits, Wells, or Improvements herein assigned and conveyed, including without limitation the Unit Agreement and Unit Operating Agreement for the Riley Ridge Unit; (iv) that certain Letter Agreement dated February 27, 1989, between Edward Mike Davis and John Christmann; (v) all terms and conditions of any orders, rules, regulations and ordinances of any federal, state or other governmental entity having jurisdiction; and (vi) ad valorem taxes for year 1996 and all subsequent years, the payment of which Assignee assumes.

It is the intention and agreement of Assignor and Assignee hereunder that the provisions of this Assignment and Bill of Sale shall be severable. Should the whole, or any portion of a section or paragraph be judicially held to be void or invalid such holding shall not affect other portions which can be given effect without the invalid or void portion.

ASSIGNOR:

CHRISTMANN MINERAL COMPANY

By: C. E. Christmann
Title: VICE PRESIDENT

ASSIGNEE:

BARRETT RESOURCES CORPORATION

By: [signature]
Title: Vice President, Land

STATE OF TEXAS)
) ss.
COUNTY OF Lubbock)

I, Kathy McDonald, a Notary Public in and for the County and State aforesaid, do hereby certify that C. E. Christmann, whose name is subscribed to the foregoing instrument as Vice President of **Christmann Mineral Company**, a Texas 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 20th day of March, 1996.

My Commission Expires: _____

NOTARY PUBLIC STATE OF TEXAS
KATHY McDONALD
Notary Public, State of Texas
My Commission Expires 10-8-98

Kathy McDonald
Notary Public
Print Name & Address

_____

_____

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 **Vice President, Land 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 18th day of March, 1996.

My Commission Expires: 5/22/99

Patti E. Rives
Notary Public

FORMS/P&S/EXHCCHR.DOC

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached hereto and made a part of that certain Assignment and Bill of Sale dated March 20, 1996 between the Christmann Mineral Company and Barrett Resources Corporation.

LEASEHOLD INTEREST SUBJECT HERETO:

1. Federal Oil and Gas Lease Number WYW-38887, effective 4-1-73 insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 114 West
Sec. 4: Lot 4, S/2NE/4, SE/4, NE/4SW/4, S/2SW/4
Sec. 5: NW/4SW/4, S/2SW/4
containing 501.05 gross (3.76 acres)
Tract 2A, being a 0.75% interest covering all depths, subject to a 6.06% ORR.

Township 29 North, Range 114 West
Sec. 4: SW/4NW/4, NW/4SW/4
Sec. 5: Lots 1,2,3, S/2N2, NE/4SW/4, SE/4
containing 499.85 gross (3.75 acres)
Tract 2B, being a 0.75% interest covering all depths, subject to a 6.06% ORR.

2. Federal Oil & Gas Lease Number WYW-78475, effective 6-1-74, insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 114 West
Sec. 10: SW/4
containing 160.00 acres (4.80 acres)
Tract 5A, being a 3% interest covering all depths, and subject to an 11.25% ORR.

Township 29 North, Range 114 West
Sec. 10: SE/4, NW/4, S/2NE/4, NW/4NE/4
Sec. 15: N/2NE/4, SW/4NE/4
containing 560.00 acres (8.40 acres)
Tract 5B, being a 1.50% interest covering all depths, and subject to an 11.25% ORR.

additional lands outside of Unit
Township 29 North, Range 114 West
Sec. 10: NE/4NE/4
Sec. 15: SE/4NE/4, SE/4
containing 240.00 acres (3.60 acres)
being a 1.50% interest covering all depths, and subject to an 11.25% ORR

3. Federal Oil & Gas Lease WYW-78476, effective 3-1-75, insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 114 West
Sec. 9: N/2
containing 320.00 acres (6.24 acres) (12.48 acres)
Tract 6, being a 1.95% from the surface to 9,340', a 3.899997% interest in all depths below subject to a 5.474999% ORR from the surface to base of the Dakota Formation and a 5.94998% ORR in all depths below.

4. Federal Oil & Gas Lease WYW-49634, effective 4-1-75, insofar as it covers the following lands situated in Sublette County, Wyoming

Township 29 North, Range 114 West
Sec. 8: All
containing 640.00 acres (19.20 acres)
Tract 8, being a 3.0% interest from the surface to a depth of 16,000' in the RR #8-24 subject to a 10% ORR. At payout, Yates Drilling Co., et al will convert 6.25% ORR to a 50% working interest.

5. Federal Oil & Gas Lease WYW-59398, effective 8-1-77, insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 114 West
Sec. 20: All
containing 640.00 (12.48 acres) (24.96 acres)

Tract 16A, being a 1.95% interest from the surface to the base of the Dakota Formation subject to a 6.72499% ORR and a 3.899997% in all depths below, subject to a 7.1998% ORR.

Township 29 North, Range 114 West
Sec. 18: NE/4
containing 160.00 acres (6.24 acres)
Tract 16B, being a 3.899997% interest in all depths, subject to a 7.19998% ORR.

6. Federal Oil & Gas Lease WYW-60620, effective 4-1-76 insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 114 West

Sec. 9: SE/4SE/4*	Tract 17A	(.78 acres)	(1.56 acres)
Sec. 17: S/2**	Tract 17B	(6.24 acres)	(12.48 acres)
Sec. 17: N/2***	Tract 17C	(12.48 acres)	
Sec. 5: Lot 4 (19.49)			
Sec. 6: Lot 1 (19.64), 2 (19.99), S/2NE/4, SE/4			
Sec. 7: E/2			
Sec. 18: SE/4 ****	Tract 17D	(30.39 acres)	

*Tract 17A being a 1.95% interest from the surface to 9,340', a 3.9% interest all depths below 9,340', subject to a 5.949998% ORR.

** Tract 17B being a 1.95% interest from surface to 9,340' subject to a 5.949998% ORR, a 3.9% interest from 9,340' - 16,370' subject to a 8.449998% ORR until payout and a 3.9% interest in the remaining depths subject to a 5.949998% ORR.

***Tract 17C being a 3.9% interest from surface to 9,340' subject to a 5.949998% ORR, a 3.9% interest from 9,340' - 16,370' subject to an 8.449998% ORR until payout and a 3.9% interest in the remaining depths subject to a 5.949998% ORR.

****Tract 17D being a 3.9% interest in all depths subject to a 5.949998% ORR.

7. Federal Oil & Gas Lease Number WYW-60621, effective 4-1-76 insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 114 West
Sec. 21: All
Sec. 28: All
containing 1,280 acres (3.12 acres) (49.92 acres)

Tracts 18A & B consisting of 18 A, Sec. 21: W/2NW/4, NE/4NW/4, NW/4NE/4, being a 1.95% interest from the surface to the base of the Dakota Formation (9340') subject to a 5.474999% ORR and a 3.9% interest in those lands below 9,340' subject to a 5.949998% ORR.
** Balance of lands now Tract 18B and subject to a 5% ORR. Brought into unit by agreement of working interest partners. Not found in BLM file

8. Federal Oil and Gas Lease Number WYW-62803, effective 11-1-78 insofar as it covers the following lands situated in Sublette County, Wyoming

Township 29 North, Range 114 West
Sec. 6: Lots 6, 7, SE/4NW/4, E/2SW/4
Sec. 7: Lots 1,2,3,4, E/2W/2
Sec. 18: Lots 1,2,3,4, E/2W/2
containing 754.89 acres (90.59 acres)
Tract 19 being a 12% interest in in all depths, subject to a 13% ORR.

outside of unit acreage
Sec. 6: Lots 3, 4, 5,
Sec. 26: E/2, E/2NW/4, SW/4NW/4, SW/4
containing 680.25 acres (81.63 acres)

[redacted] [redacted] [redacted]

9. Federal Oil and Gas Lease Number WYW-67196, effective 4-1-79 insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 29 North, Range 115 West
Sec. 1: S/2SE/4, NE/4SE/4 (18.00 acres)
Tract 20, being a 15% interest in all depths subject to a 4% ORR

Township 29 North, Range 115 West (additional lands outside unit)
Sec. 1: N/2, SW/4, NW/4SE/4
Sec. 2: All
Sec. 11: E/2, E/2W/2 (246.00 acres)
containing 1760.00 acres, subject to a 4% ORR

10. Federal Oil and Gas Lease Number WYW-69874, effective 1-1-80 insofar as it covers the following lands situated in Sublette County, Wyoming.

Township 30 North, Range 114 West
Sec. 31: SE/4SE/4
containing 40.00 acres (4.00 acres)
Tract 29, being a 10% interest in all depths subject to a 6.6667% ORR.

11. State of Wyoming Oil & Gas Lease Number 76-342, effective 5-2-76 insofar as it covers the following lands situated in Sublette County, Wyoming

Township 29 North, Range 114 West
Sec. 16: All
containing 640.00 acres A & B (12.48 acres), C (24.96 acres)
Tracts 22 A and B being a 1.95% from the surface to the base of the Dakota Formation (9,340') and a 3.89999% (Tract C, Sec. 16: All) in the depths below subject to a 5.474999% ORR.

DIANA L. APPIS
[illegible] CORPORATION
[illegible] SUITE 1000
[illegible]

Form 3000-3a
(October 1992)

159 UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

D3-3X

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995 K/F

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)

0050088-000
McDonald Draw

Lease Serial No.
W-92217

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Enron Oil & Gas Company
P. O. Box 4362
Houston, TX 7721-4362

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 112 West Section 18: NE Sublette County, Wyoming Surface to 3,359'	50%	50%	-0-	-0-	3%

RECORDED March 28 1996 3:30 PM
IN BOOK 102046 PAGE 159
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

256499

This Transfer of Operating Rights is made subject to that certain Exchange Agreement effective December 1, 1995 between S & C Construction, Inc. and Enron Oil & Gas Company.

EOG LAND ADM
MAR 11 1996
FILE ROOM RECEIVED

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 MAR 01 1996

EOG LAND ADMIN
MAR 07 1996

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

_____
(Title)

_____
(Date)

96 JAN 16 PM 2:

Part A (Continued): [redacted]NAL SPACE for Names and addresses of additio[redacted]ees in Item No. 1, if needed, or for Land Descrip[redacted]n No. 2 if needed.

EOG LAND ADM
DATE: 1/4/96 BY: RAH

FILE # 0950088-000
TAB: ASSIGN

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 22 day of DECEMBER, 19 95

Name of Transferor S & C Construction, Inc.
Please type or print

Transferor Steven D. Cobb
(Signature)

or

Attorney-in-fact _____
(Signature)

202 Sawgrass Lane
(Transferor's Address)

Broussard, LA 70518
(City) (State) (Zip Code)

Executed this 22 day of DECEMBER, 19 95

Enron Oil & Gas Company

Transferee _____
(Signature)

or

Attorney-in-fact J.H. Fuell
(Signature)

BURDEN HOURS STATEMENT

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

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

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

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Steven D. Cosby, known to me to be the person whose name is subscribed to the foregoing instrument as President of **S & C Construction, Inc.** 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.

WITNESS my hand and official seal.

KELLY M. JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-24-97

My Commission Expires:

4/24/97

Kelly M Johnson
Notary Public

FILED
96 JAN 18 PM 2:16
RECEIVED
CHEYENNE, WYOMING

STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared R.H. Lettingwell, known to me to be the person whose name is subscribed to the foregoing instrument as Agent & Attorney-in-Fact of **Enron Oil & Gas Company**, 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.

WITNESS my hand and official seal.

KELLY M. JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-24-97

My Commission Expires:

8/24/97

Kelly M Johnson
Notary Public

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW137242

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Shana Zoe Ltd
   Street 7128 S Poplar Ln
   City, State, Zip Code Englewood, CO 80112

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. R. Meridian State County

256501

RECORDED March 28, 1996 4:10PM
IN BOOK 103 Misc PAGE 162
FEES $ 8.00 Mary L. Lumley COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029ON R. 110OW 06th Meridian WY State Sublette County
Sec. 030 LOTS 1-4;
030 E2W2;
031 LOTS 1-4;
031 E2W2;
029ON 111OW 06th WY
Sec. 012 NWNW,NESW,W2SW;
013 W2W,W2SE;
023 NWSE;
024 W2,SE;
025 S2N2,NENW,N2SE,SE;

Total acres in lease 1915.790
Rental retained $ 2874.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Mary J. Rugwell (Signing Officer)

Land Law Examiner (Title)

AUG 18 1995 (Date)

EFFECTIVE DATE OF LEASE SEP 01 1995

(Continued on reverse)

FOR TESS

162

9. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

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

Duly executed this 1st day of September, 19 95.

SHAMA ZOE, LIMITED PARTNERSHIP

By Gilman A. Hill

(Signature of Lessee or Attorney-in-fact)

Gilman A. Hill, General Partne

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental; if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1987)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW138172

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 80112

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

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project Alpine Teoh Unit

Legal description of land requested: _____ Parcel No. _____ Sale Date (m/d/y): _____

*SEE ITEM 3 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. 031ON R. 110W 06th Meridian WY State Sublette County
sec. 027 LOTS 4;

256502

RECORDED March 28, 1996 4:40 PM
IN BOOK 103 Misc PAGE 164
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sanders

Total acres in lease 8.450
Rental retained $ 13.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Land Law Examiner (Title)

FEB 28 1996 (Date)

EFFECTIVE DATE OF LEASE MAR 01 1996

(Continued on reverse)

FOR LESSEE

164

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 6th day of March, 19 96

SHAMA ZOE LIMITED PARTNERSHIP

Gilman A. Hill, (Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

02043

Serial No.
WYW138660

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: ALPINE GAS COMPANY
   Street: 6400 S. Fiddler's Green Circle, #1977
   City, State, Zip Code: Englewood, CO 80111

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

2. This application/offer/lease is for: *(Check only One)* ☒ 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.: WY-9602-390 *Sale Date (m/d/y): 02 / 06 / 96
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. R. Meridian State County

256503

RECORDED March 28, 1996 1:10 PM
IN BOOK 103 Of6 PAGE 1166
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachau

Amount remitted: Filing fee $ 75.00 Rental fee $ 420.00 Total acres applied for 280
Total $ 495.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SEE ATTACHED

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

LAND LAW EXAMINER (Title)

MAR 0 1 1996 (Date)

EFFECTIVE DATE OF LEASE APR 0 1 1996

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, 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 6th day of February, 19 96. Howard O Sharpe

Howard O. Sharpe (Signature of Lessee or Attorney-in-fact)

Executive Vice President

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.

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(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.

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An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

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.

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During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

*U.S. GPO: 1992-774-017/67034

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

Lease Serial No.

WYW 124622

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Lindy's Living Trust created by
Trust Agreement dated July 8, 1994, including any amendments thereto
616 Texas Street
Fort Worth, Texas 76102

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Township 30 North, Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette County, Wyoming Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992. The overriding royalty assigned herein is a portion of the overridingg royalty created in that Assignment dated November 18, 1994 by and between Javelina Partners, Transferor and McMurry Oil Company, Transferee, and is borne entirely by the 60% working interest assigned in that Assignment to McMurry Oil Company	0.25% ORR	0.25% ORR	None		

256589

RECORDED April 5 1996 9:45 AM
IN BOOK 103 Misc PAGE 168
FEES $ 8.00 Mary D. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

168

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

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of December 1995.

VIRGINIA CLARKE
Notary Public
STATE OF TEXAS
Exp. JULY 31 1996

Virginia Clarke
Notary Public State of Texas
Virginia Clarke

My Commission Expires:
7/31/96

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 29th day of December, 19 95
effective January 1, 1996 at 7 A.M.

Name of Transferor Francis H. Hudson
Please type or print

Transferor Francis H. Hudson
or Francis H. Hudson (Signature)

Attorney-in-fact _____
(Signature)

616 Texas Street
(Transferor's Address)

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

Executed this 29 day of December, 19 95

Lindy's Living Trust

Transferee Francis H. Hudson
or (Signature)

Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

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

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

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

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

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

Lease Serial No.

WYW 124622

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Lindy's Living Trust created by
Trust Agreement dated July 8, 1994, including any amendments thereto
616 Texas Street
Fort Worth, Texas 76102

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Township 30 North, Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette County, Wyoming Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992.	6.6667%	6.6667%	None	None	5%

256590

RECORDED April 5, 1996 9:15 AM
IN BOOK 103 Of 6 PAGE 170
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Cathy Baston

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of December 1995.

Virginia Clarke
Notary Public State of Texas
Virginia Clarke

My Commission Expires:
7/31/96

VIRGINIA CLARKE
Notary Public
STATE OF TEXAS
Comm Exp. JULY 31 1996

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 29 day of December 19 95
effective 7 A.M. January 1, 1996

Name of Transferor Francis H. Hudson
Please type or print

Transferor Francis H. Hudson
(Signature)
or
Attorney-in-fact
(Signature)

616 Texas Street
(Transferor's Address)

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

Executed this 29 day of December 19 95

Lindy's Living Trust

Transferee Francis H Hudson
(Signature)
or
Attorney-in-fact
(Signature)

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/87023

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING δ

COUNTY OF SUBLETTE δ

KNOW ALL MEN BY THESE PRESENTS:

THAT, Spindletop Drilling Company, hereinafter referred to as "Assignor", whose address is 9319 LBJ Frwy. #205, Dallas, TX 75243, for and in consideration of Ten Dollars and other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto PGC Gas Company, of 9319 LBJ Freeway, Suite 204, Dallas, TX 75243, hereinafter referred to as "Assignee", one-quarter of Assignor's right, title and interest in and to those certain Oil, Gas and Mineral Leases set forth and described in Exhibit "A" attached hereto and the lands covered thereby and any and all assets emanating from said leases, along with a like interest in and to all wells, equipment, materials, fixtures and other personal property located on said lands and used in connection with the operation of said leases; as well as one-quarter of Assignor's right, title and interest in all contracts, licenses, permits and agreements pertaining to the subject property.

By acceptance hereof, Assignee assumes its prorata share of all responsibilities, liabilities and obligations acquired by Assignor under the terms of the conveyancing document effective December 1, 1993 and recorded at volume 96, page 135 of the Records of the County Clerk of Sublette County, Wyoming, whereby Assignor acquired its interest covering the subject property, and agrees to indemnify and hold Assignor harmless from any and all claims or actions brought, threatened or claimed against Assignor and pertaining to the interest assigned herein. This Assignment is executed and delivered without any representation, warranty or covenant of title, either express, implied or statutory. The interests are assigned and accepted by the Assignee "as is, where is" and with all faults and defects.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, forever, in accordance with the terms of the leases described in Exhibit "A" attached hereto, and subject to the terms and conditions of that certain "Joint Venture Agreement" dated March 23, 1994 between the parties hereto.

EXECUTED this 22nd day of February, 1996, but to become effective as of December 1, 1993.

Attest:

ASSIGNOR:
SPINDLETOP DRILLING COMPANY

K. Paul Cash, Secretary

Paul E. Cash, President

256601

RECORDED April 5, 19 96 11:30 AM
IN BOOK 103 PAGE 172
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Attest:

ASSIGNEE:
PGC GAS COMPANY

Lauren R. Kennedy
Asst. Secretary

Gregory A. Vanee, President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 29th day of March, 1996 by Paul E. Cash, the president of Spindletop Drilling Company, a Texas corporation.

BRENDA S. RHOADES
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-29-2000

Brenda S. Rhoades
Notary Public in and for the
State of Texas.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 25th day of March, 1996 by Gregory A. Vance, the president of PGC Gas Company, a Texas corporation..

JACKIE SAULS
NOTARY PUBLIC
State of Texas
Comm Exp. 06-13-98

Notary Public in and for the
State of Texas.

EXHIBIT 'A'

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE
USA #W-043213(URC 1-20)	UNIVERSAL RESOURCES CORP.	020174			80.00 ACRES, MOL, BEING: TOWNSHIP 30 NORTH, RANGE 113 WEST SECTION 20: NE/4 NW/4 & NW/4 NW/4	SUBLETTE	WYOMING

174

175

UMC-Christman 1-20

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING

COUNTY OF SUBLETTE

THIS ASSIGNMENT AND BILL OF SALE, dated this 5th day of March, 1996, but effective as of 12:01 a.m. on March 1, 1996, between Wadi Petroleum, Inc., whose mailing address is 14405 Walters Road, Houston, Texas 77014, hereinafter referred to as Assignor and

WILLISCHILD OIL AND GAS CORP
904 G STREET
SNYDER, OK 73566

whose mailing address is, , hereinafter referred to as "Assignee".

For adequate consideration, Assignor assigns, sells and conveys to Assignee all of Assignor's right, title and interest in the Oil and Gas Leases described in Exhibit "A" to this Assignment, which Exhibit is incorporated into this Assignment for all purposes, together with all of Assignor's title and interest in all wells located on the lands. It is the intention of Assignor to assign to Assignee all of its interest in the Leases and Lands, whether or not such interest, Leases and Lands are accurately described in Exhibit "A", including all of Assignor's rights and interest in the following, all of which are referred to in this Assignment collectively as the "Properties":

1. Assignor's leasehold interest in oil, gas and other minerals, including working interest, carried working interest, net profits interest, rights of assignment and reassignment, and all other rights and interest under the Leases.

2. All rights and interests in or derived from Unit Agreements, orders and decisions of State and Federal regulatory authorities establishing units, Joint Operating Agreements, Enhanced Recovery Agreements, Water Flood Agreements, Farmout Agreements and Farmin Agreements, Options, Drilling Agreements, Unitization, Pooling and Communitization Agreements, Salt Water Disposal and Injection Agreements, Assignments of Operating Rights, Working Interest, Subleases, and any and all other agreements to the extent they pertain to the Leases, Lands and the wells located on the Leases.

3. All producing, nonproducing and shut in oil and gas wells, salt water disposal wells, water wells, injection wells, and all other wells on or attributable to the Leases, whether or not identified in the Exhibit to this Assignment.

4. All pumps, casing, rods, tubing, wellhead equipment, separators, heater treaters, tanks, pipelines, gathering lines, flow lines, valves, fittings and all other surface and down hole equipment, fixtures, related inventory, gathering and treating facilities, personal property and equipment used in connection with the Leases and the wells located on the Leases and all other interests described above.

Executed this 5th day of March, 1996, but effective March 1, 1996.

ATTEST:

Sandra G. Cherry, Secty

Wadi Petroleum, Inc.

By: _____
Kevin B. Dice, Vice President

RECORDED April 2
IN BOOK 103 PAGE 775
SEP 88 10:00 AM
SUBLETTE COUNTY CLERK
By Tracy L Thompson Deputy
256618

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this 5th day of March, 1996 by Kevin B. Dice, Vice President of Wadi Petroleum, Inc., a Texas corporation, on behalf of said corporation.

By: _____
Notary Public in and for the State of Texas

My commission expires:

JEANNE A. DELVECCHIO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 9, 1998

ASSIGNEE:
Willischild Oil and Gas Corp.

_____
Jackie D. Willis
President

THE OIL & GAS ASSET
CLEARINGHOUSE
P.O. BOX 571707
HOUSTON TX 77257-1707

This document prepared by:
Ann Horton
Wadi Petroleum, Inc.
14405 Walters Rd, [redacted]
Houston, Texas 770[redacted]

[redacted] [redacted] [redacted]

Individual Acknowledgement

The 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 _____, 1996.

My Commission Expires

_____ _____

Notary Public in and for
The State of _____

Corporate Acknowledgement

The State of Texas §

County of Harris §

Before me, the undersigned authority, on this day personally appeared Jackie D. Willis as President of Willuschild Inland Gas Corp Oklahoma 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 26th day of March, 1996.

My Commission Expires

BETH RODGERS
MY COMMISSION EXPIRES
June 3, 1998

Beth Rodgers

Notary Public in and for
The State of Texas

Agent or Attorney-in-Fact Acknowledgement

The 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 as agent/attorney-in-fact of _____, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal this _____ day of _____, 1996.

My Commission Expires

_____ _____

Notary Public in and for
The State of _____

EXHIBIT "A"

Sublette County, Wyoming

Christmann URC #1-20

Lessor:	United States of America Serial No. W-43213
Lessee:	C. Ward Chase
Date:	February 1, 1974
Description:	Township 30 North, Rage 113 West Section 20: N/2 NW/4, NE/4 NW/4, NW/4 NW/4 Containing 320 acres more or less. Sublette Co., Wyoming.

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS. That it is hereby certified by the **NORWEST BANK WYOMING, NATIONAL ASSOCIATION,** of Casper. Wyoming. mortgagee named in that certain mortgage given by **Nerd Enterprises, Inc., a Wyoming corporation,** to Norwest Bank Wyoming of Casper. to secure payment of all debts; dated on the **28th** day of **December, 1993**, and recorded in the office of the county clerk of **Sublette County**. State of Wyoming. on the **24th** day of **January, 1994** with instrument number **244998** covering the following described properties:

All properties described in the ~~its~~ said mortgage

that the mortgage described herein has been fully satisfied by the payment of the debt secured thereby. and is hereby canceled. released and discharged.

IN WITNESS WHEREOF. **Norwest Bank Wyoming, N.A.** . has caused its name to be signed hereto by its proper officers and its corporate seal to be hereunto affixed. pursuant to due authority given. this **15th** day of **April, 1996**.

Witness:

Dennis Riske, Assistant Vice President

NORWEST BANK WYOMING, N.A.

BY: _____

David W. Perino

ATTEST: **Vice President**

STATE OF WYOMING) ss
County of Natrona)

On this **15th** day of **April, 1996**. before me appeared **David W. Perino** to me personally known. who. being duly sworn. did say that he is the **Vice** President of the **NORWEST BANK WYOMING, N.A.** and that the seal affixed to the foregoing instrument is the corporate seal of said corporation. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors. and said **Dennis Riske** acknowledged said instrument to be the free act and deed of said corporation.

DIANA L. WALLACE - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Aug. 28, 1999

Notary Public

My commission expires: Aug. 28, 1999

256745

RECORDED April 16, 1996 12:10 PM
IN BOOK 103 Oto PAGE 178
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

179

RELEASE OF FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS. That it is hereby certified by the **NORWEST BANK WYOMING, NATIONAL ASSOCIATION,** of Casper, Wyoming, secured party named in that certain financing statement given by **Nerd Enterprises, Inc., a Wyoming corporation,** to Norwest Bank Wyoming of Casper, to secure payment of **all debts**; dated on the **28th** day of **December, 1993**, and recorded in the office of the county clerk of **Sublette County**, State of Wyoming, on the **27th** day of **January, 1994** with instrument number **245066** covering the following described properties:

All properties descreibed in the said financing statement

that the financing statmeent described herein has been fully satisfied by the payment of the debt secured thereby, and is hereby canceled, released and discharged.

IN WITNESS WHEREOF, **Norwest Bank Wyoming, N.A.** , has caused its name to be signed hereto by its proper officers and its corporate seal to be hereunto affixed, pursuant to due authority given, this **15th** day of **April, 1996.**

NORWEST BANK WYOMING, N.A.

Witness:

BY: _____
David W. Perino

Dennis Riske, Assistant Vice President

ATTEST: **Vice President**

STATE OF WYOMING) ss
County of Natrona)

On this **15th** day of **April, 1996**, before me appeared **David W. Perino** to me personally known, who, being duly sworn, did say that he is the **Vice President** of the **NORWEST BANK WYOMING, N.A.** and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said **Dennis Riske** acknowledged said instrument to be the free act and deed of said corporation.

DIANA L. WALLACE - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Aug. 28, 1999

_____
Notary Public

My commission expires: Aug. 28, 1999

256746

RECORDED April 16, 1996 12:10PM
IN BOOK 103 046 PAGE 179
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Burton

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.
W42781
Lease Effective Date
(Anniversary Date)
January 1, 1974
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Arloma Corporation
Street 3887 State Street, Suite 22
City, State, ZIP Code Santa Barbara, Ca. 93105-3196

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T-27-N R-111-W,6th Prin.Mer.- Section 4: N/2 Section 5: E/2 Section 8: NE/4, N/2SE/4, SE/4SE/4 Section 9: All Containing 1,560.00 Acres, more or less Sublette County, Wyoming 256805	6.25%	6.25%	-0- (none)		

RECORDED April 19, 1996 3:35 PM
IN BOOK 103 of 6 PAGE 180
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 9th day of April, 19 96

Name of Assignor as shown on current lease Arthur N. Rupe
(Please type or print)

Assignor or Attorney-in-fact Arthur N. Rupe
(Signature)

3887 State Street, Suite 22
(Assignor's Address)

Santa Barbara, Ca. 93105-3196
(City) (State) (Zip Code)

Executed this 9th day of April, 19 96

Assignee or Attorney-in-fact Cordell D. Thomas
(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 — 573-016/20062

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Arthur N. Rupe 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of April, 1996.

My Commission Expires:

_____

Notary Public in and for Santa Barbara County, California

CORDELIA B. SHERMAN
Comm. # 1032243
NOTARY PUBLIC CALIFORNIA
Santa Barbara County
My Comm. Expires July 14, 1953

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

BEFORE ME, the undersigned authority , on this day personally appeared Cordelia B. Sherman, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Vice President of Arloma Corporation, a California Corporation, and acknowledge to me that she executed the same as the act and deed of said corporation, for the purpose and consideration therein expressed, in the capacity therein stated, and said corporation executed said instruments for itself and in the capacities therein specified.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of April, 1996.

My Commission Expires:

MAR 14, 1997

Notary Public in and for Santa Barbara County, California

DAVID R HALL JR
COMM. #987998
Notary Public — California
SANTA BARBARA COUNTY
My Comm. Expires MAR 14,1997

183

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-125950

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* . Presidio Exploration, Inc.
   Street 5613 DTC Parkway, Suite 800
   City, State, ZIP Code Englewood, CO 80111-3035

*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 108 West, 6th P.M. Section 28: All Sublette County, Wyoming Containing 640.00 acres, more or less	100%	100%	None	None	None

256806

RECORDED April 19, 1996 1:20 PM
IN BOOK 103 046 PAGE 183
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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 [redacted]): ADDITIONAL SPACE for Names and addresse[redacted]onal assignees in Item No. 1, if needed, or for Land [redacted] in Item No. 2, if needed.

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

On this 15th day of January, 1992, before me personally appeared Jonathan S. Roderick, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of High Plains Energy 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 Jonathan S. Roderick acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of January, 1992.

My Commission Expires: 4-30-93

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 either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 15th day of January, 19 92

Name of Assignor as shown on current lease High Plains Energy Company
Please type or print

Assignor Jonathan S. Roderick (Signature) Vice President
or
Attorney-in-fact Attest: James F. Winter (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Executed this 24th day of January, 19 92

Presidio Exploration, Inc.

Assignee BY Ed Kerr (Signature)
or
Attorney-in-fact ED KERR, Attorney in Fact
(Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE 1988—573-016/95011

Form 3100-11h
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW125950

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: High Plains Energy Company
   Street: 1600 Broadway #1565
   City, State, Zip Code: Denver, CO 80202

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

   Surface managing agency if other than BLM: _____ Unit/Project _____

   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R	Meridian	State	County

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

Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029.0N R. 108.0W 06th Meridian WY State Sublette County

sec. 020 ALL;

256807

RECORDED April 19, 1996 4:20PM
IN BOOK 103 046 PAGE 185
FEES $ 20.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Total acres in lease 640.000
Rental retained $ 960.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Florence C Speltz
(Signing Officer)

Supervisory Land Law Examiner DEC 13 1991
(Title) (Date)

EFFECTIVE DATE OF LEASE JAN 01 1992

(Continued on reverse)

FOR LESSEE

4 (a) [redacted] certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

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

Duly executed this 10th day of January, 19 92

HIGH PLAINS ENERGY COMPANY
Jeanette S. Roberts

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on 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.

UNITED STATE
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28, 1991

State	Date of sale
WY	12/3/91

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*:		
☒ Oil and Gas Parcel Number 395		
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

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

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

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

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

High Plains Energy Company
Print or Type Name of Lessee

[signature]
Signature of Lessee or Bidder

1600 Broadway Suite 1565
Address of Lessee

Denver CO 80202
City State Zip Code

INSTRUCTIONS

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

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

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

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

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

(Continued on reverse)

OPTIONAL USE COPY

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.

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

Surface disturbance will be prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

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

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

[redacted] [redacted] WYW1259[redacted]

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

WYW125950

2. WILDLIFE STIPULATION

c. No surface occupancy will be allowed on that portion of the lease within the following defined area for the purpose of protecting wildlife habitat, sage grouse strutting ground, sec. 28, W2W2, SENW, NESW. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they occur. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

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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-5627-B

Lease Effective Date
(Anniversary Date)
May 1, 1967

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* NERD ENTERPRISES, INC.
   Street 991 Stafford (24.75%)
   City, State, ZIP Code Casper, Wyoming 82609

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

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

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

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 108 West, 6th PM Section 9: All	100.00%	50.50%	49.50%	-0-	Of Record
Containing 640.00 acres, more or less Sublette County, Wyoming					
Assignor has executed and delivered this Assignment as of this 14th day of May, 1993, but to be effective as of May 1, 1992. 256808		(24.75% 23.75% 2.00% 50.50%	NERD ENTERPRISES, INC. FORT COLLINS CONSOLIDATED ROYALTIES, INC. Edward M. Warner Total)		

RECORDED April 19, 1996 4:20PM
IN BOOK 103 046 PAGE 193
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 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.

Tear Tear Tear

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

FORT COLLINS CONSOLIDATED ROYALTIES, INC. (23.75%)
Box 1363
Cheyenne, Wyoming 82003

Edward M. Warner (2.00%)
1512 Larimer Street, Ste. 1000
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 14 day of May, 19 93

Name of Assignor as shown on current lease: McMurry Oil Company
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact John W. Martin, President (Signature)

P.O. Box 220
(Assignor's Address)
Casper, Wyoming 82602-0220
(City) (State) (Zip Code)

Executed this 14 day of May, 19 93

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Assignee _____ (Signature)
or
Attorney-in-fact William R. Weeks, Vice President (Signature)

NERD ENTERPRISES, INC.
By: Mick McMurry
Edward M. Warner

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

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

*U.S. Government Printing Office: 1991 — 573-016/20062

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

SUBSCRIBED AND SWORN to before me by John W. Martin, President of McMurry Oil Company, as Assignor, this 15th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

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-100902

Lease Effective Date
(Anniversary Date)
August 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* NERD ENTERPRISES, INC.
   Street 991 Stafford (24.75%)
   City, State, ZIP Code Casper, Wyoming 82609

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

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

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

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 108 West, 6th PM Section 34: All Section 35: All Containing 1,280.00 acres, more or less Sublette County, Wyoming Assignor has executed and delivered this Assignment as of this 14th day of May, 1993, but to be effective as of May 1, 1992.	100.00%	50.50% 24.75% 23.75% 2.00% 50.50%	49.50%	-0-	Of Record NERD ENTERPRISES, INC. FORT COLLINS CONSOLIDATED ROYALTIES, INC. Edward M. Warner Total

256809

RECORDED April 19 1996 4:20 PM
IN BOOK 103 0+6 PAGE 196
FEES $ 10.00 Mary S. Lawton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Jackson

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

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PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 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.

Tear Tear Tear

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

FORT COLLINS CONSOLIDATED ROYALTIES, INC. (23.75%)
Box 1363
Cheyenne, Wyoming 82003

Edward M. Warner (2.00%)
1512 Larimer Street, Ste. 1000
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 14 day of May, 19 93

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact John W. Martin, President
(Signature)

P.O. Box 220
(Assignor's Address)
Casper, Wyoming 82602-0220
(City) (State) (Zip Code)

Executed this 14 day of May, 19 93

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Assignee _____
(Signature)
or
Attorney-in-fact William R. Weeks, Vice President
(Signature)

NERD ENTERPRISES, INC.
By: Mick McMurry
Edward M. Warner

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

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

*U.S. Government Printing Office: 1991 — 573-016/26062

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

SUBSCRIBED AND SWORN to before me by John W. Martin, President of McMurry Oil Company, as Assignor, this 15th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

SECOND LIEN
OIL & GAS DEED OF TRUST,
SECURITY AGREEMENT--FINANCING STATEMENT

THE STATE OF WYOMING}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE }

Date:

April 18th, 1996

Grantor:

JAMES H. DAVIS, Individually and 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

256816

RECORDED April 22, 1996 11:30 AM
IN BOOK 103 Pg 6 PAGE 199
FEES $ 18.00 Mary L. Stanfield COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Note

Date:

April 18th, 1996

Amount:

$100,000.00

Maker:

James H. Davis, Individually and d/b/a JD Minerals

Payee:

East Texas National Bank of Palestine, Texas

Final Maturity Date:

April 18th, 1998

Property:

Being all those certain producing royalty interests in the name of Grantor being produced and saved for the account of Grantor in and to all the oil, gas and other minerals in, on and under, and that may be produced at the wellhead from the following oil and gas units, including all the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty in other minerals in all those oil and gas wells located in **SUBLETTE COUNTY, WYMONING;** said royalty interests being more particularly described in Exhibit "A" which Exhibit is attached hereto and made a part hereof the same as if set forth at length herein and referred to for all pertinent purposes.

ARTICLE I.

GRANTOR'S OBLIGATIONS

For value received, the receipt and sufficiency of which Grantor confesses and acknowledges and to secure payment of the note, Grantor grants, bargains, conveys, transfers and assigns the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. Grantor warrants and covenants he is the lawful owner and holder of the mortgaged properties and has the good right to transfer, assign and mortgage the mortgaged properties.

For the same consideration, Grantor does hereby grant a continuing security interest in all personal property, including accrued royalty runs, production taken in kind and production accrued to Grantor's interest, whether now owned or hereafter acquired or arising, including all the oil, gas, casinghead gas, condensate, distillate liquid hydrocarbons, gaseous hydrocarbons and all refined products and all other minerals produced and saved for the account of Grantor from such property described above, including oil in tanks and all other income from or attributable to Grantor's interest, including but not limited to those liens and security interests provided for in the Texas Business and Commerce Code Annotated (Tex. UCC.) as the Code now stands or may hereafter be amended.

The oil, gas and other minerals will be financed at the wellhead of the oil and gas wells.

If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

ARTICLE II.

GRANTOR'S AGREEMENTS

Grantor agrees to:

1. Proceed with reasonable diligence to correct any defect in the title to the mortgaged property as well as any defect in the creation and delivery of this mortgage; and
2. Pay all taxes and assessments on the property when due; and
3. Preserve the lien's priority as it is established in this deed of trust; and
4. Pay that certain Promissory Note described above to Beneficiary as and when due; and
5. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
6. Execute, acknowledge and deliver division orders, transfer orders and other assurances necessary or proper to convey and assign to the Trustee all of the mortgaged property; and
7. Without prior written consent Grantor shall not sell, mortgage, pledge, transfer or assign or otherwise encumber any of the mortgaged property; and
8. Grantor shall notify Beneficiary in writing in the event of the institution of any suit against Grantor with respect to the mortgaged properties; and
9. Grantor shall allow and permit Beneficiary to inspect and copy Grantor's books and accounts regarding the mortgaged properties, and Grantor will furnish monthly reports, acceptable to Beneficiary upon request regarding monthly revenues attributable to the mortgaged properties.

ARTICLE III.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee; and
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid; and
3. Upon default by Grantor in performance of Grantor's obligations, Beneficiary may receive the proceeds attributable to the runs derived from the property described above; and
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the date of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust; and

5. If grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
6. Beneficiary is absolved from any and all liability for failure to enforce collection of the runs until such collection efforts are begun.

ARTICLE IV.

SECURITY AGREEMENT

Grantor hereby grants unto Beneficiary a security interest in each, every and all properties described above, to the extent of Grantor's ownership in same. In the event of default by Grantor, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a secured party under the Texas UCC. In exercising its remedies, Beneficiary may proceed against the items of real or personal property separately or together.

The rights, powers and remedies granted herein shall be cumulative. In the event of default, Grantor covenants and agrees with Beneficiary as follows:

1. Grantor waives any notice of sale or other disposition of the mortgaged property, except as to any notice which cannot be waived, Grantor agrees that a notice mailed at least five days before the time of sale and disposition shall be deemed reasonable and fully satisfy any requirement for the giving of notice; and
2. Grantor is given the right to transfer, at any time, to itself or its nominee, the mortgaged property and any income, proceeds or benefits attributable thereto and hold the same as security; all rights to the marshalling of assets of Grantor are expressly waived by Grantor; and
3. All expenses of preparing for sale or other disposition, selling or disposing incurred by Beneficiary, including attorney's fees shall be added to the indebtedness and Grantor shall be liable for payment of same; and
4. Beneficiary may exercise its rights under the Uniform Commercial Code, but such election shall not preclude Beneficiary from exercising other remedies; and
5. Any copy of this Deed of Trust, Security Agreement and Financing Statement may serve as a Financing Statement, under the Uniform Commercial Code.

ARTICLE V.

ASSIGNMENT OF PRODUCTION

1. In addition to the conveyance to the Trustee herein made, Grantor does hereby transfer, assign, deliver and convey unto Beneficiary, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the mortgaged property and attributable to the interest of Grantor; Grantor hereby directs any purchaser now or hereafter taking any production from the mortgaged property to pay to Beneficiary such proceeds derived from the sale thereof and to continue to make payment directly to Beneficiary until notified in writing by Beneficiary to discontinue the same; and the purchaser shall not be required to see to the application of such proceeds. Grantor further agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Beneficiary, or any other party to have such proceeds paid to Beneficiary.
2. Grantor authorizes and empowers Beneficiary to receive, hold and collect all sums of money paid to Beneficiary in accordance with this Assignment, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Beneficiary, save and except as to good faith in receiving and applying said sums. All payments shall be paid promptly to Mortgagee, and any provision contained in any note evidencing said indebtedness or any part thereof to the contrary notwithstanding, Beneficiary may apply the same or so much thereof as it elects to the payment of the indebtedness secured hereby; application to be made in such manner as it may elect.
3. It is understood and agreed that should payments provided for by this Assignment be less than the sum or sums due on said indebtedness, such sum or sums then due shall be paid by Grantor.
4. Grantor remit to Beneficiary all the proceeds of any sale of oil, gas and other minerals produced, saved or sold from the mortgaged property, which under the terms hereof should have been remitted to Beneficiary, if, as and when received by Grantor.

ARTICLE VI.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
   a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

ARTICLE VII.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; and interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context required, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes: The debt evidenced by the note described above is secured by this Deed of Trust, Security Agreement and Financing Statement. The lien created by this instrument shall be subordinate to the lien securing payment of a note, as renewed, extended, reamortized, or otherwise adjusted periodically, in the renewed principal sum of $150,000.00 which is dated 08-18-1995, payable to the **EAST TEXAS NATIONAL BANK of Palestine, Texas**, and as more fully described in a Deed of Trust of even date filed in the Official Public Records of this county. If default occurs in the payment of any part of principal or interest of that $150,000.00 renewed promissory note or in observance of any of the covenants of the Deed of Trust securing it, the debt secured by this Deed of Trust shall immediately become payable at the option of Beneficiary.

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.

If default occurs in payment of any part of principal or interest of that $75,000.00 note or in observance of any covenants of the deed of trust securing it, the debt secured by this deed of trust shall immediately become payable at the option of the Beneficiary.

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 April, 1996.

JAMES H. DAVIS, Individually and
d/b/a **JD MINERALS**

THE STATE OF TEXAS }

COUNTY OF ANDERSON }

This instrument was acknowledged before me on the 18th day of April, 1996, by James H. Davis, individually and in the capacity stated.

Notary Public in and for the State of Texas

LORRNA C. BAACK
Notary Public
STATE OF TEXAS
My Comm. Exp. 2 16-99

PLEASE RETURN TO:
Jackson Hanks, P.C.
Post Office Box 2458
Palestine, Texas 75802

O&G\JH-DAVIS\DT-ANDER.JHD\10417

EXHIBIT "A"

SUBLETTE COUNTY, STATE OF WYOMING:

Tract 1:

Being all of Grantor's undivided royalty interests, in and to all the oil, gas and other minerals in, on and under, and that may be produced at the wellhead, including all the oil royalty, gas, gasoline, and royalty, in other mineral 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.

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTEREST AND BILL OF SALE

This Assignment of Operating Rights and Working Interest ("Assignment") is made and entered into effective as of 7:00 a.m. on the 21st day of September, 1994, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001; and **Edward M. Warner**, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 (hereinafter sometimes collectively referred to as "Assignors") and **Snyder Oil Corporation**, 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter sometimes referred to as "Assignee").

W I T N E S S E T H

WHEREAS, Assignors are the owners of one hundred percent (100%) of the oil and gas leasehold and working interest in and to the following described oil and gas lease ("Subject Lease"), to-wit:

Serial No.: WYW-125950
Effective Date: 01/01/92
Lessor: United States of America
Lessee: High Plains Energy Co.

insofar and only insofar as said Subject Lease covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: All
containing 640.00 acres, more or less; and

WHEREAS, Assignors and Assignee entered into that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement"), which Farmout Agreement contemplates, upon the fulfillment of the terms, provisions and conditions contained therein by the parties thereto and their assignees, the assignment by Assignors to Assignee of certain operating rights and working interests, but not record title, in the above-described lands and Subject Lease and interests in the well drilled thereon pursuant to said Farmout Agreement, and the oil, gas and other hydrocarbon substances related to and produced, saved and marketed therefrom pursuant to the terms, provisions and conditions of said Farmout Agreement.

256818

SMYD0109.AS3

RECORDED April 22 1996 12:10PM
IN BOOK 103 046 PAGE 206
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein and the benefits and obligations to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignors do hereby grant, assign and convey unto Assignee as follows:

I. An undivided "Before Payout Interest" of eighty percent (80%) of each of Assignors' respective interest in and to the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: SE/4
containing 160 acres, more or less; and

An undivided eighty percent (80%) of each of Assignors' respective right, title and interest in and to the Stud Horse Butte #15-28 Well located thereon and all equipment and facilities associated and used directly in connection therewith and all oil, gas and other hydrocarbon substances produced, saved and marketed therefrom under the terms of the Subject Lease.

Subject to Assignors being respectively re-assigned from Assignee an undivided forty percent (40%) of Assignee's "Before Payout Interest" in the Subject Lease as to the last above-described lands and Stud Horse Butte #15-28 Well and the oil, gas and hydrocarbon substances produced, saved and marketed therefrom upon "Payout" of said well, all in accordance with the terms of the "Farmout Agreement" such that the respective interests of Assignors and Assignee are as follows:

	Before Payout	After Payout
Assignors	20%	52%
Assignee	80%	48%

II. An undivided forty-eight percent (48%) of each Assignors' respective interest in the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: N/2, SW/4
containing 480 acres, more or less.

The interests hereby assigned in the Subject Lease and lands covered thereby as herein described are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of

12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the operating rights and working interest herein conveyed unto Assignee, their successors and assigns, forever, subject to the following:

It is the intent of Assignors and Assignee that the interests hereby assigned by Assignors to Assignee shall entitle Assignee to receive Assignee's interest in an eighty percent (80%) net revenue interest lease proportionately reduced to the percentage of operating rights and working interest hereby respectively assigned by Assignors to Assignee; and, to the extent, if any, that the oil and gas leasehold operating and working interest of any Assignor conveyed herein is burdened with its proportionate shares of royalty and overriding royalty interests totalling less than twenty percent (20%), such Assignor hereby reserves from this conveyance an overriding royalty equal to the difference between the total of such lease burdens and twenty percent (20%), said overriding royalty to be reduced by the proportion that the oil and gas leasehold operating and working interest conveyed herein by such Assignor bears to the entire oil and gas leasehold estate.

This Assignment is subject to the terms, provisions and conditions of the Subject Lease and all royalty, overriding royalty and similar burdens pertaining thereto as of the date hereof, the "Farmout Agreement", and that certain Gas Gathering Agreement, as amended, dated June 1, 1994 between McMurry Oil Company and Snyder Oil Corporation.

To the extent that the operating rights and working interest in the Subject Lease as to the lands covered thereby as herein described covers less than the entire oil and gas mineral estate in said lands subject thereto, the operating rights and working interests herein conveyed unto Assignee, and any overriding royalty reserved herein, shall be proportionately reduced.

Separate assignments of the operating rights and working interest in the Subject Lease and lands covered thereby as herein described have been made and executed on officially approved forms of the Bureau of Land Management, Department of the Interior, by Assignors to Assignee in sufficient counterparts to satisfy the federal statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

This Assignment is made without warranty or covenants of title, express, implied or statutory except by, through and under Assignor; and shall be binding upon and shall inure to the benefit

of the parties hereto, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNORS:

ATTEST:

McMURRY OIL COMPANY,
a Wyoming corporation

By: _____
John W. Martin
President

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: _____
Mick McMurry
President

ATTEST:

FORT COLLINS CONSOLIDATED
ROYALTIES, INC.,
a Colorado corporation

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

ASSIGNEE:

ATTEST:

SNYDER OIL CORPORATION

By: _____
Name: STEVEN G VAN HOOK
Title: ATTORNEY-IN-FACT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 29 day of DECEMBER, 1995, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 29 day of DECEMBER, 1995, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 16th day of January, 1995 by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-1-98
DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E Greene
Notary Public
Address: 5705 Deer Meadow Dr
Cheyenne, WY 82009

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17th day of January, 1996, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 30, 1997

Janet K. Simmons
Notary Public
Address: 1512 Larimer St #1000
Denver, CO 80202

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of March, 1996, by Steven E. Van Hoose as Attorney-in-Fact of Snyder Oil Corporation on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
4/15/96

Robin D. Clark
Notary Public
Address: 1625 Broadway #2200
Denver, CO 80202

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTEREST AND BILL OF SALE

This Assignment of Operating Rights and Working Interest ("Assignment") is made and entered into effective as of 7:00 a.m. on the 7th day of December, 1994, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001; and **Edward M. Warner**, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 (hereinafter sometimes collectively referred to as "Assignors") and **Snyder Oil Corporation**, 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter sometimes referred to as "Assignee").

W I T N E S S E T H

WHEREAS, Assignors are the owners of one hundred percent (100%) of the oil and gas leasehold and working interest in and to the following described oil and gas lease ("Subject Lease"), to-wit:

Serial No.: WYW-102899
Effective Date: 08/01/86
Lessor: United States of America
Lessee: Eugene J. Wait, Jr.

insofar and only insofar as said Subject Lease covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: All
containing 640.00 acres, more or less; and

WHEREAS, Assignors and Assignee entered into that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement"), which Farmout Agreement contemplates, upon the fulfillment of the terms, provisions and conditions contained therein by the parties thereto and their assignees, the assignment by Assignors to Assignee of certain operating rights and working interests, but not record title, in the above-described lands and Subject Lease and interests in the well drilled thereon pursuant to said Farmout Agreement, and the oil, gas and other hydrocarbon substances related to and produced, saved and marketed therefrom pursuant to the terms, provisions and conditions of said Farmout Agreement.

256819

SNYD0109.AS2

RECORDED April 22, 1996 12:10 PM
IN BOOK 103 O+G PAGE 212
FEES $ 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein and the benefits and obligations to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignors do hereby grant, assign and convey unto Assignee as follows:

I. An undivided "Before Payout Interest" of eighty percent (80%) of each of Assignors' respective interest in and to the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/4
containing 160 acres, more or less; and

An undivided eighty percent (80%) of each of Assignors' respective right, title and interest in and to the Stud Horse Butte #13-27 Well located thereon and all equipment and facilities associated and used directly in connection therewith and all oil, gas and other hydrocarbon substances produced, saved and marketed therefrom under the terms of the Subject Lease.

Subject to Assignors being respectively re-assigned from Assignee an undivided forty percent (40%) of Assignee's "Before Payout Interest" in the Subject Lease as to the last above-described lands and Stud Horse Butte #13-27 Well and the oil, gas and hydrocarbon substances produced, saved and marketed therefrom upon "Payout" of said well, all in accordance with the terms of the "Farmout Agreement" such that the respective interests of Assignors and Assignee are as follows:

	Before Payout	After Payout
Assignors	20%	52%
Assignee	80%	48%

II. An undivided forty-eight percent (48%) of each Assignors' respective interest in the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: N/2, SE/4
containing 480 acres, more or less.

The interests hereby assigned in the Subject Lease and lands covered thereby as herein described are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of

12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the operating rights and working interest herein conveyed unto Assignee, their successors and assigns, forever, subject to the following:

It is the intent of Assignors and Assignee that the interests hereby assigned by Assignors to Assignee shall entitle Assignee to receive Assignee's interest in an eighty percent (80%) net revenue interest lease proportionately reduced to the percentage of operating rights and working interest hereby respectively assigned by Assignors to Assignee; and, to the extent, if any, that the oil and gas leasehold operating and working interest of any Assignor conveyed herein is burdened with its proportionate shares of royalty and overriding royalty interests totalling less than twenty percent (20%), such Assignor hereby reserves from this conveyance an overriding royalty equal to the difference between the total of such lease burdens and twenty percent (20%), said overriding royalty to be reduced by the proportion that the oil and gas leasehold operating and working interest conveyed herein by such Assignor bears to the entire oil and gas leasehold estate.

This Assignment is subject to the terms, provisions and conditions of the Subject Lease and all royalty, overriding royalty and similar burdens pertaining thereto as of the date hereof, the "Farmout Agreement", and that certain Gas Gathering Agreement, as amended, dated June 1, 1994 between McMurry Oil Company and Snyder Oil Corporation.

To the extent that the operating rights and working interest in the Subject Lease as to the lands covered thereby as herein described covers less than the entire oil and gas mineral estate in said lands subject thereto, the operating rights and working interests herein conveyed unto Assignee, and any overriding royalty reserved herein, shall be proportionately reduced.

Separate assignments of the operating rights and working interest in the Subject Lease and lands covered thereby as herein described have been made and executed on officially approved forms of the Bureau of Land Management, Department of the Interior, by Assignors to Assignee in sufficient counterparts to satisfy the federal statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

This Assignment is made without warranty or covenants of title, express, implied or statutory except by, through and under Assignor; and shall be binding upon and shall inure to the benefit

of the parties hereto, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNORS:

ATTEST:

McMURRY OIL COMPANY,
a Wyoming corporation

By: _____
John W. Martin
President

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: _____
Mick McMurry
President

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

ASSIGNEE:

ATTEST:

SNYDER OIL CORPORATION

By: _____
Name: STEVEN G. VAN HOOK
Title: ATTORNEY IN FACT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 29 day of DECEMBER, 1995, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 29 day of DECEMBER, 1995, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 16th day of January, 1995, by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-1-98

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Dianne E Greene
Notary Public
Address: 5965 Haven Meadows Dr
Cheyenne, WY 82001

STATE OF Colorado)
) ss.
COUNTY OF Denver)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
December 30, 1997

Janet L. Hennings
Notary Public
Address: 512 Lincoln #1000
Denver, CO 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of March, 1995, by Steven G. Van Hook as Attorney-in-Fact of Snyder Oil Corporation on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
8/6/96

Robin D. Clark
Notary Public
Address: 1625 Broadway #2200
Denver, CO 80202

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTEREST AND BILL OF SALE

This Assignment of Operating Rights and Working Interest ("Assignment") is made and entered into effective as of 7:00 a.m. on the 28th day of January, 1995, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001; and **Edward M. Warner**, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 (hereinafter sometimes collectively referred to as "Assignors") and **Snyder Oil Corporation**, 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter sometimes referred to as "Assignee").

W I T N E S S E T H

WHEREAS, Assignors are the owners of one hundred percent (100%) of the oil and gas leasehold and working interest in and to the following described oil and gas lease ("Subject Lease"), to-wit:

Serial No.: WYW-127749
Effective Date: 11/01/92
Lessor: United States of America
Lessee: McMurry Oil Company

insofar and only insofar as said Subject Lease covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: All
containing 640.00 acres, more or less; and

WHEREAS, Assignors and Assignee entered into that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement"), which Farmout Agreement contemplates, upon the fulfillment of the terms, provisions and conditions contained therein by the parties thereto and their assignees, the assignment by Assignors to Assignee of certain operating rights and working interests, but not record title, in the above-described lands and Subject Lease and interests in the well drilled thereon pursuant to said Farmout Agreement, and the oil, gas and other hydrocarbon substances related to and produced, saved and marketed therefrom pursuant to the terms, provisions and conditions of said Farmout Agreement.

SNYD0109.AS4 256820

RECORDED April 22 1996 12:10 PM
IN BOOK 103 O+G PAGE 218
FEES $ Liz Mary S. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein and the benefits and obligations to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignors do hereby grant, assign and convey unto Assignee as follows:

I. An undivided "Before Payout Interest" of eighty percent (80%) of each of Assignors' respective interest in and to the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: NW/4
containing 160 acres, more or less; and

An undivided eighty percent (80%) of each of Assignors' respective right, title and interest in and to the Stud Horse Butte #5-26 Well located thereon and all equipment and facilities associated and used directly in connection therewith and all oil, gas and other hydrocarbon substances produced, saved and marketed therefrom under the terms of the Subject Lease.

Subject to Assignors being respectively re-assigned from Assignee an undivided forty percent (40%) of Assignee's "Before Payout Interest" in the Subject Lease as to the last above-described lands and Stud Horse Butte #5-26 Well and the oil, gas and hydrocarbon substances produced, saved and marketed therefrom upon "Payout" of said well, all in accordance with the terms of the "Farmout Agreement" such that the respective interests of Assignors and Assignee are as follows:

	Before Payout	After Payout
Assignors	20%	52%
Assignee	80%	48%

II. An undivided forty-eight percent (48%) of each Assignors' respective interest in the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: NE/4, S/2
containing 480 acres, more or less.

The interests hereby assigned in the Subject Lease and lands covered thereby as herein described are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of

12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the operating rights and working interest herein conveyed unto Assignee, their successors and assigns, forever, subject to the following:

It is the intent of Assignors and Assignee that the interests hereby assigned by Assignors to Assignee shall entitle Assignee to receive Assignee's interest in an eighty percent (80%) net revenue interest lease proportionately reduced to the percentage of operating rights and working interest hereby respectively assigned by Assignors to Assignee; and, to the extent, if any, that the oil and gas leasehold operating and working interest of any Assignor conveyed herein is burdened with its proportionate shares of royalty and overriding royalty interests totalling less than twenty percent (20%), such Assignor hereby reserves from this conveyance an overriding royalty equal to the difference between the total of such lease burdens and twenty percent (20%), said overriding royalty to be reduced by the proportion that the oil and gas leasehold operating and working interest conveyed herein by such Assignor bears to the entire oil and gas leasehold estate.

This Assignment is subject to the terms, provisions and conditions of the Subject Lease and all royalty, overriding royalty and similar burdens pertaining thereto as of the date hereof, the "Farmout Agreement", and that certain Gas Gathering Agreement, as amended, dated June 1, 1994 between McMurry Oil Company and Snyder Oil Corporation.

To the extent that the operating rights and working interest in the Subject Lease as to the lands covered thereby as herein described covers less than the entire oil and gas mineral estate in said lands subject thereto, the operating rights and working interests herein conveyed unto Assignee, and any overriding royalty reserved herein, shall be proportionately reduced.

Separate assignments of the operating rights and working interest in the Subject Lease and lands covered thereby as herein described have been made and executed on officially approved forms of the Bureau of Land Management, Department of the Interior, by Assignors to Assignee in sufficient counterparts to satisfy the federal statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

This Assignment is made without warranty or covenants of title, express, implied or statutory except by, through and under Assignor; and shall be binding upon and shall inure to the benefit

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of the parties hereto, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNORS:

ATTEST:

McMURRY OIL COMPANY,
a Wyoming corporation

By: _____
John W. Martin
President

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: _____
Mick McMurry
President

ATTEST:

FORT COLLINS CONSOLIDATED
ROYALTIES, INC.,
a Colorado corporation

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

ASSIGNEE:

ATTEST:

SNYDER OIL CORPORATION

By: _____
Name: STEVEN G. VAN HOOK
Title: ATTORNEY-IN-FACT

_____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 1995, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 1995, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 16th day of January, 1996, by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-1-98
NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E Thuene
Notary Public
Address: 5905 Green Meadow Dr
Cheyenne, WY 82001

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of January, 1996, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 30, 1999

Notary Public
Address: 1512 Larimer #1000
Denver, Co 80202

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of March, 1996, by Steven C. Van Horn as Attorney-in-Fact of Snyder Oil Corporation on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
4/3/96

Notary Public
Address: 1625 Broadway #2200
Denver, Co 80202

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTEREST AND BILL OF SALE

This Assignment of Operating Rights and Working Interest ("Assignment") is made and entered into effective as of 7:00 a.m. on the 20th day of October, 1994, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602; **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001; and **Edward M. Warner**, an individual, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 (hereinafter sometimes collectively referred to as "Assignors") and **Snyder Oil Corporation**, 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter sometimes referred to as "Assignee").

W I T N E S S E T H

WHEREAS, Assignors are the owners of one hundred percent (100%) of the oil and gas leasehold and working interest in and to the following described oil and gas lease ("Subject Lease"), to-wit:

Serial No.: WYW-125945
Effective Date: 01/01/92
Lessor: United States of America
Lessee: High Plains Energy Co.

insofar and only insofar as said Subject Lease covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: All
containing 640.00 acres, more or less; and

WHEREAS, Assignors and Assignee entered into that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement"), which Farmout Agreement contemplates, upon the fulfillment of the terms, provisions and conditions contained therein by the parties thereto and their assignees, the assignment by Assignors to Assignee of certain operating rights and working interests, but not record title, in the above-described lands and Subject Lease and interests in the well drilled thereon pursuant to said Farmout Agreement, and the oil, gas and other hydrocarbon substances related to and produced, saved and marketed therefrom pursuant to the terms, provisions and conditions of said Farmout Agreement.

256821

SNYDO109.ASN

RECORDED April 22, 1996 12:10 PM
IN BOOK 103 O+G PAGE 224
FEES $ 11.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein and the benefits and obligations to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignors do hereby grant, assign and convey unto Assignee as follows:

I. An undivided "Before Payout Interest" of eighty percent (80%) of each of Assignors' respective interest in and to the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: NW/4
containing 160 acres, more or less; and

An undivided eighty percent (80%) of each of Assignors' respective right, title and interest in and to the Jonah #3-15 Well located thereon and all equipment and facilities associated and used directly in connection therewith and all oil, gas and other hydrocarbon substances produced, saved and marketed therefrom under the terms of the Subject Lease.

Subject to Assignors being respectively re-assigned from Assignee an undivided forty percent (40%) of Assignee's "Before Payout Interest" in the Subject Lease as to the last above-described lands and Jonah #3-15 Well and the oil, gas and hydrocarbon substances produced, saved and marketed therefrom upon "Payout" of said well, all in accordance with the terms of the "Farmout Agreement" such that the respective interests of Assignors and Assignee are as follows:

	Before Payout	After Payout
Assignors	20%	52%
Assignee	80%	48%

II. An undivided forty-eight percent (48%) of each Assignors' respective interest in the operating rights and working interest, but not record title, in the Subject Lease insofar and only insofar as said Subject Lease covers the following-described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: NE/4, S/2
containing 480 acres, more or less.

The interests hereby assigned in the Subject Lease and lands covered thereby as herein described are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of

12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the operating rights and working interest herein conveyed unto Assignee, their successors and assigns, forever, subject to the following:

It is the intent of Assignors and Assignee that the interests hereby assigned by Assignors to Assignee shall entitle Assignee to receive Assignee's interest in an eighty percent (80%) net revenue interest lease proportionately reduced to the percentage of operating rights and working interest hereby respectively assigned by Assignors to Assignee; and, to the extent, if any, that the oil and gas leasehold operating and working interest of any Assignor conveyed herein is burdened with its proportionate shares of royalty and overriding royalty interests totalling less than twenty percent (20%), such Assignor hereby reserves from this conveyance an overriding royalty equal to the difference between the total of such lease burdens and twenty percent (20%), said overriding royalty to be reduced by the proportion that the oil and gas leasehold operating and working interest conveyed herein by such Assignor bears to the entire oil and gas leasehold estate.

This Assignment is subject to the terms, provisions and conditions of the Subject Lease and all royalty, overriding royalty and similar burdens pertaining thereto as of the date hereof, the "Farmout Agreement", and that certain Gas Gathering Agreement, as amended, dated June 1, 1994 between McMurry Oil Company and Snyder Oil Corporation.

To the extent that the operating rights and working interest in the Subject Lease as to the lands covered thereby as herein described covers less than the entire oil and gas mineral estate in said lands subject thereto, the operating rights and working interests herein conveyed unto Assignee, and any overriding royalty reserved herein, shall be proportionately reduced.

Separate assignments of the operating rights and working interest in the Subject Lease and lands covered thereby as herein described have been made and executed on officially approved forms of the Bureau of Land Management, Department of the Interior, by Assignors to Assignee in sufficient counterparts to satisfy the federal statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

This Assignment is made without warranty or covenants of title, express, implied or statutory except by, through and under Assignor; and shall be binding upon and shall inure to the benefit

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of the parties hereto, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNORS:

ATTEST:

McMURRY OIL COMPANY,
a Wyoming corporation

By: _____
John W. Martin
President

ATTEST:

NERD ENTERPRISES, INC.,
a Wyoming corporation

By: _____
Mick McMurry
President

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

By: _____
William R. Weeks, Jr.
Executive Vice-President

_____
EDWARD M. WARNER, an individual

ASSIGNEE:

ATTEST:

SNYDER OIL CORPORATION

By: _____
Name: STEVEN G. VAN HOOK
Title: ATTORNEY-IN-FACT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 1995, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address: _____

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 1995, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address: _____

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 16th day of January, 1995, by William R. Weeks, Jr. as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 1, 1998

My Commission Expires:

11-1-98

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov 1

Dianne E Greene
Notary Public
Address: 5905 Deer Meadows Dr
Cheyenne, WY 82009

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 1996, by Edward M. Warner, an individual.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
December 30, 1997

James L. Fanucchi
Notary Public
Address: 1512 Larimer #1000
Denver, CO 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of March, 1996 by Steven E. Van Hook as Attorney-in-Fact of Snyder Oil Corporation on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
9-13-96

Robin D Clark
Notary Public
Address: 1125 Broadway # 2200
Denver Co 80202

[redacted]

256822

RECORDED April 22, 1994 [redacted] 12:10 PM
IN BOOK 103 OR6 PAGE 230
FEES $ 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Bylo

ASSIGNMENT OF ~~OVERRIDING ROYALTY~~

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 21st day of September, 1994, by and between **McMURRY OIL COMPANY**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, **NERD ENTERPRISES, INC.**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, and **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82001, (hereinafter sometimes referred to individually as "Assignor" and collectively as "Assignors"), and **JOHN W. MARTIN**, an individual, with an address of P.O. Box 220, Casper, Wyoming, 82602, and **EDWARD M. WARNER**, an individual, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado (hereinafter sometimes referred to as "Assignee" and collectively as "Assignees").

W I T N E S S E T H

WHEREAS, Assignors are the owners of an undivided 98% oil and gas leasehold working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Leases and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignors' interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignors' interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignors desire to convey, subject to said Farmout Agreement, to Assignees as tenants in common an undivided one percent (1%) (i.e., .5% to John W. Martin and .5% to Edward M. Warner) overriding royalty interest, reduced by the interest retained by "Farmor" pursuant to said Farmout Agreement, to be borne out of Assignors' leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A" in the following percentages by Assignors, respectively, as follows:

McMurry Oil Company	49.50%/.98	being	50.51021%
Fort Collins Consolidated Royalties, Inc.	36.125%/.98	being	36.86224%
Nerd Enterprises, Inc.	12.375%/.98	being	12.62755%

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignors do, in the proportion of Assignors' respective percentages as set forth above, hereby grant, assign and convey unto Assignees in equal undivided

shares as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: SE/4
containing 160 acres, more or less

Before Payout: One percent of 80% (being .8% of 8/8ths overriding royalty interest).

After Payout: One percent of 48% (being .48% of 8/8ths overriding royalty interest).

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: N/2, SW/4
containing 480 acres, more or less

One percent of 48% (being .48% of 8/8ths overriding royalty interest)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

[redacted] [redacted] [redacted]

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the Subject Leases and Lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the Subject Leases and Lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignors to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President
Date: January 29, 1996

ATTEST:

SEAL

McMURRY OIL COMPANY

By: _____
Name: John W. Martin
Title: President
Date: March 7, 1996

ATTEST:

NERD ENTERPRISES, INC.

By: Mick McMurry
Name: Mick McMurry
Title: President
Date: March 9 1996

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1996, by JOHN W. MARTIN as PRESIDENT of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1996, by ~~JOHN W. MARTIN~~ MICK McMURRY as PRESIDENT of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

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

The foregoing instrument was acknowledged before me this 29th day of January, 1996, by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

234

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between McMurry Oil Company, Nerd Enterprises, Inc. and Fort Collins Consolidated Royalties, Inc.; and John W. Martin and Edw[redacted] M. Warner.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-125950	USA	High Plains Energy Co.	01/01/92	T. 29 N., R. 108 W., 6th P.M. Sec. 28: All	640.00	88	375

235

[redacted] [redacted]

256823

RECORDED April 22 19 94 12:19 PM
IN BOOK 103 O+G PAGE 236
16.00 Mary J. Sandstead
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sexton

ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 7th day of December, 1994, by and between **McMURRY OIL COMPANY**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, **NERD ENTERPRISES, INC.**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, and **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82001, (hereinafter sometimes referred to individually as "Assignor" and collectively as "Assignors"), and **JOHN W. MARTIN**, an individual, with an address of P.O. Box 220, Casper, Wyoming, 82602, and **EDWARD M. WARNER**, an individual, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado (hereinafter sometimes referred to as "Assignee" and collectively as "Assignees").

W I T N E S S E T H

WHEREAS, Assignors are the owners of an undivided 98% oil and gas leasehold working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Leases and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignors' interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignors' interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignors desire to convey, subject to said Farmout Agreement, to Assignees as tenants in common an undivided one percent (1%) (i.e., .5% to John W. Martin and .5% to Edward M. Warner) overriding royalty interest, reduced by the interest retained by "Farmor" pursuant to said Farmout Agreement, to be borne out of Assignors' leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A" in the following percentages by Assignors, respectively, as follows:

McMurry Oil Company	49.50%/.98	being	50.51021%
Fort Collins Consolidated Royalties, Inc.	36.125%/.98	being	36.86224%
Nerd Enterprises, Inc.	12.375%/.98	being	12.62755%

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignors do, in the proportion of Assignors' respective percentages as set forth above, hereby grant, assign and convey unto Assignees in equal undivided

shares as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/4
containing 160 acres, more or less

Before Payout: One percent of 80% (being .8% of 8/8ths overriding royalty interest).

After Payout: One percent of 48% (being .48% of 8/8ths overriding royalty interest).

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: N/2, SE/4
containing 480 acres, more or less

One percent of 48% (being .48% of 8/8ths overriding royalty interest)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

[redacted] [redacted] [redacted]

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the Subject Leases and Lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the Subject Leases and Lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignors to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

Name: William R. Weeks

Title: Executive Vice-President

Date: January 29, 1996

ATTEST:

McMURRY OIL COMPANY

By: _____

Name: JOHN W. MARTIN

Title: PRESIDENT

Date: MARCH 9, 1996

ATTEST:

NERD ENTERPRISES, INC.

By: Mick McMurry
Name: Mick McMurry
Title: President
Date: March 9, 1996

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of March, 1996, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of March, 1996, by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

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

The foregoing instrument was acknowledged before me this 29th day of January, 1996, by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

240

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between McMurry Oil Company, Nerd Enterprises, Inc. and Fort Collins Consolidated Royalties, Inc.; and John W. Martin and Edward M. Warner.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-102899	USA	Eugene J. Walt, Jr.	08/01/86	T. 29 N., R. 108 W., 6th P.M. Sec. 27: All	640.00	88	393

1hc

[redacted] [redacted]

256824

RECORDED April 28, [redacted] 96 10:10 AM
IN BOOK 103 O+G PAGE 242
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 28th day of January, 1995, by and between **McMURRY OIL COMPANY**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, **NERD ENTERPRISES, INC.**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, and **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82001, (hereinafter sometimes referred to individually as "Assignor" and collectively as "Assignors"), and **JOHN W. MARTIN**, an individual, with an address of P.O. Box 220, Casper, Wyoming, 82602, and **EDWARD M. WARNER**, an individual, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado (hereinafter sometimes referred to as "Assignee" and collectively as "Assignees").

W I T N E S S E T H

WHEREAS, Assignors are the owners of an undivided 98% oil and gas leasehold working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Leases and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignors' interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignors' interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignors desire to convey, subject to said Farmout Agreement, to Assignees as tenants in common an undivided one percent (1%) (i.e., .5% to John W. Martin and .5% to Edward M. Warner) overriding royalty interest, reduced by the interest retained by "Farmor" pursuant to said Farmout Agreement, to be borne out of Assignors' leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A" in the following percentages by Assignors, respectively, as follows:

McMurry Oil Company	49.50%/.98	being	50.51021%
Fort Collins Consolidated Royalties, Inc.	36.125%/.98	being	36.86224%
Nerd Enterprises, Inc.	12.375%/.98	being	12.62755%

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignors do, in the proportion of Assignors' respective percentages as set forth above, hereby grant, assign and convey unto Assignees in equal undivided

shares as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: NW/4
containing 160 acres, more or less

Before Payout: One percent of 80% (being .8% of 8/8ths overriding royalty interest).

After Payout: One percent of 48% (being .48% of 8/8ths overriding royalty interest).

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: NE/4, S/2
containing 480 acres, more or less

One percent of 48% (being .48% of 8/8ths overriding royalty interest)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

[redacted] overriding royalty interest herein conveyed unto Assignees [redacted] shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the Subject Leases and Lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the Subject Leases and Lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignors to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Deanne E. Greene
Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Name: William R. Weeks
Title: Executive Vice-President
Date: January 29, 1996

ATTEST:

McMURRY OIL COMPANY

By: _____
Name: JOHN W MARTIN
Title: PRESIDENT
Date: MARCH 9, 1996

ATTEST:

NERD ENTERPRISES, INC.

By: Mick McMurry
Name: Mick McMurry
Title: PRESIDENT
Date: March 9, 1996

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1996, by JOHN W. MARTIN as PRESIDENT of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1996, by MICK McMURRY as PRESIDENT of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

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

The foregoing instrument was acknowledged before me this 29th day of January, 1996, by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between McMurry Oil Company, Nerd Enterprises, Inc. and Fort Collins Consolidated Royalties, Inc.; and John W. Martin and Edw[redacted] M. Warner.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-127749	USA	McMurry Oil Company	11/01/92	T. 29 N., R. 108 W., 6th P.M. Sec. 26: All	640.00	92	198

947

[redacted] [redacted]

256825

RECORDED April 22 [redacted] 96 12:10PM
IN BOOK 103 0+6 PAGE 248
FEES $ 16.00 Mary J. Lankford
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 20th day of October, 1994, by and between **McMURRY OIL COMPANY**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, **NERD ENTERPRISES, INC.**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602, and **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82001, (hereinafter sometimes referred to individually as "Assignor" and collectively as "Assignors"), and **JOHN W. MARTIN**, an individual, with an address of P.O. Box 220, Casper, Wyoming, 82602, and **EDWARD M. WARNER**, an individual, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado (hereinafter sometimes referred to as "Assignee" and collectively as "Assignees").

W I T N E S S E T H

WHEREAS, Assignors are the owners of an undivided 98% oil and gas leasehold working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Leases and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignors' interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignors' interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignors desire to convey, subject to said Farmout Agreement, to Assignees as tenants in common an undivided one percent (1%) (i.e., .5% to John W. Martin and .5% to Edward M. Warner) overriding royalty interest, reduced by the interest retained by "Farmor" pursuant to said Farmout Agreement, to be borne out of Assignors' leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A" in the following percentages by Assignors, respectively, as follows:

McMurry Oil Company	49.50%/.98	being	50.51021%
Fort Collins Consolidated Royalties, Inc.	36.125%/.98	being	36.86224%
Nerd Enterprises, Inc.	12.375%/.98	being	12.62755%

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignors do, in the proportion of Assignors' respective percentages as set forth above, hereby grant, assign and convey unto Assignees in equal undivided

shares as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: NW/4
containing 160 acres, more or less

Before Payout: One percent of 80% (being .8% of 8/8ths overriding royalty interest).

After Payout: One percent of 48% (being .48% of 8/8ths overriding royalty interest).

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: NE/4, S/2
containing 480 acres, more or less

One percent of 48% (being .48% of 8/8ths overriding royalty interest)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

[redacted] [redacted] [redacted]

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the Subject Leases and Lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the Subject Leases and Lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignors to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Diane E Greene
Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: [signature]
Name: William R. Weeks
Title: Executive Vice-President
Date: January 29, 1996

ATTEST:

[signature]

McMURRY OIL COMPANY

By: [signature]
Name: JOHN W. MARTIN
Title: PRESIDENT
Date: MARCH 9, 1996

ATTEST:

NERD ENTERPRISES, INC.

By: Mick McMurray
Name: Mick McMurray
Title: President
Date: March 9, 1996

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1996, by JOHN W. MARTIN as PRESIDENT of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1996, by MICK McMURRAY as PRESIDENT of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address:

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

The foregoing instrument was acknowledged before me this 29th day of January, 1996, by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

T28-S15.ORI

252

253

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between McMurry Oil Company, Nerd Enterprises, Inc. and Fort Collins Consolidated Royalties, Inc.; and John W. Martin, [redacted] Edw
M. Warner.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-125945	USA	High Plains Energy Co.	01/01/92	T. 28 N., R. 108 W., 6th P.M. Sec. 15: All	640.00	88	365

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 21st day of September, 1994 by and between **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

W I T N E S E T H:

WHEREAS, Assignor is the owner of an undivided 36.125% oil and gas leasehold and working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Lease and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignor's interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignor's interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignor desires to convey, subject to said Farmout Agreement, to Assignees as tenants in common a proportionately reduced undivided six percent (6%) (i.e., 5% to WRW Energy Co. and 1% to Dianne E. Greene) overriding royalty interest to be borne out of Assignor's leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A".

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: SE/4
containing 160 acres, more or less

FCWADG12.ORI

256826

RECORDED April 22 1996 12:10pM
IN BOOK 103 0+6 PAGE 254
FEES $14.00 Mary J. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Before Payout: Six percent of 36.125% of 20% (being .4335% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of .4335% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of .4335% of 8/8ths)

After Payout: Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 28: N/2, SW/4
containing 480 acres, more or less

and as to

Township 29 North, Range 108 West, 6th P.M.
Section 28: SE/4 below the base of the Mesa Verde Formation as heretofore defined

Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Dianne Ehaese
Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: Ed N Harrison
Name: Ed N Harrison
Title: President
Date: 2-2-96

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 2nd day of February, 1996 by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

11-1-98

DIANNE E. GREENE - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

Dianne E Greene
Notary Public
Address 5905 Three Meadows Dr
Cheyenne, Wy 82001

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Fort Collins Consolidated Royalties, Inc.; and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-125950	USA	High Plains Energy Co.	01/01/92	T. 29 N., R. 108 W., 6th P.M. Sec. 28: All	640.00	88	375

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 7th day of December, 1994 by and between **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

W I T N E S E T H:

WHEREAS, Assignor is the owner of an undivided 36.125% oil and gas leasehold and working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Lease and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignor's interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignor's interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignor desires to convey, subject to said Farmout Agreement, to Assignees as tenants in common a proportionately reduced undivided six percent (6%) (i.e., 5% to WRW Energy Co. and 1% to Dianne E. Greene) overriding royalty interest to be borne out of Assignor's leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A".

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/4
containing 160 acres, more or less

FCWD614.OR1

256827

RECORDED April 22, 1996 12:10 PM
IN BOOK 103 O+G PAGE 259
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Saxton

Before Payout: Six percent of 36.125% of 20% (being .4335% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of .4335% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of .4335% of 8/8ths)

After Payout: Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 27: N/2, SE/4
containing 480 acres, more or less

and as to

Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/4 below the base of the Mesa Verde Formation as heretofore defined

Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Diane E Freese
Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: Ed N Harrison
Name: Ed N. Harrison
Title: President
Date: 2-2-96

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 2nd day of February, 1996 by Ed M. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Diane E. Knapp - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E. Knapp
Notary Public
Address 5905 Green Meadows Dr
Cheyenne, WY 82001

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Fort Collins Consolidated Royalties, Inc.; and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-102899	USA	Eugene J. Walt, Jr.	08/01/86	T. 29 N., R. 108 W., 6th P.M. Sec. 27: All	640.00	88	393

263

[redacted] **ASSIGNMENT OF OVERRIDING ROYALTY INTEREST** [redacted]

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") **is made and entered into effective as of the 28th day of January, 1995 by and between FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

W I T N E S E T H:

WHEREAS, Assignor is the owner of an undivided 36.125% oil and gas leasehold and working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Lease and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignor's interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignor's interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignor desires to convey, subject to said Farmout Agreement, to Assignees as tenants in common a proportionately reduced undivided six percent (6%) (i.e., 5% to WRW Energy Co. and 1% to Dianne E. Greene) overriding royalty interest to be borne out of Assignor's leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A".

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: NW/4
containing 160 acres, more or less

FCWADG13.ORI

256828

RECORDED April 22, 1996 12:10pM
IN BOOK 103 ORG PAGE 264
FEES $14.00 Mary Lohrstorfer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Before Payout: Six percent of 36.125% of 20% (being .4335% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of .4335% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of .4335% of 8/8ths)

After Payout: Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 29 North, Range 108 West, 6th P.M.
Section 26: NE/4, S/2
containing 480 acres, more or less

and as to

Township 29 North, Range 108 West, 6th P.M.
Section 26: NW/4 below the base of the Mesa Verde Formation as heretofore defined

Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

[redacted]AVE AND TO HOLD the [redacted]iding royalty interest [redacted]erein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Diane E Greene
Asst. Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: Ed N Harrison
Name: Ed N. Harrison
Title: President
Date: 2-2-96

2666

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 2nd day of February, 1996 by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

11-1-98

DONNA S. GREENE NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

Diana E Greene
Notary Public
Address 5905 Three Meadows Dr
Cheyenne, WY 82001

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Fort Collins Consolidated Royalties, Inc.; and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-127749	USA	McMurry Oil Company	11/01/92	T. 29 N., R. 108 W., 6th P.M. Sec. 26: All	640.00	92	198

2608

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 20th day of October, 1994 by and between **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "**Assignee**" and collectively as "Assignees").

W I T N E S E T H:

WHEREAS, Assignor is the owner of an undivided 36.125% oil and gas leasehold and working interest in, to and under those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" (Subject Lease and Lands) attached hereto and made a part hereof; and

WHEREAS, said Subject Leases and Lands are subject to that certain Farmout Agreement dated the 17th day of June, 1994, as amended ("Farmout Agreement") which provides for Assignor's interest in the Subject Leases and Lands limited to certain depths, to vary as to Assignor's interest "Before Payout" and "After Payout" as defined and provided for in said Farmout Agreement;

WHEREAS, Assignor desires to convey, subject to said Farmout Agreement, to Assignees as tenants in common a proportionately reduced undivided six percent (6%) (i.e., 5% to WRW Energy Co. and 1% to Dianne E. Greene) overriding royalty interest to be borne out of Assignor's leasehold and working interest in, to and under the oil and gas leases and lands covered thereby as described on Exhibit "A".

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common an overriding royalty interest as follows:

I. Insofar as said Subject Leases and Lands covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: NW/4
containing 160 acres, more or less

256829

RECORDED April 22, 1996 12:10 PM
IN BOOK 103 O+G PAGE 269
FEES $14.00 Mary J. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FCWDG-9.ORT

Before Payout: Six percent of 36.125% of 20% (being .4335% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of .4335% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of .4335% of 8/8ths)

After Payout: Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

The interests assigned above in the Subject Leases and Lands covered thereby are limited from the surface of the land down to the base of the Mesa Verde formation which for the purposes hereof shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

II. Insofar as said Subject Leases and Lands cover the following described lands located in Sublette County, Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 15: NE/4, S/2
containing 480 acres, more or less

and as to

Township 28 North, Range 108 West, 6th P.M.
Section 15: NW/4 below the base of the Mesa Verde Formation as heretofore defined

Six percent of 36.125% of 52% (being 1.1271% of 8/8ths overriding royalty interest) in the following shares:

WRW Energy Co. - 5/6ths (being 5/6ths of 1.1271% of 8/8ths)
Dianne E. Greene - 1/6th (being 1/6th of 1.1271% of 8/8ths)

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of the oil and gas leases and lands covered thereby as described on Exhibit "A".

TO HAVE AND TO HOLD the overriding royalty interest herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

To the extent that the leasehold and working interest in the oil and gas leases described on Exhibit "A" cover less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

ATTEST:

Deanne Erhaene
Asst Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: Ed N Harrison
Name: Ed N. Harrison
Title: President
Date: 2-2-96

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 2nd day of February, 1996 by Ed A. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

11-1-98

DIANNE E. [illegible] - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

Diane E Greene
Notary Public
Address 5905 Deer Meadows Dr.
Cheyenne, WY 82001

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Fort Collins Consolidated Royalties, Inc.; and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE NAME - NUMBER	LESSOR	LESSEE	DATE	LEASE DESCRIPTION	ACRES	RECORDING BOOK	RECORDING PAGE
WYW-125945	USA	High Plains Energy Co.	01/01/92	T. 28 N., R. 108 W., 6th P.M. Sec. 15: All	640.00	88	365

273

256830

RECORDED April 22 12:10PM
IN BOOK 103 O+G PAGE 274
FEES $ 140.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of the 1st day of January, 1996, by and between **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001 (hereinafter sometimes referred to as "Assignor") and **WRW ENERGY CO.**, a Colorado general partnership, with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, and **DIANNE E. GREENE**, an individual, with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter sometimes individually referred to as "Assignee" and collectively as "Assignees").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of an undivided share of the oil and gas leasehold and working interest in, to and under each of those certain oil and gas leases insofar and only insofar as said leases cover certain lands which oil and gas leases and lands covered thereby are more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor desires to convey to Assignees as tenants in common a proportionately reduced undivided six percent (6%) (i.e., 5% to WRW Energy Co. and 1% to Dianne E. Greene) overriding royalty interest to be borne out of Assignor's leasehold and working interest in, to and under each of the oil and gas leases and lands covered thereby as described on Exhibit "A".

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common an overriding royalty interest of six percent (6%) in the following shares:

WRW Energy Co. - 5/6ths of 8/8ths
Dianne E. Greene - 1/6th 8/8ths

in, to and of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed under the terms of each of the oil and gas leases described on Exhibit "A" insofar only as they cover the lands described on said Exhibit.

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms of the oil and gas leases described on Exhibit "A" and to the following:

Assignees shall bear and pay their proportionate share of all taxes which may now or hereafter be applicable to or in any manner connected with the overriding royalty interest herein conveyed unto

Assignees, including without limitation, all production, severance, excise or other taxes;

The overriding royalty interest herein conveyed unto Assignee shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, transportation and marketing.

Separate assignments of the overriding royalty interests in the subject lease and lands covered thereby as herein described may have been made, executed and filed with the Bureau of Land Management, Department of the Interior, and/or Wyoming State Land Office, State of Wyoming, by Assignor to Assignees in sufficient counterparts to satisfy the federal and/or state statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

With respect to each of the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto each of the Assignees shall be proportionately reduced.

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied; and is executed effective as of the day and year first above written.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me this 17th day of April, 1996 by Stephen M. Thompson as Attorney-in-Fact for Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 10/5/98

(S E A L)

Kay A. Kisner
Notary Public
Address: 1775 Sherman St., #1400
Denver, CO 80203

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EXHIBIT "A"

Attached to and made a part of that certain Assigment of Overriding Royalty Interest between Fort Collins Consolidated Royalties, Inc. and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125943	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S/2 S/2 Section 6: Lots 1-5, SE/4 SW/4, S/2 SE/4 Section 7: Lots 1-4, E/2, E/2 W/2 Section 18: Lots 1-4, E/2, E/2 W/2	1,839.37	---	---
WYW-125944	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 8: All Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All	1,920.00	---	---
WYW-125945	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 21: All	640.00	88	365
WYW-125946	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 23: NE/4, SW/4	960.00	88	367
WYW-125947	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 26: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4, SW/4 Section 29: NE/4, SW/4	1,280.00	88	369
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1, 2, W/2SW/4, SE/4 Section 20: NE/4,SW/4	626.96	88	371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1, 2, W/2SW/4, SE/4 Section 30: Lots 1, 2, W/2SW/4, SE/4 Section 31: Lots 1, 2, W/2SW/4, SE/4	942.74	88	373
WYW-125951	High Plains Energy Co.	01/01/92	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2 SW/4	141.81	88	377

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assigment of Overriding Royalty Interest between Fort Collins Consolidated Royalties, Inc. and WRW Energy Co. and Dianne E. Greene.

LEASE SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125943	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S/2 S/2 Section 6: Lots 1-5, SE/4 SW/4, S/2 SE/4 Section 7: Lots 1-4, E/2, E/2 W/2 Section 18: Lots 1-4, E/2, E/2 W/2	1,839.37	---	---
WYW-125944	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 8: All Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All	1,920.00	---	---
WYW-125945	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 21: All	640.00	88	365
WYW-125946	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 23: NE/4, SW/4	960.00	88	367
WYW-125947	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 26: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4, SW/4 Section 29: NE/4, SW/4	1,280.00	88	369
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1, 2, E/2NW/4, SE/4 Section 20: NE/4,SW/4	626.96	88	371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1, 2, E/2NW/4, SE/4 Section 30: Lots 1, 2, E/2NW/4, SE/4 Section 31: Lots 1, 2, E/2NW/4, SE/4	942.74	88	373
WYW-125951	High Plains Energy Co.	01/01/92	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2 SW/4	141.81	88	377

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EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125952	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: NW/4, SE/4 Section 23: NW/4, SE/4 Section 24: NW/4, SE/4	1,280.00	88	379
WYW-125953	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 15: NW/4 Section 22: SE/4, NW/4	480.00	88	381
WYW-125954	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	320.00	88	383
WYW-126100	McMurry Oil Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4 Section 7: Lots 1, 2, E/2NW/4, SE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, SE/4, E/2NW/4 Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 12: NW/4	1,721.05	88	452
WYW-126474	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 18: Lots 3, 4, E/2SW/4 Section 19: Lots 3, 4, NE/4, E/2SW/4 Section 20: NE/4, SW/4	789.44	88	456
WYW-126377	McMurry Oil Company	03/01/92	Township 28 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, SE/4 Section 6: Lot 4, S/2SE/4 Section 7: SE/4 Section 8: NW/4, SE/4	823.95	88	425
WYW-126101	McMurry Oil Company	01/01/92	Township 30 North, Range 109 West, 6th P.M. Section 10: SE/4 Section 18: SE/4 Section 19: Lots 1, 2, E/2NW/4, SE/4 Section 30: Lots 1, 2, E/2NW/4, SE/4 Section 32: NW/4, SE/4 Section 33: NW/4, N/2SE/4	1,554.01	88	453
WYW-126473	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 8: NE/4, SW/4	959.96	88	455
W-5627-B	Samuel Mandel	05/01/67	Township 28 North, Range 108 West, 6th P.M. Section 9: All	640.00	___	___

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EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
W-87521	Dorothy M. Trommeter	02/01/77	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1-4, S/2 S/2 Section 3: Lots 1-4, S/2 S/2 Section 4: Lots 1-4, S/2 S/2 Section 10: All Section 11: All	2,229.96	81	86
W-100902 1,280.00 79 337	Eugene J. Wait, Jr.	08/01/86	Township 29 North, Range 108 West, 6th P.M. Section 34: All Section 35: All			
W-104178	HPC, Inc.	06/01/87	Township 27 North, Range 107 West, 6th P.M. Section 9: NE/4, SW/4 Section 10: NE/4, SW/4 Section 15: NE/4, SW/4 Section 18: Lots 3, 4, NE/4, E/2SW/4	1,274.03	88	397
W-106728	Conoco, Inc.	07/01/85	Township 30 North, Range 109 West, 6th P.M. Section 29: NW/4, SE/4 Section 31: Lots 1, 2, E/2NW/4, SE/4	654.55	88	399
W-107206	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 12: NE/4, SW/4 Section 13: NE/4, SW/4 Section 24: NE/4, SW/4	960.00	88	403
W-100901	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 14: N/2SW/4, SE/4SW/4, NE/4	280.00	88	405
W-118151	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 3, 4, S/2SW/4	161.97	84	590
W-118152	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2W/2 Section 30: Lots 3, 4, E/2SW/4, NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4	1,173.27	84	585
W-118153	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 25: NE/4, SW/4 Section 33: NE/4, SW/4 Section 34: NE/4, SW/4 Section 35: NE/4, SW/4	1,280.00	84	580

EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
W-118154	Home Petroleum Corp.	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NE/4, SW/4 Section 17: NE/4, SW/4	640.00	84	574
W-118163	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 20: NW/4, SE/4 Section 21: NW/4, SE/4 Section 28: NW/4, SE/4	960.00	84	568
W-118164	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 26: NW/4, SE/4 Section 27: NW/4, SE/4	640.00	84	562
ST WY 92-00189	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: NE/4 SW/4, S/2 SW/4	120.00	88	439
ST WY 92-00190	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	439
ST WY 92-00191	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 17: N/2 NE/4, SE/4 NE/4	120.00	88	440
ST WY 92-00192	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	441
ST WY 92-00193	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	442
ST WY 92-00196	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	445
ST WY 92-00197	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 16: SE/4	160.00	88	446
ST WY 92-00198	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	447

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EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
ST WY 92-00199	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	448
ST WY 92-00200	McMurry Oil Company	04/02/92	Township 30 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	449
ST WY 92-00201	McMurry Oil Company	04/02/92	Township 28 North, Range 110 West, 6th P.M. Section 16: NW/4, SE/4	320.00	88	450
ST WY 92-00202	McMurry Oil Company	04/02/92	Township 28 North, Range 111 West, 6th P.M. Section 36: All	640.00	88	451
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NE/4, SW/4 Section 33: N/2 NE/4, SW/4	560.00	88	471
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 11: SW/4 NW/4, SW/4, SW/4 SE/4 Section 13: SE/4 NW/4, NW/4 SE/4 Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4 NW/4, SW/4, SW/4 SE/4	600.00	88	470
WYW-126772	McMurry Oil Company	05/01/92	Township 30 North, Range 109 West, 6th P.M. Section 3: Lot 3, N/2 SE/4	119.62	88	470
WYW-127189	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 7: NE/4 Section 8: NE/4 Section 17: SW/4, SW/4NE/4	1,158.92	88	732
WYW-127190	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NE/4, SW/4 Section 23: NE/4, SW/4	640.00	88	735
WYW-127191	McMurry Oil Company	07/01/92	Township 28 North, Range 107 West, 6th P.M. Section 5: SW/4 Section 17: NE/4, SW/4 Section 18: Lots 3, 4, E/2SW/4, NE/4 Section 33: SW/4	954.68	88	738

EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 3, 4, E/2SW/4, NE/4 Section 20: N/2 SW/4, SE/4SW/4 Section 28: SW/4 Section 29: NE/4, SW/4	921.14	88	741
WYW-127193	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: S/2 NE/4 Section 34: W/2 SW/4	160.00	88	744
WYW-120908	L. M. Grace	08/01/90	Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 Section 15: NE/4, SW/4 Section 17: NE/4, SW/4 Section 20: NE/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4	2,400.00	88	717
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 25: NE/4, SW/4	960.00	92	198
WYW-127853	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, S/2NE/4, E/2SW/4, Section 7: Lots 3, 4, E/2SW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1, 2, SW/4, S/2NE/4 Section 12: NE/4, SW/4	1,108.03	92	200
WYW-127854	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 3, 4 NE/4, E/2SW/4 Section 20: NE/4, SW/4 Section 21: NE/4, SW/4	953.51	92	202
ST WY 92-00412	McMurry Oil Company	12/01/92	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	91	363
ST WY 90-00364	Wold Oil & Gas Co.	06/02/90	Township 28 North, Range 108 West, 6th P.M. Section 16: All	640.00	92	5

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-128706	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NE/4, SW/4 Section 14: NE/4, N/2SW/4	560.00	92	12
ST WY 93-00109	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	92	273
ST WY 93-00114	McMurry Oil Company	03/01/93	Township 30 North, Range 110 West, 6th P.M. Section 36: NW/4, SE/4	320.00	92	275
WYW-130232	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 1: Lot 1, Lot 2, S/2 SE/4 Section 11: NW/4, SE/4	463.27	93	321
WYW-122309	Standard Energy Co.	11/01/90	Township 28 North, Range 108 West, 6th P.M. Section 32: NE/4, SW/4	320.00	—	—
WYW-132049	Winston L. Thornton	11/01/86	Township 28 North, Range 109 West, 6th P.M. Section 15: NW/4, SE/4	320.00	92	401
WYW-128039 1,600.00 92 407	Kenneth R. Farmer	01/01/93	Township 28 North, Range 109 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4 Section 24: All Section 25: NE/4, SW/4			
WYW-130730	McMurry Oil Co.	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1, 2, S/2SE/4 Section 3: Lots 1, 2, S/2SE/4 Section 12: All Township 29 North, Range 109 West, 6th P.M. Section 34: N/2NW/4, SE/4	1,169.41	94	461
ST WY 93-00553	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	96	3
ST WY 93-00554	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	96	5
ST WY 94-00133	McMurry Oil Co.	04/01/94	Township 29 North, Range 106 West, 6th P.M. Section 20: SW/4 NW/4	40.00	96	422
ST WY 94-00149	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 36: All	640.00	96	428

EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
ST WY 94-00148	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	96	426
ST WY 94-00147	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4 SW/4	40.00	96	424
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2 SE/4 Section 24: E/2 NE/4	160.00	96	295
WYW-114848	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4NE/4, SW/4	200.00	96	554
WYW-115608	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, S/2NE/4, E/2SW/4	313.64	96	556
WYW-120614	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 3, 4, E/2 SW/4	135.68	96	558
WYW-121398	Ron Dawursk	09/01/90	Township 29 North, Range 109 West, 6th P.M. Section 12: SE/4	160.00	96	560
John B. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	89
Anne Case	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	91
Catherine Canestrini	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	93
Joseph J. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	95

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
Sister Miriam Grace	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	97
Bernadette Gosar	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	99
Margaret Sellyei	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	101
Grace Mossman	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	103
WYW-90672	William H. Short, Jr.	01/29/85	Township 28 North, Range 107 West, 6th P.M. Section 4: Lot 1, W/2 SE/4 Section 7: Lots 5, 6, 7, 8, E/2 W/2	412.76	97	362
WYW-118148	R. K. O'Connell	11/08/89	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2 NE/4 Section 29: NE/4, SW/4 Section 30: E/2 NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4 Section 32: NE/4, SW/4	1,122.08	97	521

EXHIBIT "A"

Lease Name/Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-131987	Howell R. Spears	03/02/94	Township 30 North, Range 107 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 27: NE/4, SW/4	960.00	97	519
WYW-102717	Eugene J. Wait, Jr.	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3,4, E/2 SW/4, NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4	642.12	98	423
WYW-102732	Eugene J. Wait, Jr.	11/18/86	Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4	320.00	98	421
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4 SW/4	40.00	99	200
WYW-118162	Liberty Petroleum Corp.	11/06/89	Township 29 North, Range 109 West, 6th P.M. Section 3: SE/4 Section 7: Lots 1,2, SE/4, E/2 NW/4 Section 11: NW/4, SE/4 Section 17: NW/4, SE/4	1,132.93	___	___
WYW-124622	Gregory Klurfeld	06/28/91	Township 29 North, Range 109 West, 6th P.M. Section 3: Lots 3,4, S/2 NW/4 Section 4: Lots 3,4, S/2 NW/4, SE/4 Section 5: Lots 3,4, S/2 NW/4, SE/4 Township 30 North, Range 109 West, 6th P.M. Section 33: S/2 SE/4	874.42	___	___
WYW-127204	Javelina Partners	07/09/92	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 2, SE/4 SE/4	85.24	___	___
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	202
Joseph A. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	204
Lois T. Zebre, et vir.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	___	___

[redacted] [redacted] [redacted]

EXHIBIT "A" - PART II

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

289

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This instrument is made and entered into as of this 18th day of April, 1996, to be effective as of March 4, 1996, among **Weeks, Brewer & Associates**, a California general partnership, hereinafter referred to as "Assignor", and the following parties, hereinafter collectively referred to as "Assignees": **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Fort Collins"); **WRW Energy Co.**, a Colorado general partnership with an address of P.O. Box 1881, Cheyenne, Wyoming 82003 (hereinafter referred to as "WRW"); and **Dianne E. Greene** with an address of 5905 Green Meadows Drive, Cheyenne, Wyoming 82001 (hereinafter referred to as "Greene").

W I T N E S S E T H:

WHEREAS, Assignor acquired a 1.80625% overriding royalty interest in each of the oil and gas leases described on Exhibit "A" attached hereto insofar as said leases cover the lands described on said Exhibit, which Exhibit is hereby incorporated herein, by virtue of that certain Overriding Royalty Assignment dated March 4, 1996 and recorded in the records of Sublette County, Wyoming, on March 6, 1996 in Book 103 O&G at Page 105; and

WHEREAS, Assignor desires to convey all of the overriding royalty interest acquired by it by virtue of the foregoing overriding royalty assignment to Assignees as tenants in common in the undivided shares set forth below;

NOW, THEREFORE, for and in consideration of the premises, the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Assignor does hereby grant, assign and convey unto Assignees as tenants in common in the undivided shares set forth below all of Assignor's 1.80625% overriding royalty interest in each of the oil and gas leases described on Exhibit "A" attached hereto, said interest having been acquired by Assignor by virtue of that certain Overriding Royalty Assignment dated March 4, 1996 and recorded in the records of Sublette County, Wyoming, on March 6, 1996 in Book 103 O&G at Page 105:

Fort Collins	-	94%
WRW	-	5%
Greene	-	1%

TO HAVE AND TO HOLD the overriding royalty interest herein conveyed unto Assignees, their respective successors and assigns, FOREVER, subject to the terms of the above-described oil and gas leases and all other matters of record.

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

256938

RECORDED April 29 19 96 1:35 PM
IN BOOK 103 O&G PAGE 289
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Duplicate original copies of this Assignment may be executed for purposes of filing with the Bureau of Land Management which instruments shall be construed as conveying the same interest conveyed herein and not any interest in addition thereto.

Done the day and year first above written to be effective as of March 4, 1996.

WEEKS, BREWER & ASSOCIATES,
a California general partnership

By: _____
William R. Weeks
General Partner

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

SUBSCRIBED AND SWORN to before me by William R. Weeks, as a General Partner of Weeks, Brewer & Associates, a California general partnership, on behalf of the partnership, this 18th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
10/5/98

_____
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

c:\wpdata\smt\weeks\wb&awwdg.esn

EXHIBIT "A"

Lease #W-100902
Township 29 North, Range 108 West, 6th P.M.
Section 34: All
Section 35: All
Containing 1,280.00 acres, more or less

Lease #W-102899
Township 29 North, Range 108 West, 6th P.M.
Section 27: All
Containing 640.00 acres, more or less

[redacted] [redacted] [redacted]

STATE OF WYOMING)
: ss.
COUNTY OF SUBLETTE)

CONVEYANCE OF OPERATING RIGHTS AND WORKING INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation with an office in Denver, Colorado, hereinafter referred to as "Grantor" or as "Amoco," hereby does bargain, sell, assign transfer and convey unto BELCO PETROLEUM CORPORATiON, a corporation, its successors and assigns, hereinafter referred to as "Grantee" all of its operating rights and working interests in and to the following referenced oil and gas lease or leases, covering lands situated in Sublette County, State of Wyoming, to wit:

Serial No.:	W-10682
Lessor:	U.S.A.
Lessee:	Merin Morgan, et al
Dated:	February 1, 1950

insofar as said lease or leases cover the following described land in said County and State, to wit:

Township 29 North, Range 113 West
Section 24: SE/4 NW/4

but only from the top of the Mesaverde to the stratigraphic equivalent of the depth of 3,942 feet to which that certain test well has been drilled by Grantee in the W/2 of Section 24, T29N, R113W, 6th P.M. under that certain Farmout Contract between the parties hereto dated November 13, 1976, to which this instrument is made subject.

256949

RECORDED April 29 1996 4:10pM
IN BOOK 103 Ord PAGE 292
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

50171-000
Chimney Buttes

BFIDNU
A 17(j)

(said lease or leases or interest therein and land hereinabove last referred to sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is conveyed by the Grantor and accepted by the Grantee subject to the over-riding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Grantee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein conveyed.

2. In addition to any and all other overriding royalties, production payments and other encumbrances to which said lease acreage may be subject, the Grantor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) Proportionate one-eighth of eight-eighths (1/8 of 8/8) of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said lease(s), or any extension or renewal thereof, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on said lease acreage or, at the Grantor's option, to the credit of the Grantor into the pipe line to which said well or wells may be connected;

(b) Proportionate one-eighth of eight-eighths (1/8 of 8/8) of all gas and casinghead gas produced and saved from said lease acreage under said leases(s), or any extension or renewal thereof, the market value (at the well) of which shall be paid to the Grantor free of all cost and expense, except taxes on production; and,

(c) Proportionate one-eighth (1/8) of all other minerals produced and saved from said lease acreage under said lease(s), or any extension or renewal thereof, free of all cost and expense, except taxes on production.

3. With respect to the overriding royalty herein excepted and reserved by the Grantor, the Grantor and the Grantee agree, as follows:

(a) That oil and gas used in drilling and operations on said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(b) That the Grantee shall furnish to the Grantor authentic itemized monthly reports of all production from said lease acreage, such reports to be mailed not later than the fifteenth day of the month following that for which the report is made.

(c) That in the event any of said leases covers less than all the oil and gas mineral rights in and to the land described in said lease and covered by this conveyance, said overriding royalty as to such lease and insofar as it pertains to oil, distillate, condensate, other liquid hydrocarbons, gas and casinghead gas, shall be proportionately reduced so as to be equal to that proportion of one-eighth of eight-eighths 1/8

of 1/8) of said production which the interest in and to said oil and gas mineral rights in the land described in said lease and covered by this conveyance bears to the full and undivided oil and gas mineral estate therein.

(d) That the obligation to pay said overriding royalty interest out of the production of oil created herein, which, when added to overriding royalties or payments out of production of oil 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 fifteen (15) barrels or less; this limitation is not applicable to the production of gas and shall apply separately to any zone or portion of a lease segregated for computing Government royalty.

4. As to any wells drilled on said lease acreage by the Grantee after the delivery of this assignment, the Grantee shall give the Grantor notice thereof prior to commencing the actual drilling of any such wells, access to said wells and the derrick floor at all reasonable times and, upon request of the Grantor, shall furnish to the Grantor well samples of all cores and cuttings consecutively taken, unless the Grantor elects to take such samples; and, at the request of the Grantor, the Grantee shall furnish to the Grantor copies of any electrical well formation surveys made.

5. In the event that the Grantee should elect to surrender, let expire, abandon or release all or any of his or its rights in said lease acreage, or any part thereof, the Grantee shall notify the Grantor not less than thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Grantor,

the Grantee immediately shall convey such rights in said lease acreage, or such part thereof, to the Grantor.

6. This conveyance is made subject to all the terms and the express and implied covenants and conditions of said lease(s), to the extent of the rights hereby conveyed, which terms, covenants and conditions the Grantee hererby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Grantee, not only in favor of the lessor or lessors and their successors, heirs and assigns, but also in favor of the Grantor and its successors and assigns.

7. This conveyance is made without warranty of any kind.

8. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the parties hereto as follows:

Assignor:	Amoco Production Company Amoco Building Denver, Colorado 80202 Attention: Northern Division Landman
Assignee:	Belco Petroleum Corporation 445 Union Boulevard, Suite 209 Lakewood, Colorado 80228

9. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the

Grantor and the Grantee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

TO HAVE AND TO HOLD said lease acreage unto the Grantee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 3rd day December, 1980.

AMOCO PRODUCTION COMPANY

F. J. Mire
Its Attorney in Fact

APPROVED
RAB

CW:ng
111380
BER884

STATE OF

WYOMING

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

The foregoing instrument was acknowledged before me by F.J. Mire, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 3rd day of December, 1980.

WITNESS my hand and official seal.

My commission expires:
My Commission Expires Jan. 4, 1983

Flora D. Trujillo
Notary Public

Amoco Building
Denver, Colorado 80202

STATE OF WYOMING)
: ss.
COUNTY OF SUBLETTE)

CONVEYANCE OF OPERATING RIGHTS AND WORKING INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation with an office in Denver, Colorado, hereinafter referred to as "Grantor" or as "Amoco," hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, a corporation, its successors and assigns, hereinafter referred to as "Grantee" all of its operating rights and working interests in and to the following referenced oil and gas lease or leases, covering lands situated in Sublette County, State of Wyoming, to wit:

Lease No.:	223241 - USA W 10682
Lessor:	United States of America
Lessee:	Merin Morgan, et al.
Dated:	February 1, 1950
Recorded:	

insofar as said lease or leases cover the following described land in said County and State, to wit:

Township 29 North, Range 113 West
Section 24: NW/4 NW/4

but only from the top of the Mesaverde to the stratigraphic equivalent of the depth of 3,857 feet to which that certain test well has been drilled by Grantee in the W/2 of Section 24, T29N, R113W, 6th P.M., under that certain Farmout Contract between the parties hereto dated December 13, 1976, to which this instrument is made subject.

256950

RECORDED April 29 19 96 4:10 PM
IN BOOK 103 OTG PAGE 298
FEES $ 20.00 Mary Lou Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Patty Saxton

50171-000
Chimney Buttes

BF12NW24
#17(a)

(said lease or leases or interest therein and land hereinabove last referred to sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is conveyed by the Grantor and accepted by the Grantee subject to the over-riding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Grantee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein conveyed.

2. In addition to any and all other overriding royalties, production payments and other encumbrances to which said lease acreage may be subject, the Grantor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) Proportionate one-eighth of eight-eighths (1/8 of 8/8) of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said lease(s), or any extension or renewal thereof, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on said lease acreage or, at the Grantor's option, to the credit of the Grantor into the pipeline to which said well or wells may be connected;

(b) Proportionate one-eighth of eight-eighths (1/8 of 8/8) of all gas and casinghead gas produced and saved from said lease acreage under said lease(s), or any extension or renewal thereof, the market value (at the well) of which shall be paid to the Grantor free of all cost and expense, except taxes on production; and,

(c) Proportionate one-eighth (1/8) of all other minerals produced and saved from said lease acreage under said lease(s), or any extension or renewal thereof, free of all cost and expense, except taxes on production.

3. With respect to the overriding royalty herein excepted and reserved by the Grantor, the Grantor and the Grantee agree, as follows:

(a) That oil and gas used in drilling and operations on said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(b) That the Grantee shall furnish to the Grantor authentic itemized monthly reports of all production from said lease acreage, such reports to be mailed not later than the fifteenth day of the month following that for which the report is made.

(c) That in the event any of said leases covers less than all the oil and gas mineral rights in and to the land described in said lease and covered by this conveyance, said overriding royalty as to such lease and insofar as it pertains to oil, distillate, condensate, other liquid hydrocarbons, gas and casing-head gas, shall be proportionately reduced so as to

be equal to that proportion of one-eighth of eight-eighths (1/8 of 8/8) of said production which the interest in and to said oil and gas mineral rights in the land described in said lease and covered by this conveyance bears to the full and undivided oil and gas mineral estate therein.

(d) That the obligation to pay said overriding royalty interest out of the production of oil created herein, which, when added to overriding royalties or payments out of production of oil 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 fifteen (15) barrels or less; this limitation is not applicable to the production of gas and shall apply separately to any zone or portion of a lease segregated for computing Government royalty.

4. As to any wells drilled on said lease acreage by the Grantee after the delivery of this assignment, the Grantee shall give the Grantor notice thereof prior to commencing the actual drilling of any such wells, access to said wells and the derrick floor at all reasonable times and, upon request of the Grantor, shall furnish to the Grantor well samples of all cores and cuttings consecutively taken, unless the Grantor elects to take such samples; and, at the request of the Grantor, the Grantee shall furnish to the Grantor copies of any electrical well formation surveys made.

5. In the event that the Grantee should elect to surrender, let expire, abandon or release all or any of his or its rights in said lease acreage, or any part thereof,

the Grantee shall notify the Grantor not less than thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Grantor, the Grantee immediately shall convey such rights in said lease acreage, or such part thereof, to the Grantor.

6. This conveyance is made subject to all the terms and the express and implied covenants and conditions of said lease(s), to the extent of the rights hereby conveyed, which terms, covenants and conditions the Grantee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Grantee, not only in favor of the lessor or lessors and their successors, heirs and assigns, but also in favor of the Grantor and its successors and assigns.

7. This conveyance is made without warranty of any kind.

8. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interest herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the parties hereto as follows:

Assignor:

Amoco Production Company
Security Life Building
Denver, Colorado 80202

Attention: Southern District Landman

Assignee:

Belco Petroleum Corporation
445 Union Boulevard, Suite 209
Lakewood, Colorado 80228

9. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Grantor and the Grantee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

TO HAVE AND TO HOLD said lease acreage unto the Grantee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 26th day of January, 1978.

POWER OF ATTORNEY AUTHORIZING THE ATTORNEY IN FACT TO EXECUTE THIS INSTRUMENT IS ON FILE UNDER SERIAL NUMBER CHEYENNE W 56943 AND IS STILL IN EFFECT.

AMOCO PRODUCTION COMPANY

By E. E. Lafaye
Its Attorney-in-Fact

Approved

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

The foregoing instrument was acknowledged before me by E. E. Lafaye, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, a Delaware corporation, this 26th day of January, 1978.

WITNESS my hand and official seal.

Teresa J. Thurow
Notary Public

My Commission expires:
My Commission expires Oct. 28, 1979

LMW:jo
012078
YI797
C-93704
L-223241

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGN[redacted]TIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17th day of April, 19 73.

BELCO PETROLEUM CORPORATION

(Assignee's Signature)
John B. Dunnewald
Attorney-in-Fact

445 Union Blvd., Suite 209
Lakewood, Colorado 80228
(Address, include zip code)

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

STATE OF COLORADO
COUNTY OF JEFFERSON } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On April 17, 19 73, before me personally came the above named John B. Dunnewald (who being by me duly sworn, did say that he is the Attorney-in-Fact of BELCO PETROLEUM CORPORATION a corporation, ~~and that the seal affixed to said instrument is the corporate seal of said corporation~~) he is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Attorney-in-Fact and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation, that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: My commission expires Nov. 15, 1981

Notary Public
Residing at: 10322 W. Alameda
Lakewood, Colo. 80226

STATEMENT OF ATTORNEY-IN-FACT
OF
BELCO PETROLEUM CORPORATION

I, JOHN B. DUNNEWALD, Attorney-in-Fact for BELCO PETROLEUM CORPORATION, do hereby state and affirm that a Certificate of Resolution of the Board of Directors of BELCO PETROLEUM CORPORATION authorizing and empowering me to act as Attorney-in-Fact for said corporation is on file under serial number U. S. W-56943 and that such Resolution is on the date shown below still in full force and effect.

I, JOHN B. DUNNEWALD, do hereby further state and affirm that I do not now nor will I in the future have any interest of any nature or degree in the properties covered and affected by the instrument to which this statement is attached.

John B. Dunnewald
Attorney-in-Fact for
BELCO PETROLEUM CORPORATION

Date: April 17, 1978

A S S I G N M E N T

THIS ASSIGNMENT, made and executed this 30th day of [illegible] 1961, by FRANK E. HILTON and MAUDE A. HILTON, Assignors, to FRANCES C. HILTON, a single woman, ASSIGNEE.

W I T N E S S E T H:

WHEREAS, on March 17, 1941, H. Waldemar Anderson and Edith Anderson, his wife, assigned unto said FRANK E. HILTON, an undivided one-half (½) interest in and to that certain United States Oil and Gas Lease, Evanston, Serial No. 013494, dated December 31, 1938, issued to said H. Waldemar Anderson and Frederick Salathe, Jr., each owning and holding an undivided one-half (½) interest, as Lessees, covering and leasing the following described land, to wit:

"Township 29 North, Range 113 West, 6th Principal Meridian,
Section 14, S½N½; S½;
Section 15, S½N½; S½;
Section 23, E½; containing 1,280 acres, more or Less."

WHEREAS, the said assignment from H. Waldemar Anderson, et ux to said Frank E. Hilton was approved by the Secretary of the Department of the Interior on June 20, 1941.

WHEREAS, August 17, 1943, a certain Operating Agreement was made and entered into by and between Frederick Salathe, Jr., and Frank E. Hilton, as "Lessees", and Patrick J. Quealy, as "Contractor", in regard to the above numbered oil and gas lease and covering the above described land.

WHEREAS, on November 22, 1943, said Patrick J. Quealy assigned all of his right, title, and interest in and to the above mentioned Operating Agreement, dated August 17, 1943, to the Western Oil Refining Company.

WHEREAS, on January 31, 1944, said Frederick Salathe, Jr., and Frank E. Hilton assigned the said United States Oil and Gas Lease, Evanston, Serial No. 013494, unto said Western Oil Refining Company covering all the above described land, excepting, reserving and retaining, however, in and to said Frederick Salathe, Jr., and Frank E. Hilton, a royalty of five (5%) per cent of all oil and gas produced, saved and marketed from the above described lands, and other reservations, exceptions and conditions, as set forth in the said Operating Agreement, dated August 17, 1943,

Bureau of Land Management Cheyenne, Wyoming

256951

RECORDED April 29 19 96 9:00 AM
IN BOOK 103 Ores
FEES $ 10.00 Maureen Z. Schaufel
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scanlon

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 11 1996
Cecelia L Kowalski
BUREAU OF LAND MANAGEMENT

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Leg. 173
50014-000
Big Piney Shallow

306

letter of "Amendment of said Operating Agreement," dated August 18, 1943, and the said Assignment, dated January 31, 1944.

WHEREAS, on July 27, 1945, the said Operating Agreement, dated August 17, 1943, the said Assignment, dated November 22, 1943, and the said Assignment, dated January, 31, 1944, were approved by the Secretary of the Department of the Interior.

WHEREAS, Frank E. Hilton, and Maude A. Hilton, his wife, are now the owners and holders of one-half (½) of the reserved royalty of five (5%) per cent under the United States Oil and Gas Lease, Evanston, Serial No. 013494, covering the above described land, or two and one-half (2½%) per cent royalty.

NOW, THEREFORE, said FRANK E. HILTON and MAUDE A. HILTON, his wife, for and in consideration, of the sum of Ten ($10.00) Dollars to them in hand paid by said FRANCES C. HILTON, do hereby assign, transfer and convey unto said FRANCES C. HILTON, the said two and one-half (2½%) per cent royalty of all oil and gas produced, saved and marketed from the above described land under the above mentioned United States Oil and Gas Lease, Evanston, Serial No. 013494, as set forth in the Assignment, dated January 31, 1944, together with all the rights and privileges of the Assignors herein, as set forth in the reservations, exceptions, terms, and conditions of the said Operating Agreement, dated August 17, 1943, letter of "Amendment of Operating Agreement, dated August 18, 1943, and the said Assignment, dated January 31, 1944.

This Assignment is executed in sextuplicate. This Assignment is subject to the approval of the Manager of the Bureau of Land and Management and shall be forwarded to him for such approval.

This Assignment shall extend to, inure to the benefits of, and likewise be binding upon the respective heirs, executors, administrators, successors and/or assigns of the Assignors and Assignee herein named and parties hereto.

IN WITNESS WHEREOF, said FRANK E. HILTON and MAUDE A. HILTON, have executed the Assignment the day and year first above written.

Frank E. Hilton
FRANK E. HILTON

Maude A. Hilton
MAUDE A. HILTON, his wife.

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 11 1996
Odette L Kwalski
BUREAU OF LAND MANAGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 30th day of April, 1951, before me Lorna B. Vandiver, Notary Public in and for said County and State, personally appeared FRANK E. HILTON and MAUDE A. HILTON, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Lorna B. Vandiver
Notary Public in and for said County and State.
My Commission Expires August 19, 1953

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 11 1996
Adelle L. Kowalski
BUREAU OF LAND MANAGEMENT

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This Conveyance, Assignment and Bill of Sale ("*Assignment*"), dated effective as of 7:00 a.m. Mountain Standard Time, on April 1, 1996 ("*Effective Time*"), is from **McMurry Oil Company**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602 ("McMurry"), **Nerd Enterprises, Inc.**, a Wyoming corporation with an address of P.O. Box 949, Casper, Wyoming 82602, **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82003, **Edward M. Warner**, an individual with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 (hereinafter sometimes referred to individually as "*Assignor*" and collectively as "*Assignors*"); to **CoEnergy Rockies, Inc.**, a Michigan corporation with an address of 150 West Jefferson Street, Suite 1900, Detroit, Michigan 48226 (hereinafter sometimes referred to as "*Assignee*").

PART I
GRANTING AND HABENDUM CLAUSES

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors (as to the interest of each individual Assignor, respectively) have transferred, granted, conveyed, and assigned, and do hereby transfer, grant, convey, and assign to Assignee, effective for all purposes as of the Effective Time, an undivided 33.333% of Assignors' (as to the interest of each individual Assignor, respectively) right, title and interest, of whatever kind or character, whether legal or equitable, and whether vested or contingent, in and to the following properties and assets (such properties and assets being hereinafter called the "*Assets*"):

(a) The oil and gas leasehold working interest specified on Exhibit "A" in each of the oil and gas leases described on Exhibit "A" ("Leases") attached hereto, insofar and only insofar as said leases cover the lands ("Lands") described on said Exhibit, excluding, however, any overriding royalties, production payments, or other non-cost bearing interests which Assignor may own in the Leases and Lands (the property described in this paragraph being hereinafter referred to as the "Leasehold Interests").

(b) All presently existing and valid oil and gas unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby, including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations and/or declarations, relating to the Leasehold Interests (the property

256958

RECORDED April 30, 1996 1:20 PM
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FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

described in this paragraph being hereinafter referred to as the "Unit Agreements").

(c) All presently existing and valid production sales (and sales related) contracts, operating agreements (excluding, however, all of McMurry's rights as Operator thereunder), purchase and sale agreements, and other agreements and contracts which relate to the Leasehold Interests or Unit Agreements and the exploration, development, operation or maintenance thereof or the treatment, storage, transportation, or marketing of hydrocarbons produced therefrom or allocated thereto;

(d) The wells described on Exhibit "A" ("Wells") and as of the date hereof, all machinery and equipment therein or attached thereto and other fixtures and personal property attached thereto and used in connection therewith (excluding, however, all surplus separators, dehydrators, tubing, drillpipe, casing, pumps, generators, sheds, trailers and tanks which are not attached to any of the Wells and all communication equipment, all mobile equipment such as trucks, forklifts, backhoes and other motor vehicles) and all easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the Leasehold Interests or Unit Agreements or the treatment and storage of production therefrom (or allocated thereto); and

(e) All lease files, abstracts and title opinions, production records, well files, accounting records (but not including general financial accounting records), and (to the extent the same are assignable or transferrable by Assignors) seismic records and surveys, gravity maps, electric logs, geological and geophysical data and records; and such other files, documents and records of every kind and description which relate to the properties described above.

SAVE AND EXCEPT the Jonah Field Gas Gathering System, located in Sublette County, Wyoming, owned and operated by McMurry Oil Company and/or Green River Pipeline Limited Liability Company, as described in the Jonah Field Development Agreement set forth on Exhibit "B"; and, all rights of Assignors to receive any and all cash payments pursuant to that certain Purchase and Sale Agreement dated effective June 1, 1994, as amended, and the Farmout Agreement dated June 17, 1994, as amended (both by and between McMurry, et al. and Synder Oil Corporation); and, any other assets and properties excluded pursuant to the terms hereof (*"Excluded Assets"*).

It is the intent of Assignors that as to each individual Assignor, respectively, Assignee shall receive and be vested with no more nor no less than an 80% net revenue interest in each of the Leasehold Interests herein assigned, said net revenue interest with respect to each of the Leases to be reduced by the proportion that the Leasehold Interest therein assigned hereunder by such Assignor bears to the entire leasehold estate; and, to that end each Assignor, as to the interest herein conveyed by such Assignor in each of the Leases reserves to itself, its successors and assigns, as an overriding royalty that percentage share of all oil, gas and other hydrocarbons produced, saved and marketed under the terms of such lease, insofar only as it covers the Lands, which is equal to the difference between (a) the sum of all existing lease burdens of record including the landowner's royalty and all overriding royalties of record, and (b) 20%, such that the net revenue interest attributable to the leasehold working interest conveyed herein by each Assignor shall be 80%, reduced in the proportion that said leasehold interest bears to the entire leasehold estate.

To the extent that the sum of the landowner's royalty interest and all existing overriding royalties of record burdening the leasehold working interest conveyed herein by any Assignor in any of the Leases is more than a proportionate share of 20%, such that the net revenue interest attributable to such leasehold interest is less than a proportionate share of 80%, such Assignor, individually and respectively as to its interest in such lease hereby grants and conveys unto Assignee, its successors and assigns, out of such Assignor's retained interest in such lease an overriding royalty equal to that percentage share of all of the oil, gas and other hydrocarbons produced, saved and marketed under the terms of such lease, insofar only as it covers the Lands necessary to vest Assignee with a net revenue interest in such lease equal to exactly 80% of the leasehold working interest conveyed by such Assignor herein when such overriding royalty is combined with the net revenue interest attributable to such oil and gas leasehold working interest. To the extent that any Assignor conveys to Assignee both a working interest and an overriding royalty in the same lease pursuant to this instrument, the overriding royalty shall be deemed to have merged into the working interest.

With respect to each of the Leases to the extent that the leasehold working interest conveyed herein by each Assignor is less than the entire leasehold estate and to the extent that said lease covers less than the entire oil and gas mineral estate in the Lands, the overriding royalty, if any, reserved or conveyed herein by such Assignor shall be proportionately reduced.

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

PART II
MISCELLANEOUS

2.1 Special Warranty; Subrogation. Except as otherwise provided in Section 2.2 below, each Assignor, respectively, hereby covenants with Assignee, its successors and assigns, to warrant and defend title to the that portion of the Assets conveyed by such Assignor hereunder as against the claims of all parties claiming by, through or under such Assignor but not otherwise. Moreover, this Assignment is made with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of any of Assignor's respective predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation and all rights of actions by warranty against all former owners of the Assets.

2.2 Existing Agreements. The Assets hereby assigned are subject to the agreements set forth on Exhibit "B" attached hereto and made a part hereof.

2.3 Disclaimer. Each of the Wells and all materials and equipment conveyed herein are assigned to Assignee ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNORS SPECIFICALLY DISCLAIM ALL WARRANTIES AS MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

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

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

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

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

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

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

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

EXECUTED on April 25, 1996, to be effective for all purposes as of the Effective Time.

ASSIGNORS:

ATTEST:

By: _____
Assistant Secretary

McMURRY OIL COMPANY

_____
John W. Martin, President

ATTEST:

By: _____
Assistant Secretary

NERD ENTERPRISES, INC.

_____
Mick McMurry, President

ATTEST:

By: _____
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

_____
William R. Weeks
Executive Vice President

[redacted] [redacted] [redacted]

EDWARD M. WARNER, an individual

ASSIGNEE:

COENERGY ROCKIES, INC.

By: Pauline Dishon
Name: Pauline Dishon
Title: Attorney-in-Fact

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

SUBSCRIBED AND SWORN to before me by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

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

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

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

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by William R. Weeks, as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, an individual, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

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

SUBSCRIBED AND SWORN to before me by Pauline Doohan as Attorney-in-Fact of CoEnergy Rockies, Inc., a Michigan corporation, on behalf of the corporation, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

c:\wpdata\slmt\mcmurry\coenergy\convey.asn(4/24/96)

EXHIBIT "A" - PART I

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated effective the 1st day of April 1996, by and between McMurry, et al. and CoEnergy Rocki Inc.

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page	Working Interest - Percentage McMurry	FCCRI	Nerd	Warner
WYW-125943	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S/2 S/2 Section 6: Lots 1-5, SE/4 SW/4, S/2 SE/4 Section 7: Lots 1-4, E/2, E/2 W/2 Section 18: Lots 1-4, E/2, E/2 W/2	1,839.37	—	—	17.325 49.500	24.01875 36.125	8.20625 12.375	.7 2.00
WYW-125944	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 8: All Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All	1,920.00	—	—	49.500	36.125	12.375	2.00
WYW-125945	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 15: All Section 20: All Section 21: All Section 22: S/2	2,240.00	88	365	BPO 9.9 APO 25.74 49.500	7.225 18.785 36.125	2.475 6.435 12.375	.4 1.04 2.000
WYW-125946	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 22: N/2 Section 23: SW/4, NE/4	1,280.00	88	367	49.500	36.125	12.375	2.000
WYW-125947	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 26: SW/4, NE/4 Section 27: SW/4, NE/4 Section 28: SW/4, NE/4 Section 29: SW/4, NE/4	1,280.00	88	369	49.500	36.125	12.375	2.000
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1,2, SE, E/2 NW/4 Section 20: NE/4 SW/4	626.96	88	371	49.500	36.125	12.375	2.000
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1,2, SE, E/2 NW/4 Section 29: All Section 30: Lots 1,2, SE, E/2 NW/4 Section 31: Lots 1,2, SE, E/2 NW/4	1,582.74	88	373	49.500	36.125	12.375	2.000

[1] Subject to SOCO Farmout; Sections 20, 22 and 29 - Not Drilled
[2] Drilled SOCO Farmout - See attached Schedule #1
[3] Jonah #1-5, #2-5, #1-7, #3-7, #1-6
[4] Jonah #2-8
[5] Jonah #3-15

EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page	Working Interest - Percentage McMurry	FCCRI	Nerd	Warner
WYW-125950	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M.[3&1] Section 28: All	640.00	—	—[2]	BPO 9.9 APO 25.74	7.225 18.785	2.475 6.435	[redacted] 1.
WYW-125951	High Plains Energy Co.	01/01/92	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2 SW/4	141.81	88	377	49.500	36.125	12.375	2.00
WYW-125952	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: NW/4, SE/4 Section 23: NW/4, SE/4 Section 24: NE/4, SE/4	1,280.00	88	379	49.500	36.125	12.375	2.00
WYW-125953	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 15: NW/4 Section 22: NW/4, SE/4	480.00	88	381	49.500	36.125	12.375	2.00
WYW-125954	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	320.00	88	383	49.500	36.125	12.375	2.[redacted]
WYW-126100	McMurry Oil Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 3,4,5, SE/4 NW/4, SE/4 Section 7: Lots 1,2, E/2 NW/4, SE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 3,4, E/2 NW/4, SE/4 Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 12: NW/4	1,211.05	88	452	49.500	36.125	12.375	2.00
WYW-126474	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 18: Lots 3,4, E/2 SW/4 Section 19: Lots 3,4, NE/4, E/2 SW/4 Section 20: NE/4, SW/4	789.44	88	456	49.500	36.125	12.375	2.00
WYW-126377	McMurry Oil Company	03/01/92	Township 28 North, Range 110 West, 6th P.M. Section 5: Lots 1,2, SE/4 Section 6: Lot 4, S/2 SE/4 Section 7: SE/4 Section 8: NW/4, SE/4	823.95	88	425	49.500	36.125	12.375	2.[redacted]

[1]Subject to SOCO Farmout [2]Drilled SOCO Farmout - See Attached Schedule #1 [3]Stud Horse Butte #15-28

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page	Working Interest - Percentage: McMurry	FCCRI	Nerd	Warner
WYW-126101	McMurry Oil Company	01/01/92	Township 30 North, Range 109 West, 6th P.M. Section 10: SE/4 Section 18: SE/4 Section 19: Lots 1,2, E/2 NW/4, SE/4 Section 30: Lots 1,2, E/2 NW/4, SE/4 Section 32: NW/4, SE/4 Section 33: NW/4, N/2 SE/4	1,554.01	88	453	49.500	36.125	12.375	2.000
WYW-126473	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1,2, S/2 NE/4, SW/4 Section 5: Lots 1,2, S/2 NE/4, SW/4 Section 8: NE/4, SW/4	959.96	88	455	49.500	36.125	12.375	2.00
W-5627-B	Samuel Mandel	05/01/67	Township 28 North, Range 108 West, 6th P.M. Section 9: All	640.00	—	—	BPO 49.500 APO 29.700	36.125 21.675	12.375 7.425	2.00 1.20
W-57521	Dorothy M. Trommeter	02/01/77	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1-4, S/2 S/2 Section 3: Lots 1-4, S/2 S/2 Section 4: Lots 1-4, S/2 S/2 Section 10: All Section 11: All	2,229.96	81	86	49.500	36.125	12.375	2.00
W-100902	Eugene J. Wait, Jr.	08/01/86	Township 29 North, Range 108 West, 6th P.M. Section 34: All Section 35: All	1,280.00	79	337	49.500	36.125	12.375	2.00
W-102899	Eugene J. Wait, Jr.	08/01/86	Township 29 North, Range 108 West, 6th P.M. Section 27: All	640.00	88	393	BPO 9.9 APO 25.74	7.225 18.785	2.475 6.435	.4 1.04
W-104178	HPC, Inc.	06/01/87	Township 27 North, Range 107 West, 6th P.M. Section 9: NE/4, SW/4 Section 10: NE/4, SW/4 Section 15: NE/4, SW/4 Section 18: Lots 3,4, NE/4, E/2 SW/4	1,274.03	88	397	49.500	36.125	12.375	2.000
W-106728	Conoco, Inc.	07/01/85	Township 30 North, Range 109 West, 6th P.M. Section 29: NW/4, SE/4 Section 31: Lots 1,2, SE/4, E/2 NW/4	654.55	88	399	49.500	36.125	12.375	2.000

[1]Subject to SOCO Farmout [2]Drilled SOCO Farmout - See attached Schedule #1 [3]Wardell Federal #1 [4]Jonah #1-4 [5]Jonah #32-34 [6]Stud Horse Butte #13-27

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page	Working Interest - Percentage McMurry	FCCRI	Nerd	[redacted]
W-107206	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 12: SW/4, NE/4 Section 13: SW/4, NE/4 Section 24: SW/4, NE/4	960.00	88	403	49.500	36.125	12.375	2.000
W-100901	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 14: NE/4, N/2 SW/4, SE/4 SW/4	280.00	88	405	49.500	36.125	12.375	2.000
W-118151	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 3,4, S/2 SW/4	161.97	84	590	49.500	36.125	12.375	2.000
W-118152	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 30: Lots 3,4, NE/4, E/2 SW/4 Section 31: Lots 3,4, NE/4, E/2 SW/4	1,173.27	84	585	49.500	36.125	12.375	2.000
W-118153	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 25: NE/4, SW/4 Section 33: NE/4, SW/4 Section 34: NE/4, SW/4 Section 35: NE/4, SW/4	1,280.00	84	580	49.500	36.125	12.375	2.[redacted]
W-118154	Home Petroleum Corp.	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NE/4, SW/4 Section 17: NE/4, SW/4	640.00	84	574	49.500	36.125	12.375	2.000
W-118163	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 20: NW/4, SE/4 Section 21: NW/4, SE/4 Section 28: NW/4, SE/4	960.00	84	568	49.500	36.125	12.375	2.000
W-118164	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 26: NW/4, SE/4 Section 27: NW/4, SE/4	640.00	84	562	49.500	36.125	12.375	2.000
ST WY 92-00189	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: NE/4 SW/4, S/2 SW/4	120.00	88	439	49.500	36.125	12.375	2.000

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page	Working Interest - Percentage McMurry	FCCRI	Nerd	Warner
ST WY 92-00190	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	439	49.500	36.125	12.375	2.000
ST WY 92-00191	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 17: N/2 NE/4, SE/4 NE/4	120.00	88	440	49.500	36.125	12.375	2.000
ST WY 92-00192	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	441	49.500	36.125	12.375	2.000
ST WY 92-00193	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	442	49.500	36.125	12.375	2.000
ST WY 92-00196	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	445	49.500	36.125	12.375	2.000
ST WY 92-00197	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 16: SE/4	160.00	88	446	49.500	36.125	12.375	2.000
ST WY 92-00198	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	447	49.500	36.125	12.375	2.000
ST WY 92-00199	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	448	49.500	36.125	12.375	2.000
ST WY 92-00200	McMurry Oil Company	04/02/92	Township 30 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	449	49.500	36.125	12.375	2.000
ST WY 92-00201	McMurry Oil Company	04/02/92	Township 28 North, Range 110 West, 6th P.M. Section 16: NW/4, SE/4	320.00	88	450	49.500	36.125	12.375	2.000
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: N/2 NE/4, SW/4	240.00	88	471	49.500	36.125	12.375	2.000
WYW-134684	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NE/4, SW/4	320.00	88	471	49.500	36.125	12.375	2.000

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page	Working Interest - Percentage McMurry	FCCRI	Nerd	Warner
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 11: SW/4 NW/4, SW/4, SW/4 SE/4 Section 13: SE/4 NW/4, NW/4 SE/4 Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4 NW/4, SW/4, SW/4 SE/4	600.00	88	470	49.500	36.125	12.375	2.000
WYW-126772	McMurry Oil Company	05/01/92	Township 30 North, Range 109 West, 6th P.M. Section 3: Lot 3, N/2 SE/4	119.62	88	470	49.500	36.125	12.375	2.000
WYW-127189	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1,2, S/2 NE/4, SW/4 Section 5: Lots 1,2, S/2 NE/4, SW/4 Section 7: NE/4 Section 8: NE/4 Section 17: SW/4 NE/4, SW/4	1,158.92	88	732	49.500	36.125	12.375	2.000
WYW-127190	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NE/4, SW/4 Section 23: NE/4, SW/4	640.00	88	735	49.500	36.125	12.375	2.0
WYW-127191	McMurry Oil Company	07/01/92	Township 28 North, Range 107 West, 6th P.M. Section 5: SW/4 Section 17: NE/4 Section 18: Lots 3,4, NE/4, E/2 SW/4 Section 33: SW/4	954.68	88	738	49.500	36.125	12.375	2.000
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 3,4, NE/4, E/2 SW/4 Section 20: N/2 SW/4, SE/4 SW/4 Section 28: SW/4 Section 29: NE/4, SW/4	921.14	88	741	49.500	36.125	12.375	2.000
WYW-127193	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: S/2 NE/4 Section 34: W/2 SW/4	160.00	88	744	49.500	36.125	12.375	2.000

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page	Working Interest- Percentage McMurry	FCCRI	Nerd	Warner
WYW-120908	L. M. Grace	08/01/90	Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 Section 15: NE/4, SW/4 Section 17: NE/4, SW/4 Section 20: NE/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4	2,400.00	88	717	49.500	36.125	12.375	2.000
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 3&1 Section 25: NE/4, SW/4 Section 26: All	1,600.00	92	198	49.500	36.125	12.375	2.000
							2 BPO 9.9	7.225	2.475	.4
							2 APO 25.74	18.785	6.435	1.04
WYW-127853	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1,2,6,7, S/2 NE/4, E/2 SW/4 Section 7: Lots 3,4, E/2 SW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1,2, S/2 NE/4, SW/4 Section 12: NE/4, SW/4	1,108.03	92	200	49.500	36.125	12.375	2.00
WYW-127854	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 3,4, NE/4, E/2 SW/4 Section 20: NE/4, SW/4 Section 21: NE/4, SW/4	953.51	92	202	49.500	36.125	12.375	2.00
ST WY 92-00412	McMurry Oil Company	12/01/92	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	91	363	49.500	36.125	12.375	2.00
ST WY 90-00365	Wold Oil & Gas Co.	06/02/90	1 Township 29 North, Range 108 West, 6th P.M. Section 36: All	640.00	92	7	49.500	36.125	12.375	2.00

[1]Subject to SOCO Farmout; Section 36 - Not Drilled

[2]Drilled SOCO Farmout - See attached Schedule #1

[3]Stud Horse Butte #5-26

EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page	Working Interest - Percentage McMurry	FCCRI	Nerd	W[redacted]
WYW-128703	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NE/4, SW/4 Section 14: NE/4, N/2 SW/4	560.00	92	12	49.500	36.125	12.375	2.000
ST WY 93-00109	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	92	273	49.500	36.125	12.375	2.000
ST WY 93-00114	McMurry Oil Company	03/01/93	Township 30 North, Range 110 West, 6th P.M. Section 36: NW/4, SE/4	320.00	92	275	49.500	36.125	12.375	2.000
WYW-130232	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 1: Lot 1,2, S/2 SE/4 Section 11: NW/4, SE/4	463.27	93	321	49.500	36.125	12.375	2.000
WYW-122309	Standard Energy Co.	11/01/90	Township 28 North, Range 108 West, 6th P.M. Section 32: NE/4, SW/4	320.00	__	__	49.500	36.125	12.375	2.0[redacted]
WYW-128039	Kenneth R. Farmer	01/01/93	Township 28 North, Range 109 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4 Section 24: All Section 25: NE/4, SW/4	1,600.00	92	407	49.500	36.125	12.375	2.000
WYW-130730	McMurry Oil Co.	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1,2, S/2 SE/4 Section 3: Lots 1,2, S/2 SE/4[1] Section 12: All Section 13: All Township 29 North, Range 109 West, 6th P.M. Section 34: N/2 NW/4, SE/4	1,809.41	94	461	49.500	36.125	12.375	2.000
ST WY 93-00553	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	96	3	49.500	36.125	12.375	2.0[redacted]

[1]Subject to SOCO Farmout - Not Drilled

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page	Working Interest - Percentage McMurry	FCCRI	Nerd	Warner
ST WY 93-00554	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	96	5	49.500	36.125	12.375	2.000
ST WY 94-00133	McMurry Oil Co.	04/01/94	Township 29 North, Range 106 West, 6th P.M. Section 20: SW/4 NW/4	40.00	96	422	49.500	36.125	12.375	2.000
ST WY 94-00149	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 36: All	640.00	96	428	24.75	18.0625	6.1875	1.000
ST WY 94-00148	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	96	426	49.500	36.125	12.375	2.000
ST WY 94-00147	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4 SW/4	40.00	96	424	49.500	36.125	12.375	2.000
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2 SE/4 Section 24: E/2 NE/4	160.00	96	295	49.500	36.125	12.375	2.000
WYW-114848	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 NE/4, SW/4	200.00	96	554	49.500	36.125	12.375	2.000
WYW-115608	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1,2,6,7, S/2 NE/4, E/2 SW/4	313.64	96	556	49.500	36.125	12.375	2.000
WYW-120614	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 3, 4, E/2 SW/4	135.68	96	558	49.500	36.125	12.375	2.000
WYW-121398	Ron Dawursk	09/01/90	Township 29 North, Range 109 West, 6th P.M. Section 12: SE/4	160.00	96	560	49.500	36.125	12.375	2.000
John B. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	89	49.500	36.125	12.375	2.000

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page	Working Interest McMurry	FCCRI	Nerd	[redacted]
Anne Case	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	91	49.500	36.125	12.375	2.00
Catherine Canestrini	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	93	49.500	36.125	12.375	2.00
Joseph J. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	95	49.500	36.125	12.375	2.00
Sister Miriam Grace	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	97	49.500	36.125	12.375	2.[redacted]
Bernadette Gosar	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	99	49.500	36.125	12.375	
Margaret Sellyei	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	101	49.500	36.125	12.375	2.00
Grace Mossman	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	103	49.500	36.125	12.375	2.00
WYW-90672	William H. Short, Jr.	01/29/85	Township 28 North, Range 107 West, 6th P.M. Section 4: Lot 1, W/2 SE/4 Section 7: Lots 5, 6, 7, 8, E/2 W/2	412.76	97	362	49.500	36.125	12.375	2.00

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book Page	Working Interest - Percentage McMurry	FCCRI	Merd	Warner
WYW-118148	R. K. O'Connell	11/08/89	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2 NE/4 Section 29: NE/4, SW/4 Section 30: E/2 NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4 Section 32: NE/4, SW/4	1,122.08	97 521	49.500	36.125	12.375	2.00
WYW-131987	Howell R. Spears	03/02/94	Township 30 North, Range 107 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 27: NE/4, SW/4	960.00	97 519	49.500	36.125	12.375	2.00
WYW-102717	Eugene J. Wait, Jr.	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3,4, E/2 SW/4, NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4	642.12	98 423	49.500	36.125	12.375	2.00
WYW-102732	Eugene J. Wait, Jr.	11/18/86	Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4	320.00	98 421	49.500	36.125	12.375	2.00
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4 SW/4	40.00	99 200	49.500	36.125	12.375	2.00
WYW-118162	Liberty Petroleum Corp.	11/06/89	Township 29 North, Range 109 West, 6th P.M. Section 3: SE/4 Section 7: Lots 1,2, SE/4, E/2 NW/4 Section 11: NW/4, SE/4 Section 17: NW/4, SE/4	1,132.93	— —	29.700	21.675	7.425	1.200
WYW-124622	Gregory Klurfeld	06/28/91	Township 29 North, Range 109 West, 6th P.M. Section 3: Lots 3,4, S/2 NW/4 Section 4: Lots 3,4, S/2 NW/4, SE/4 Section 5: Lots 3,4, S/2 NW/4, SE/4 Township 30 North, Range 109 West, 6th P.M. Section 33: S/2 SE/4	874.42	— —	29.700	21.675	7.425	1.200
WYW-127204	Javelina Partners	07/09/92	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 2, SE/4 SE/4	85.24	— —	29.700	21.675	7.425	1.200

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page	Working Interest - McMurry	Working Interest - FCCRI	Working Interest - Nerd	Working Interest - Percentage
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	202	49.500	36.125	12.375	2.00
Joseph A. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	204	49.500	36.125	12.375	2.00
Lois T. Zebre, et vir.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	___	___	49.500	36.125	12.375	2.00
Lois T. Zebre and Robert P. Arambel, Trustees	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	206	49.500	36.125	12.375	2.0[redacted]
Isabell B. Kurtz	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	208	49.500	36.125	12.375	2.00
Christian Bunning and Margaret F. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	210	49.500	36.125	12.375	2.00
Robert and Mary D. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	212	49.500	36.125	12.375	2.00
Esther G. Chessman	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	214	49.500	36.125	12.375	2.00

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EXHIBIT "A" - PART I

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book Page	Working Interest - Percentage McMurry	FCCRI	Nerd	Warner
WYW-133051	McMurry Oil Company	8/01/94	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1,2, S/2 NE/4, SW/4 Section 5: Lots 1,2, S/2 NE/4, SW/4 Section 6: Lots 1,2, S/2 NE/4, SW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4	1279.18	970 457	49.500	36.125	12.735	2.00
WYW-133052	McMurry Oil Comany	8/01/94	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: SW/4	640.00	970 458	49.500	36.125	12.375	2.00
WYW-133071	McMurry Oil Company	8/01/94	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 1, SW/4 SE/4 Section 9: NW/4, SE/4	403.03	970 459	49.500	36.125	12.375	2.00
WYW-133072	McMurry Oil Company	8/01/94	Township 29 North, Range 109 West, 6th P.M. Section 32: SE/4	160.00	970 460	49.500	36.125	12.375	2.00
WYW-133073	McMurry Oil Company	8/01/94	Township 29 North, Range 109 West, 6th P.M. Section 19: Lot 2, NE/4 NW/4, NE/4 SE/4, SW/4 SE/4 Section 34: S/2 NW/4	243.46	970 461	49.500	36.125	12.375	2.00

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EXHIBIT "A" - PART I - SCHEDULE #1

Jonah #3-15
WYW-125945

Township 28 North, Range 108 West, 6th P.M.
Section 15: NW/4
(160 acres, more or less)
(*Surface to base of Mesa Verde Formation)

	(Working Interest Percent)			
	McMurry	FCCRI	NERD	WARNER
BPO	9.9	7.225	2.475	.4
APO	25.74	18.785	6.435	1.04

Section 15: NE/4, S/2
(480 acres, more or less)
(*Surface to base of Mesa Verde Formation)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
25.74	18.785	6.435	1.04

Township 28 North, Range 108 West, 6th P.M.
Section 15: All
(640 acres, more or less)
(*Below base of Mesa Verde)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
49.5	36.125	12.375	2.00

Stud Horse Butte #5-26
WYW-127749

Township 29 North, Range 108 West, 6th P.M.
Section 26: NW/4
(160 acres, more or less)
(*Surface to base of Mesa Verde Formation)

	(Working Interest Percent)			
	McMurry	FCCRI	NERD	WARNER
BPO	9.9	7.225	2.475	.4
APO	25.74	18.785	6.435	1.04

Section 26: NE/4, S/2
(480 acres, more or less)
(*Surface to base of Mesa Verde Formation)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
25.74	18.785	6.435	1.04

Township 29 North, Range 108 West, 6th P.M.
Section 26: All
(*Below base of Mesa Verde)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
49.5	36.125	12.375	2.00

[redacted] [redacted] [redacted]

EXHIBIT "A" - PART I - SCHEDULE #1

Stud Horse Butte #13-27
WYW-102899

Township 29 North, Range 108 West, 6th P.M.
Section 27: SW/4
(160 acres, more or less)
(*Surface to base of Mesa Verde Formation)

	(Working Interest Percent)			
	McMurry	FCCRI	NERD	WARNER
BPO	9.9	7.225	2.475	.4
APO	25.74	18.785	6.435	1.04

Section 27: N/2, SE/4
(480 acres, more or less)
(*Surface to base of Mesa Verde Formation)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
25.74	18.785	6.435	1.04

Township 29 North, Range 108 West, 6th P.M.
Section 27: All
(*Below base of Mesa Verde)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
49.5	36.125	12.375	2.00

Stud Horse Butte #15-28
WYW-125950

Township 29 North, Range 108 West, 6th P.M.
Section 28: SE/4
(160 acres, more or less)
(*Surface to base of Mesa Verde Formation)

	(Working Interest Percent)			
	McMurry	FCCRI	NERD	WARNER
BPO	9.9	7.225	2.475	.4
APO	25.74	18.785	6.435	1.04

Section 28: N/2, SW/4
(480 acres, more or less)
(*Surface to base of Mesa Verde Formation)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
25.74	18.785	6.435	1.04

Township 29 North, Range 108 West, 6th P.M.
Section 28: All
(*Below base of Mesa Verde)

(Working Interest Percent)			
McMurry	FCCRI	NERD	WARNER
49.5	36.125	12.375	2.00

*Base of the Mesa Verde formation shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 Well located in the SW/4 of Section 18, Township 28 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

EXHIBIT "A" - PART II

SUBJECT PROPERTIES
WELL SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Producing Wells -- Sublette County, Wyoming

WELL NAME	TOWNSHIP/RANGE	SECTION	LOCATION	WORKING INTEREST - PERCENTAGE McMURRY	FCCRI	MERD	WARNER
Stud Horse Butte #5-26	29N - 108W	26	NW/4	See Exhibit A, Part I, Schedule 1			
Stud Horse Butte #13-27	29N - 108W	27	SW/4				
Stud Horse Butte #15-28	29N - 108W	28	SE/4				
Jonah #3-15	28N - 108W	15	NW/4				
Jonah #1-5	28N - 108W	5	W2				
Jonah #2-5	28N - 108W	5	E2				
Jonah #1-7	28N - 108W	7	NE/4	17.325	24.01875	8.20625	.7
Jonah #3-7	28N - 108W	7	SW/4				
Jonah #1-6	28N - 108W	6	E2				
Jonah #2-8	28N - 108W	8	NW/4	49.500	36.125	12.375	2.00
Jonah #32-34	29N - 108W	34	NE/4				
Jonah #1-4	28N - 108W	4	W2				
Wardell Federal #1	28N - 108W	9	SE/4				

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EXHIBIT "B"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated effective the 1st day of April, 1996, by and between McMurry, et al. and CoEnergy Rockies, Inc.

Agreements Pertaining to Jonah Field Properties

(a) Jonah Field Development Agreement, Sublette County, Wyoming, dated effective the 1st day of April, 1996, by and between McMurry, et al. and CoEnergy Rockies, Inc.;

(b) Purchase and Sale Agreement effective June 1, 1994, by and between McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward M. Warner ("McMurry, et al.") and Snyder Oil Corporation ("SOCO"), amended effective June 14, 1995;

(c) Farmout Agreement made and entered into June 17, 1994, by and between McMurry, et al. and SOCO;

(d) Area of Mutual Interest Agreement made and entered into June 1, 1994, by and between McMurry, et al. and SOCO;

(e) Gas Gathering Agreement dated as of June 1, 1994 between McMurry Oil Company and SOCO pertaining to the "Subject Properties" as defined in the Purchase and Sale Agreement described in (b) above, amended effective March 31, 1995;

(f) Gas Gathering Agreement between McMurry Oil Company and SOCO attached to the Farmout Agreement described in (c) above, amended effective as of March 31, 1995;

(g) Gas Balancing Agreements between McMurry, et al.and SOCO, attached to the Joint Operating Agreements attached to Purchase and Sale Agreement (b) above and Farmout Agreement (c) above, amended effective October 1, 1994;

(h) Operating Agreement, dated August 25, 1994, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-28-N, R-108-W, Section 28: All, Sublette County, Wyoming;

(i) Operating Agreement, dated September 24, 1994, between McMurry Oil Company (Operator) and Snyder Oil Corporation, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-28-N, R-108-W, Section 15: All, Sublette County, Wyoming;

(j) Operating Agreement, dated March 1, 1995, between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 26: All, Sublette County, Wyoming;

(k) Operating Agreement, dated March 1, 1995, between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering T-29-N, R-108-W, Section 27: All, Sublette County, Wyoming;

(l) Operating Agreement Deep Horizons (below base of Mesa Verde), dated June 1, 1994 between Snyder Oil Corporation (Operator) and McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner (Non-Operators) covering the leases and lands described therein;

(m) Waiver dated March 14, 1996 between McMurry, et al. and SOCO;

(n) Gas Gathering and Processing Agreement between Northwest Pipeline Corporation (now Williams Field Service) and McMurry Oil Company dated July 31, 1992;

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

(p) Letter Agreement dated February 25, 1992, by and between McMurry Oil Company and Presidio Exploration, Inc. regarding Sale of Oil and Gas Interests, Wardell Prospect, Sublette County, Wyoming;

(q) Letter Agreement dated February 10, 1992, by and between McMurry Oil Company and John L. Higgins, III; and Presidio Exploration, Inc. regarding Lease Participation Agreement;

(r) Agreement, Assignment and Bill of Sale dated March 9, 1992 by and between Presidio Exploration, Inc. and McMurry Oil Company and John L. Higgins, III;

(s) Natural Gas Purchase and Sales Agreement, dated as of the 1st day of January, 1996 by and between McMurry Oil Company and FMC Corporation;

(t) Operating Agreement dated December 21, 1992, by and between McMurry Oil Company (Operator) and Doris M. McMurry, J.J. Meir, Dean J. Geist, Joe J. Wenzel, Curtis Rochelle, Marian H. Rochelle, Louise A. Leeman by Marian H. Rochelle POA, F&H Investment, and Vernon Rissher (Non-Operators); and Farmout Agreement attached thereto as Exhibit "H".

(u) Farmout Agreement dated July 22, 1974 between Rainbow Resources, Inc., Oil and Gas Futures, Inc. of Texas, Terra Resources, Inc., Petroleum Resources Company, Greenbrier Limited, Inc., Pinedale Corporation and Davis Oil Company.

(v) Indemnification Agreement dated April 25, 1996 between McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner; and Co-Energy Rockies, Inc.

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-133051

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Fort Collins Consolidated Royalties, Inc. (36.125%)
   Street P O Box 1363
   City, State, ZIP Code Cheyenne, Wyoming 82003

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R107W, 6th PM Section 4: Lots 1 (39.66), 2(39.7); S/2NE/4,SW/4 5: Lots 1 (39.83), 2(39.9); S/2NE/4,SW/4 6: Lots 1 (40.05), 2(40.04); S/2NE/4,SW/4	100	50.5	49.5	2%	of record
T30N-R107W, 6th PM Section 33: NE/4,SW/4		(36.125) (12.375) (2.0)	Fort Collins Consolidated Nerd Enterprises, Inc. Edward M. Warner		

256964

RECORDED May 1 1996 950AM
IN BOOK 103 046 PAGE 334
FEES $12.00 Tracy L Lankford COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracy 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 for attached land description

Assignment approved effective _____

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

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

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

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Nerd Enterprises, Inc. (12.375%)

Edward M. Warner (2.0%)

[redacted]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 19th day of April, 1996

Name of Assignor as shown on current lease: McMurry Oil Company
Please type or print

Assignor [signature] PRESIDENT
or (Signature)
Attorney-in-fact _____
(Signature)

P O Box 220
(Assignor's Address)

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

Executed this 24th day of April, 1996

Fort Collins Consolidated Royalties, Inc.

Assignee [signature] Exec V.P.
or (Signature)
Attorney-in-fact _____
(Signature)

Nerd Enterprises, Inc.
Mickey McMurry President
Edward M. Warner

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, (W[illegible]), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. Government Printing Office: 1991 — 573-016/28062

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19th
of APRIL, 1996, by JOHN W. MARTIN, PRESIDENT
of McMURRAY OIL COMPANY.
WITNESS my hand and official seal.

James W. Curry
Notary Public

(SEAL)
My commission Expires: JAN. 23, 1999

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th
of APRIL, 1996, by MICK McMURRY, PRESIDENT
of MERO ENTERPRISES, INC.
WITNESS my hand and official seal.

James W. Curry
Notary Public

(SEAL)
My commission Expires: Jan. 23, 1999

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

NOTARY ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 25th
of APRIL, 1996, by William R. Weeks
of Fort Collins Consolidated Royalties, Inc.
WITNESS my hand and official seal.

Kay A. Risner
Notary Public

(SEAL)
My commission expires: October 5, 1998

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-133052

Lease Effective Date (Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Fort Collins Consolidated Royalties, Inc. (36.125%)
Street P O Box 1363
City, State, ZIP Code Cheyenne, Wyoming 82003

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T30N-R107W, 6th PM Section 17: SW/4 28: NE/4,SW/4 34: SW/4	100	50.5 (36.125) (12.375) (2.0)	49.5 Fort Collins Consolidated Nerd Enterprises, Inc. Edward M. Warner	4%	none

256965

RECORDED May 1 1996 9:50 AM
BOOK 103 O+G PAGE 338
FEES $ 12.00 Tracy L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hover

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

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Nerd Enterprises, Inc. (12.375%)

Edward M. Warner (2.0%)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 19th day of April, 1996

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor [signature]
or
Attorney-in-fact PRESIDENT (Signature)

P O Box 220
(Assignor's Address)

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

Executed this 24th day of April, 1996

Fort Collins Consolidated Royalties, Inc.

Assignee [signature] EXEC V.P.
or
Attorney-in-fact (Signature)

Nerd Enterprises, Inc.
[signature] Mickey McMurry President
[signature]
Edward M. Warner

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 — 573-016/28082

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19th of APRIL, 1996, by JOHN W. MARTIN, PRESIDENT of McMurry Oil Company.

WITNESS my hand and official seal.

James W. Curry
Notary Public

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

(SEAL)
My commission Expires: JAN. 23, 1999

NOTARY ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 24th of APRIL, 1996, by MACK MC MURRY, PRESIDENT of MAC ENTERPRISES, INC.

WITNESS my hand and official seal.

James W. Curry
Notary Public

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

(SEAL)
My commission Expires: Jan. 23, 1999

NOTARY ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 25th of April, 1996, by William R. Weeks of Fort Collins Consolidated Royalties, Inc.

WITNESS my hand and official seal.

Kay A. Kines
Notary Public

(SEAL)
My commission expires: October 5, 1998

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-133071

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Fort Collins Consolidated Royalties, Inc. (36.125%)
   Street P O Box 1363
   City, State, ZIP Code Cheyenne, Wyoming 82003

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T28N-R109W, 6th PM					
Section 4: Lot 1 (43.03)SW/4SE/4	100	50.5	49.5	4%	none
9: NW/4,SE/4					
		(36.125)	Fort Collins Consolidated		
		(12.375)	Nerd Enterprises, Inc.		
		(2.0)	Edward M. Warner		

256966

RECORDED May 1 1996 9:50 AM
IN BOOK 103 O+G PAGE 342
FEES $ 12.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
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 for attached land description

Assignment approved effective _____

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

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

342

needed.

343

Nerd Enterprises, Inc. (12.375%)

Edward M. Warner (2.0 %)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 19th day of April, 1996

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

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

P O Box 220
(Assignor's Address)

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

Executed this 24th day of April, 1996

Fort Collins Consolidated Royalties, Inc.

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

Nerd Enterprises, Inc.
_____
_____
Edward M. Warner

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

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

*U.S. Government Printing Office: 1991 — 573-016/26062

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19th of April, 1996, by John W. Martin, President of McMurray Oil Company.

WITNESS my hand and official seal.

James W. Curry

JAMES W. CURRY Notary Public
County of NATRONA (SEAL) State of Wyoming
My commission Expires JAN.23 1999

Notary Public

My commission expires: Jan. 23, 1999

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th of April, 1996, by Mick McMurry, President of Nero Enterprises, Inc.

WITNESS my hand and official seal.

James W. Curry

Notary Public

JAMES W. CURRY Notary Public
County of NATRONA (SEAL) State of Wyoming
My commission Expires JAN.23 1999

My commission expires: Jan. 23, 1999

NOTARY ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 25th of April, 1996, by William R Weeks of Fort Collins Consolidated Royalties, Inc.

WITNESS my hand and official seal.

Kay A. Kisner

Notary Public

(SEAL)

My commission expires: October 5, 1998

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-133072

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Fort Collins Consolidated Royalties, Inc. (36.125%)
   Street P O Box 1363
   City, State, ZIP Code Cheyenne, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R109W, 6th PM Section 32: SE/4	100	50.5 (36.125) Fort Collins Consolidated (12.375) Nerd Enterprises, Inc. (2.0) Edward M. Warner	49.5	4%	none

256967

RECORDED May 1 1996 9:50 AM
IN BOOK 103 046 PAGE 346
FEES $ 12.00 May L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Horner

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)

346

needed.

347

Nerd Enterprises, Inc. (12.375%)

Edward M. Warner (2.0 %)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 19th day of April, 19 96

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor [signature]
or
Attorney-in-fact PRESIDENT
(Signature)

P O Box 220
(Assignor's Address)

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

Executed this 24th day of April, 19 96

Assignee Fort Collins Consolidated Royalties, Inc.
[signature] Exec V.P.
or
Attorney-in-fact
(Signature)

Nerd Enterprises, Inc.
(Signature)

Mickey McMurry President
Edward M. Warner

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

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

*U.S. Government Printing Office: 1991 — 573-016/20062

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19th
of APRIL, 1996, by JOHN W. MARTIN, PRESIDENT
of McMURRY OIL COMPANY.
WITNESS my hand and official seal.

James W. Curry
Notary Public

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

(SEAL)
My commission Expires: JAN. 23, 1999

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th
of APRIL, 1996, by MICK McMURRY, PRESIDENT
of NERO ENTERPRISES, INC.
WITNESS my hand and official seal.

James W. Curry
Notary Public

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

(SEAL)
My commission Expires: Jan. 23, 1999

NOTARY ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 25th
of April, 1996, by William R. Weeks
of Fort Collins Consolidated Royalties Inc.
WITNESS my hand and official seal.

Kay W. Lesnes
Notary Public

(SEAL)
My commission expires: October 5, 1998

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

Form 3000-3
(March 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-133073

Lease Effective Date (Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Fort Collins Consolidated Royalties, Inc. (36.125%)
   Street P O Box 1363
   City, State, ZIP Code Cheyenne, Wyoming 82003

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T29N-R109W, 6th PM Section 19: NE/4NW/4, Lot 2(43.46) NE/4SE/4,SW/4SE/4 34: S/2NW/4	100	50.5 (36.125) (12.375) (2.0)	49.5 Fort Collins Consolidated Nerd Enterprises, Inc. Edward M. Warner	4%	none

256968

RECORDED May 1 1996 9:20 AM
IN BOOK 103 0+6 PAGE 350
FEES 12.00 May L Lankford COUNTY CLERK
DUBLE COUNTY, PINEDALE WYOMING
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 for attached land description

Assignment approved effective _____

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

By _____ _____
(Authorized Officer)

350

needed.

351

Nerd Enterprises, Inc. (12.375%)

Edward M. Warner (2.0 %)

Description of Land Description in Item No. 2, if

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 11th day of April, 19 96

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor _____ (Signature)
PRESIDENT

or

Attorney-in-fact _____ (Signature)

P O Box 220
(Assignor's Address)

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

Executed this 24th day of April, 1996

Fort Collins Consolidated Royalties, Inc.

Assignee _____ (Signature)
Exec V.P.

or

Attorney-in-fact _____ (Signature)

Nerd Enterprises, Inc.

Mickey McMurry President

Edward M. Warner

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

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

*U.S. Government Printing Office: 1991 — 573-016/26062

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 19th of APRIL, 1996, by JOHN W. MARTIN, PRESIDENT of McMURRY OIL COMPANY.

WITNESS my hand and official seal.

James W Curry
Notary Public

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

My commission Expires: JAN. 23, 1999

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th of APRIL, 1996, by MICK McMURRY, PRESIDENT of MERV ENTERPRISES, INC.

WITNESS my hand and official seal.

James W Curry
Notary Public

JAMES W. CURRY Notary Public
(SEAL) County of NATRONA State of Wyoming
My Commission Expires:
My commission Expires JAN.23 1999

Jan. 23, 1999

NOTARY ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 25th of April, 1996, by William R. Weeks of Fort Collins Consolidated Royalties, Inc.

WITNESS my hand and official seal.

Kay A. Kisner
Notary Public

(SEAL)

My commission expires: October 5, 1998

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 25th day of April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Kay A. Kesner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

RECORDED May 1 1996 3:40P M
IN BOOK 103 O&G PAGE 354
FEES $ 12.50 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Tracey L. Hoover

256973

PARTIAL RELEASE

THIS PARTIAL RELEASE dated as of March 26, 1996, is from NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), with an address of 1740 Broadway, Denver, Colorado 80274-8699, to MCMURRY OIL COMPANY, a Wyoming corporation ("Mortgagor"), Tax ID No. 83-0260973, with an address of Box 220, Casper, Wyoming 82602.

RECITALS

A. Mortgagor executed and delivered to Norwest Bank Wyoming, National Association ("Norwest Wyoming"), a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of October 1, 1993 (the "Original 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 Original Mortgage was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	11/23/93	95 O&G	441 (or 441A)

B. Norwest Wyoming executed and delivered to Secured Party, an Assignment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of October 31, 1995 (the "Assignment"), 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 Assignment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	12/11/95	102 O&G	642

C. Mortgagor and Secured Party desire that, in connection with a sale to be made by Mortgagor to a third party, the Original Mortgage, as assigned pursuant to the Assignment (the "Mortgage"), and the Financing Statement filed in Sublette County, Wyoming, on February 25, 1994, in Book 96 O&G at Page 235, and under File Number U28775 (the "Sublette Financing Statement"), be partially released INSOFAR AND ONLY INSOFAR as they cover that portion of Mortgagor's present right, title and interest described in Exhibit A (the "Released Interest") in and to the property described in Exhibit A (the "Land"), which Land is located in Sublette County, Wyoming, together with the wells located on the Land, including without limitation those described in Exhibit A, the accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other items described in the definition of "Collateral" contained in the Mortgage, INSOFAR AND ONLY INSOFAR as any of such "Collateral" relates to the Released Interest.

D. Mortgagor and Secured Party desire that the Mortgage and the Sublette Financing Statement, continue to cover the balance of Mortgagor's present right, title and interest (the "Retained Interest") in and to the Land, together with the wells located on the Land, including without limitation those described in Exhibit A, the accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other items described in the definition of "Collateral" contained in the Mortgage.

PARTIAL RELEASE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby remise, release and forever quitclaim to Mortgagor, its successors and assigns, all of the right, title and interest which Secured Party may have under the Mortgage and under the Sublette Financing Statement, in and to the Released Interest, together with the wells located on the Land, including without limitation those described in Exhibit A, the accounts, general intangibles, instruments, inventory, contract rights, equipment, proceeds and other items described in the definition of "Collateral" contained in the Mortgage, INSOFAR AND ONLY INSOFAR as any of such "Collateral" relates to the Released Interest. Except as specifically released hereby, the Mortgage and the Sublette Financing Statement, shall remain in full force and effect and shall continue to cover the Retained Interest and Mortgagor's interest in any and all other properties described in the Mortgage.

EXECUTED as of the date first above written.

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

By: _____
Vice President

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

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by Thomas M Fonciannon as Vice President of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.

Witness my hand and official seal.

(SEAL) MARY A. ANDERSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

My commission expires: My Commission expires August 30, 1997

Mary A. Anderson
Notary Public
Norwest Bank Denver, N.A.
1740 Broadway
Denver, CO 80274-8699

EXHIBIT A

SUBLETTE COUNTY, WYOMING

The Land:

T. 28 N., R. 108 W.

Section 2: All;
Section 3: All;
Section 4: All;
Section 5: All;
Section 6: All;
Section 7: All;
Section 8: All;
Section 9: All;
Section 10: All;
Section 11: All;
Section 18: All.

T. 29 N., R. 108 W.

Section 32: All;
Section 33: All;
Section 34: All;
Section 35: All.

Wells Located on the Land:

Jonah Federal #1-5, #1-6, #1-7
Jonah Federal #2-8
Wardell Federal #1
Federal #1-4
Federal #32-34

The Released Interest:

This Partial Release is intended to cover only those portions of Mortgagor's working interests and net revenue interests in and to the property described above that are being conveyed by Mortgagor to CoEnergy Rockies, Inc. pursuant to the Conveyance, Assignment and Bill of Sale, effective as of April 1, 1996, from Mortgagor to CoEnergy Rockies, Inc., a copy of which is being filed for recording in the official records of Sublette County, Wyoming approximately contemporaneously with the filing for recording of this Partial Release. Mortgagor's remaining working interests and net revenue interests in said property are intended to continue to be subject to the Mortgage.

6872
PROD 88
(1994)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 15th day of December, 19 95, between
Charles Goodman, Jr.
5140 Chinook Way
Murray, UT 84107
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):

256977
May 1, 1996 4:20 PM
Book 103 O & G, Pg 357
Fee: $10.00
Mary L Lankford
By: Tracey L Hoosee

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 _____

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 [redacted] oil 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 Charles Goodman

Charles Goodman, Jr.

ACKNOWLEDGEMENTS

INDIVIDUAL
(For use in all states)

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

On this 10th day of February, 19 96, before me, the undersigned Notary Public in and for said county and state, personally appeared Charles Goodman, Jr.
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 5/10/96

Michelle L. Baughn
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, 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 September 22, 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: Charles R Goodman

Charles Goodman, Jr.

256998

RECORDED May 3, 1996 12:05pM
IN BOOK 103 of 6 PAGE 360
FEES $ 38.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNMENT OF BONUSES, RENTALS AND ROYALTIES

-OIL, GAS AND MINERALS-

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS HIGH MOUNTAIN RANCHES, INC., a Wyoming corporation of 150 Glover Avenue, Norwalk, Connecticut 06856, hereinafter called the "Owner", have executed a Note to the METROPOLITAN LIFE INSURANCE COMPANY, of One Madison Avenue, New York, New York, hereinafter called the "Company", in the amount of FIVE MILLION dollars ($5,000,000.00), dated April 8, 1996, secured by a Mortgage of the same date covering the following described premises located in Sublette County, Wyoming:

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

AND, WHEREAS, said premises are now leased for oil, gas and mineral development, or are about to be so leased, and the Owner desires to assign to the Company all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s), with the right at its option to demand and receive the same at any time and apply same on said Note and Mortgage and for taxes, insurance and repairs.

NOW, THEREFORE, in consideration of the premises and the sum of $1.00, receipt of which is hereby acknowledged, the Owner assigns to the Company all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s) and under all future oil, gas and mineral leases made during the term of the mortgage with the right at its option to demand and receive the same at any time, and apply the same on said Note and Mortgage and for taxes, insurance and repairs.

PROVIDED, HOWEVER, that all bonuses, delay rentals and royalties and other benefits accruing under any and all oil, gas and mineral leases are to be paid to the Owner unless and until the Company gives written notice of a default by the Owner under the terms of the Mortgage or the Note secured thereby. Once such written notice has been given by the Company, the Company shall be entitled to receive any and all such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Owner.

The word "Mortgage" as used in this assignment shall be construed to include Deed of Trust. The word "Owner" shall be construed to mean the person, or persons, who execute this assignment as owner, whether one or more, and also the heirs, devisees, personal representatives, successors and assigns of the Owner. The word "Company" shall be construed to include the successors and assigns of the Company.

This assignment is to remain in force during the term of said Note and Mortgage, and any renewal or extension thereof, and is to terminate and become null and void upon the release of said mortgage.

Rlsd. Bk 23 Rel. pg. 408 1-13-04
pt1. Rel. Bk 18 pg. 294 11/25/96 X60

IN WITNESS WHEREOF, the Owner has signed this instrument this 8th day of April, 1996.

HIGH MOUNTAIN RANCHES, INC.,
a Wyoming corporation

By _____
Leon C. Hirsch
President

By _____
Turi Hirsch a/k/a Turi Josefsen
Secretary

STATE OF CT)
) SS
COUNTY OF Fairfield)

On this 8 day of April, 1996, before me, the undersigned, a Notary Public for the State of Conn, personally appeared Leon C. Hirsch, known to me to be the President of High Mountain Ranches, Inc., a Corporation, who executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

_____
Notary Public in and for the
State of CT
Residing at _____
My commission expires _____

SCOTT P. PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

STATE OF CT)
) SS
COUNTY OF Fairfield)

On this 8 day of April, 1996, before me, the undersigned, a Notary Public for the State of Conn, personally appeared Turi Hirsch a/k/a Turi Josefsen, known to me to be the Secretary of High Mountain Ranches, Inc., a Corporation, who executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

_____
Notary Public in and for the
State of CT
Residing at _____
My commission expires _____

SCOTT P. PISKIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

[redacted] [redacted] [redacted]

EXHIBIT "A"

Parcel #1:

TOWNSHIP 33 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 20:	S½S½
Section 21:	S½NE¼, SE¼NW¼, NE¼SW¼, SE¼
Section 22:	SW¼, SW¼SE¼
Section 27:	N½NW¼
Section 28:	N½N½
Section 29:	N½N½

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3:	SW¼SW¼
Section 4:	Lots 3, 4, S½NW¼, S½
Section 5:	Lots 1, 2, 3 and 4, S½N½, S½ (ALL of Section)
Section 6:	Lots 1, 2, 3, 4, 5, 6 and 7, S½NE¼, SE¼NW¼, SE¼, E½SW¼ (ALL of Section)
Section 7:	Lot 1 (or NW¼NW¼), NE¼, E½NW¼, N½SE¼, NE¼SW¼
Section 8:	N½, N½S½, SE¼SE¼
Section 9:	ALL of Section
Section 10:	S½NE¼, NW¼, S½ **EXCEPTING THEREFROM** that part of the S½NE¼ of Section 10, Township 33 North, Range 113 West, Sublette County, Wyoming, described as follows: Beginning at a point on the north line of the said S½NE¼ S.89°54'W., 18.5 feet from the northeast corner of the SE¼NE¼ of said Section 10 where is found a quartzite stone 18" x 10"x8" marked 1/16 on W, ss on E with mound of stone to W; thence continuing S.89°54'W., 1746.7 feet along the said north line to a point under a fence; thence S.39°25'E., 604.5 feet along the existing fence to a fence corner; thence N.74°33'E., 1412.5 feet along the existing fence to a fence corner; thence N.00°54'E., 93.8 feet along the existing fence to the point of beginning.
Section 14:	W½W½
Section 15:	ALL of Section
Section 17:	E½NE¼
Section 24:	SW¼NW¼, N½SW¼, SE¼ and a tract of land located in the S½SW¼ of Section 24, Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the Northeast corner of the S½SW¼ of said Section 24, thence S.00°03'55"E., along the east line of the S½SW¼, a distance of 849.77 feet, to a point on the centerline of Sublette County Road No. 23-117; thence, N.71°38'55"W., along the centerline of said road, a distance of 2453.89 feet; thence, N.58°18'55"W., continuing along the centerline of said road, a distance of 209.11 feet, to a point on the north line of the S½SW¼; thence, S.89°15'12"E., along the north line of the S½SW¼, a distance of 2506.29 feet, to the northeast corner of the S½SW¼, the point of beginning.

EXCEPTING THEREFROM a tract of land located in the SW¼SE¼ of Section 24, Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of the SW¼SE¼ of said Section 24, thence, N.00°03'55"W., along the west line of the SW¼SE¼, a distance of 472.01 feet, to a point on the centerline of Sublette County Road No. 23-117; thence S.71°38'55"E., along the centerline of said road, a distance of 1122.61 feet; thence S.66°44'55"E., continuing along the centerline of said road, a distance of 281.51 feet, to a point on the east line of the SW¼SE¼; thence, S.00°01'57"E., along the east line of the SW¼SE¼, a distance of 22.48 feet, to the southeast corner of the SW¼SE¼; thence, N.89°20'55"W., along the south line of the SW¼SE¼, a distance of 1323.72 feet, to the southwest corner of the SW¼SE¼, the point of beginning.

OWNSHIP 33 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1:	Lots, 1, 2, 3, 4, S½N½, S½ (ALL of Section)
Section 12:	NE¼, N½NW¼, SW¼NW¼

EXHIBIT "A"

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 17:	ALL of Section
Section 18:	Lots 1, 2, 3 and 4, E½, E½W½ (ALL of Section)
Section 19:	Lots 1, 2, 3 and 4, E½, E½W½ (ALL of Section)
Section 20:	ALL of Section
Section 21:	ALL of Section
Section 22:	W½
Section 29:	W½, SW¼NE¼, W½SE¼
Section 30:	Lots 1, 2, 3 and 4, E½, E½W½ (ALL of Section)
Section 31:	Lots 1, 2, 3 and 4, E½, E½W½ (ALL of Section)
Section 32:	ALL of Section
Section 33:	SW¼.

TOWNSHIP 34 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 24:	ALL of Section
Section 25:	ALL of Section
Section 26:	ALL of Section
Section 35:	ALL of Section

Parcel #2:

TOWNSHIP 33 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 17:	All
Section 18:	Lots 3 and 4, NE¼NE¼, S½NE¼, SE¼, SE¼SW¼
Section 19:	Lots 1 and 2, E½NW¼, N½SE¼, NE¼
Section 20:	NE¼, N½NW¼, SE¼NW¼, NE¼SE¼
Section 21:	W½NW¼, NW¼SW¼

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 2:	S½SW¼, NW¼SW¼;
Section 3:	Lots 3, 4, S½NW¼, SE¼, E½SW¼, NW¼SW¼
Section 4:	Lots 1, 2, S½NE¼
Section 8:	SW¼SW¼
Section 10:	N½NE¼ AND A TRACT OF LAND located in the S½NE¼ described as follows: Beginning at a point on the north line of the said S½NE¼ S.89°54'W., 18.5 feet from the northeast corner of the SE¼NE¼ of said Section 10 where is found a quartzite stone 18"x10"x8" marked 1/16 on W, SS on E with mound of stone to W; thence continuing S.89°54'W., 1746.7 feet along the said north line to a point under a fence; thence S.39°25'E., 604.5 feet along the existing fence to a fence corner; thence N.74°33'E., 1412.5 feet along the existing fence to a fence corner; thence N.00°54'E., 93.8 feet along the existing fence to the point of beginning;
Section 11:	All
Section 12:	S½S½, NW¼SW¼, SW¼NW¼;
Section 13:	N½, SE¼, E½SW¼;
Section 14:	E½NE¼ AND that part of the NW¼NE¼ described as follows: Beginning at the northeast corner of said NW¼NE¼; thence, S.89°28.5'W., 1239.33 feet along the north line of said NW¼NE¼ to a corner N.89°28.5'E., 80.00 feet from the northwest corner of said NW¼NE¼; thence continuing S.89°28.5'W., 2.30 feet along said north line to a point under an existing 5-wire, barbed wire fence; thence coursing the said fence as follows: thence S.18°16.4'W., 9.02 feet to a point; thence S.85°10.1'E., 59.13 feet to a point; thence S.86°30.2'E., 222.13 feet to a point; thence S.82°58.5'E., 112.40 feet to a point; thence S.86°22.3'E., 612.29 feet to a point; thence S.54°48.1'E., 295 feet, more or less, to an intersection with the east line of said NW¼NE¼ and leave said fence; thence N.00°01.0'W., 261 feet, more or less, along said east line to the corner of beginning;
Section 17:	NW¼, S½;
Section 19:	Lots 1, 2, 3 and 4, E½, E½W½ (All of Section);
Section 20:	N½NW¼, SW¼NW¼;
Section 24:	NE¼, E½NW¼.

EXHIBIT "A"

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 27:	W½
Section 28:	All
Section 29:	E½E½, NW¼NE¼
Section 33:	E½, NW¼
Section 34:	W½

The party of the first part hereby further mortgages, assigns and transfers to the party of the second part all rights, title and interest in and under the following described water rights:

APPROPRIATION DATE	SOURCE/WATER RIGHTS DITCH	CERTIFICATE/PERMIT NUMBER
6-06-1908	N. Cottonwood	8572 (12214)
11-19-1913	N. Cottonwood	1213 (14533)
11-19-1913	S. Horse Creek	2906 (14534) Enlargement
11-19-1913	N. Cottonwood (Last Chance)	12173 (14535)
11-19-1913	Cottonwood Cr. (Last Chance)	2879 (15907) Enlargement
12-09-1909	Cottonwood Cr. (Last Chance)	9491 (15908)
5-26-1916	N. Cottonwood (Last Chance)	3641 (17705) Enlargement
5-26-1916	Killpecker Cr. (Woodmansee)	3641 (17705) Enlargement
5-26-1916	N. Cottonwood (Lindback)	3641 (17706) Enlargement
7-06-1915	N. Cottonwood (Lindback)	13326 (17242)
8-29-1914	N. Cottonwood (Lindback)	42
8-28-1914	Killpecker Cr. (Soap Hole)	42
10-8-1913	Killpecker Cr. (Soap Hole)	39
9-01-1903	N. Cottonwood (Mariety Canal)	1181 E
0-30-1903	N. Cottonwood (Mariety Canal)	1181 E
0-30-1903	Spring Creek (Mariety Canal)**	1181 E
0-30-1903	Spring Creek (Mariety Canal)**	1181 E
0-15-1906	South Horse Creek	7460
1-13-1906	South Horse Creek	7604
1-13-1906	South Horse Creek	7604
1-13-1906	South Horse Creek	7604
21-1916	South Horse Creek	14346
21-1916	South Horse Creek	14346
26-1952	South Horse Creek	21130
26-1952	South Horse Creek	21130
26-1952	South Horse Creek	21131
26-1952	South Horse Creek	21131
17-1906	South Horse Creek	20
17-1906	South Horse Creek	20
17-1906	South Horse Creek	20
17-1906	South Horse Creek	20
17-1906	South Horse Creek	20
16-1907	South Horse Creek	26
16-1907	South Horse Creek	26
30-1917	South Horse Creek	39
30-1917	South Horse Creek	39
12-1922	South Horse Creek	42
29-1924	South Horse Creek	44
29-1924	South Horse Creek	44
29-1924	South Horse Creek	44
15-1927	South Horse Creek (Pennsylvania Ditch)	46
08-1913	North Fork Spring Creek (Conner Ditch No. 2)	12092
8-1917	North Fork Spring Creek (Conner Ditch No. 2)	14590
8-1917	Middle Fork Spring Creek (Conner Ditch No. 1)	14590
8-1917	Middle Fork Spring Creek (Conner Ditch No. 1)	14589
1-1915	South Fork Horse Creek (Allen Ditch No. 2)	14589
30-1913	South Fork Horse Creek (Allen Ditch)	13170
08-1913	South Fork Horse Creek (Pennsylvania Ditch)	12102
		12092

ermit # 21131 are supplemental supplies to permit # 21130

QUITCLAIM DEED, ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, THAT MULLINNIX AND COMPANY, A WYOMING LIMITED PARTNERSHIP, OF 3240 SOUTH COFFMAN AVENUE, CASPER, WY 82604 ("GRANTOR"), FOR AND IN CONSIDERATION OF TEN DOLLARS ($10.00), IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, HEREBY CONVEYS, ASSIGNS, TRANSFERS, RELEASES AND QUITCLAIMS UNTO THE PARTY HEREINBELOW NAMED, "GRANTEE", EFFECTIVE JANUARY 1, 1996, ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE REAL PROPERTIES, MINERAL RIGHTS, ROYALTIES AND OVERRIDING ROYALTIES, LEASEHOLDS, OPERATING RIGHTS OR INTERESTS THEREIN, AND EQUIPMENT APPURTENANT THERETO, OR ANY OTHER INTERESTS OF ANY NATURE OR KIND WHATSOEVER DESCRIBED ON EXHIBITS "A" THROUGH "L" ATTACHED HERETO.

MULLINNIX LLC, GRANTEE
3240 SO. COFFMAN AVE.
CASPER, WY 82604

THIS QUITCLAIM DEED IS HEREBY EXECUTED BY JOHNY W. MULLINNIX, GENERAL PARTNER OF MULLINNIX AND COMPANY, FOR HIMSELF, AND FOR AND IN BEHALF OF MULLINNIX INVESTMENTS, THE ONLY LIMITED PARTNER OF SAID PARTNERSHIP, AND WHO, TOGETHER, OWN A CUMULATIVE TOTAL OF 100% OF ALL THE RIGHT, TITLE AND INTEREST OF MULLINNIX AND COMPANY IN AND TO SAID PROPERTIES AND INTERESTS DESCRIBED ON EXHIBITS "A" THROUGH "L" HERETO. NEITHER MULLINNIX AND COMPANY, OR THE GENERAL PARTNER THEREOF, MAKE ANY WARRANTIES OF TITLE OR REPRESENTATIONS AS TO THE CONDITION OR MERCHANTABILITY OF ANY EQUIPMENT APPURTENANT TO THE PROPERTIES, AND INTERESTS DESCRIBED IN EXHIBITS "A" THROUGH "L" HERETO, OR ANY OTHER WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE WHATSOEVER.

257004

1 OF 2

RECORDED May 3, 1996 1:20 PM
IN BOOK 103 O+G PAGE 365
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXECUTED THIS 26th DAY OF ~~May~~ April, 1996.

GENERAL PARTNER:

JOHNY W. MULLINNIX

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED, SWORN AND SUBSCRIBED BEFORE ME THIS 29 DAY OF April, 1996 BY JOHNY W. MULLINNIX.

WITNESS MY HAND AND OFFICIAL SEAL.

Deborah A. Johnson - Notary Public
County of
Natrona
State Of
Wyoming
My Commission Expires

NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/19/99

EXHIBIT "K"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN QUITCLAIM DEED, ASSIGNMENT, BILL OF SALE,
AND CONVEYANCE FROM MULLINNIX AND COMPANY, GRANTOR,
A WYOMING LIMITED PARTNERSHIP, BEARING EFFECTIVE DATE OF
JANUARY 1, 1996, TO MULLINNIX LLC OF 3240 SO. COFFMAN AVE.,
CASPER, WYOMING 82604.

TOWNSHIP 37 NORTH, RANGE 113 WEST, 6TH P. M., SUBLETTE COUNTY, WYOMING
TRACT 1: SECTION 26: SE/4SW/4, SW/4SE/4
SECTION 35: NE/4/W/4, NW/4NE/4
TRACT 2: SECTION 10: NW/4
TRACT 3: SECTION 14: SW/4SE/4, SE/4SW/4
SECTION 23: NE/4NW/R, EXCEPTING THE RIGHT-OF-WAY OF U.S. HIGHWAY 187-189 AS IT CROSSES SUBJECT PROPERTY.
TRACT 4: SECTION 23: S/2NE/4, SE/4
SECTION 26: N/2NE/4 EXCEPTING THE RIGHT-OF-WAY FOR U.S. HIGHWAY 187-189 AS IT CROSSES SUBJECT PROPERTY, AND ALSO EXCEPTING THAT PORTION OF THE S/2NE/4, N/2SE/4 OF SECTION 23, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH 1/16TH LINE OF SAID SECTION 23 WHICH POINT LIES WESTERLY A DISTANCE OF 952.6 FEET FROM THE EAST LINE OF SAID SEC. 23; THENCE WESTERLY ALONG SAID NORTH 1/16TH LINE TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 189 WITH SAID NORTH 1/16TH LINE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 189,TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE WHICH LIES 1006.7 FEET NORTH WESTERLY FROM THE EAST LINE OF SAID SEC. 23; THENCE IN A NORTHERLY DIRECTION, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SEC. 23 DISTANCE OF 1668.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 5: SECTION 23: ALL OF THE NW/4NE/4 OF SEC. 23, AND A TRACT OF LAND SITUATED IN THE S/2N/2 AND N/2SE/4 OF SAID SEC. 23, THE SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH 1/16TH LINE OF SAID SEC. 23 WHICH POINT LIES WESTERLY A DISTANCE OF 952.6 FEET FROM THE EAST LINE OF SAID SEC. 23; THENCE WESTERLY ALONG SAID NORTH 1/16TH LINE TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY 189 WITH SAID NORTH 1/16TH LINE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 189, TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE WHICH LIES 1006.7 FEET NORTHWESTERLY FROM THE EAST LINE OF SAID SEC. 23; THENCE IN A NORTHERLY DIRECTION, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SEC. 23 A DISTANCE OF 1668.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

[redacted] [redacted] [redacted]

WELL NAME: **FOGARTY CREEK UNIT PA/A & PA/B**

COUNTY OF **SUBLETTE**

STATE OF **WYOMING**

257044

RECORDED May 7, 1996 9:40 AM
IN BOOK 103 Misc PAGE 368
FEES $12.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE AND CONVEYANCE (the "ASSIGNMENT"), dated April 19, 1996, but effective as of May 1, 1996 at 7:00 a.m., local time (the "effective Date") is from Intoil , Inc., a Delaware Corporation, P. O. Box 3438, Englewood, CO 80155-3438 (hereinafter referred to as "Assignor"), to Dusty Sanderson
6405 Kingsbury
Amarillo, TX 79101
(hereinafter referred to as "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 assigns; grants, bargains, sells and conveys to Assignee all of Assignor's right, title and interest in and to the "Oil and Gas Lease(s)" as described in Exhibit "A", hereto INSOFAR AND ONLY INSOFAR as the Oil and Gas Lease(s) cover the lands identified on Exhibit "A" hereto, together with all the fixtures, equipment and personal property located thereon, appurtenant thereto and used or obtained in connection therewith (sometimes hereinafter referred to as the "Subject Lands).

To the extent of the interest assigned hereunder: (1) all of the oil, gas and other minerals produced and saved after the Effective Date from or attributable to the Subject Land(s), and the proceeds therefrom, shall be owned by Assignee; (2) all the oil, gas and other minerals produced and saved from or attributable to the Subject Lands prior to the Effective Date, and the proceeds therefrom, shall be owned by Assignor; (3) all of the costs and expenses incurred before the Effective Date in the development, operation and maintenance shall be borne and paid by Assignor; (4) all of the costs and expenses incurred after the Effective Date in the development, operation or maintenance shall be borne and paid by the Assignee.

This Assignment and Bill of Sale is subject to the provisions of the oil and gas leases affecting the Subject Lands and the assignments thereof and any and all agreements, farmin and farmout agreements, exploration agreements, gas contracts, orders of governmental authority, easements, rights-of-way, licenses and other instruments or agreements relating to or affecting Assignor's interest in the Oil and Gas Lease(s) and/or the Subject Lands as of the Effective Date.

From and after the Effective Date, Assignee shall assume full responsibility for the Oil and Gas Lease(s) assigned hereunder and the Subject Lands and shall indemnify and hold Assignor, their affiliates, employees, directors and officers harmless from and against any and all claims, demands, causes of action, liabilities and losses arising out of or in connection with or resulting from or through Assignee's ownership of the assigned Oil and Gas Lease(s) and the Subject Lands including, but not limited to, the plugging and abandonment of the well(s), and any necessary environmental remediation.

Assignee further agrees to indemnify and hold Assignor, their affiliates, employees, directors and officers harmless from and against any and all environmental remediation costs and expenses incurred by assignee regardless of the effective date of this assignment, with respect to the Subject Lands, pursuant to order, regulation or agreement by or with any individual, entity or governmental agency of appropriate jurisdiction, including reasonable attorney fees.

This assignment is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title or quantum of interest conveyed, either express or implied. Furthermore, this assignment is executed without any express or implied warranty or representation as to the merchantability or fitness for any purpose of any of the equipment, and without any other express or implied warranty or representation whatsoever. It is acknowledged 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 interests hereunder in their "as is, where

Return to: EBCO
P.O. Box 22177
Oklahoma City, OK 73123

ORIGINAL

115 | 228-228.01

is" condition. In addition, Assignor shall make 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 oil and gas interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the oil and gas interests or the ability of the oil and gas 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.

By execution hereof, Assignee hereby assumes and agrees to pay, perform and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times on or after the Effective Date incurred in the ordinary course of the operation of the Oil and Gas Lease(s) pursuant to leases, operating agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the interests are subject. Assignor agrees to pay, perform and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times prior to the Effective Date incurred in the ordinary course of the operation of the Oil and Gas Lease(s) prior to the Effective Date pursuant to leases, operating agreements, contracts, gas and/or other contracts (if any), instruments and other commitments to which the Oil and Gas Lease(s) are subject, except, however, Assignee shall be sole responsible for balancing of or payment of any gas imbalances which may exist as of the Effective Date.

Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittance 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.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefits of the parties hereto, their respective successors and assigns.

ASSIGNOR

INTOIL, INC.

ATTEST: INTOIL, INC. CORPORATE SEAL DELAWARE

BY: _____
Joseph P. Mazzola, Secretary

BY: _____
A. Amir Taki, President

ASSIGNEE Dusty Sanderson

ATTEST:

BY: _____

BY: _____
W. B. Kayboun
Attorney-in-fact

WITNESS:

Lori Pettit
Printed Name: Lori Pettit

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 17th day of April, 1996, by A. Amir Taki, the President of Intoil, Inc., a Delaware corporation, on behalf of said Corporation.

NOTARY PUBLIC JUDITH EVANS STATE OF COLORADO

My Commission Expires 12/12/96

Judith Evans
Judith Evans, Notary Public

[redacted] [redacted] [redacted]

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO
CITY AND COUNTY OF DENVER

This instrument as acknowledged before me on this _____day of _____, 1996, by _____, the _____ of _____. a _____ corporation, on behalf of said Corporation.

My Commission Expires:_____

_____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO
CITY AND COUNTY OF DENVER

This instrument was acknowledged before me, a notary public in and for said County and Sate on April 19, 1996, personally appeared Bob W. Raybourn, Atty/Fact, and acknowledged to me that he/she executed the within and foregoing instrument as his/her free act and voluntary act.

My Commission Expires: June 24, 1998

C M Naylor
Notary Public

G. M. NAYLOR NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	RECORDING INFORMATION	STATE	COUNTY	TWP/RG	DESCRIPTION	AGREEMENTS SUBJECT TO:	GROSS ACRES	WELLS	
17018	W-11603	J. E. JOUJON-ROCHE	4/1/68		WYOMING	SUBLETTE	T28N-R118W	SECTION 21: E/2 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION				
17019	W-2121	BELCO PETROLEUM CORPORATION	11/1/68		WYOMING	SUBLETTE	T28N-R114W	SECTION 28: SW/4NE/4 FROM THE SURFACE TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630' IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W.				
17020	W-17206	EDNA M. JONES	3/1/69		WYOMING	SUBLETTE	T28N-R114W	SECTION 32: LOTS 16, 17, 18, 19, 20 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630' IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W.				
17021	W-20039	EDNA M. JONES	3/1/69		WYOMING	SUBLETTE	T28N-R114W	SECTION 33: SW/4NE/4 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630 FEET IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W.				
17022	W-20038	EDNA M. JONES	3/1/69		WYOMING	SUBLETTE	T28N, R114W	SECTION 28: E/2NE/4, NW/4NE/4, NW/4SE/4 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630' IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W				
17023	W-2120	PHILADELPHIA OIL COMPANY OF CALIFORNIA	11/1/68		WYOMING	SUBLETTE	T28N, R114W	SECTION 15: SW/4 SURFACE TO TOP OF THE GANNETT FORMATION SECTION 22: SW/4 SURFACE TO THE TOP OF THE GANNETT FORMATION				
17024	STATE OF WYOMING #68-5165	ETTA MANDEL	3/2/68		WYOMING	SUBLETTE	T28N-R114W	SECTION 16: NW/4, W/2NE/4, N/2SW/4 FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH DRILLED IN THE FOGARTY CREEK UNIT 2-16 WELL.	FOGARTY CREEK UNIT AGREEMENT AND UNIT OPERATING AGREEMENT DATED APRIL 2, 1975, APPROVED EFFECTIVE MAY 28, 1975		FOGARTY CREEK UNIT	PA/A W.I. 2.35130% NRI 1.80339% PA/B W.I. 2.30692% NRI 1.79300%

371

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-125949

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   Presidio Exploration, Inc.
   5613 DTC Parkway, Suite 800
   Englewood, CO 80111-3035

*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 108 West, 6th P.M. Section 19: Lots 1-4, E2, E2W2 Section 29: All Section 30: Lots 1-4, E2, E2W2 Section 31: Lots 1-4, E2, E2W2 Sublette County, Wyoming Containing 2530.80 acres, more or less	100%	100%	None	None	None

257126

RECORDED May 13 1996 1:30PM
IN BOOK 10306 PAGE 372
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

372

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

On this 15th day of January, 1992, before me personally appeared Jonathan S. Roderick, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of High Plains Energy 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 Jonathan S. Roderick acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of January, 1992.

My Commission Expires: 4-30-93

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 either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 15th day of January, 19 92

Name of Assignor as shown on current lease: High Plains Energy Company
Please type or print

Assignor: Jonathan S. Roderick (Signature) Vice President

Assignor: [illegible] (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

Denver (City) CO (State) 80202 (Zip Code)

Executed this 24th day of January, 1992

Assignee: Presidio Exploration, Inc.

BY: Ed Kerr (Signature)
or
Attorney-in-fact: ED KERR, Attorney in Fact (Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE 1988—573-016/95011

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW 2690

Lease Effective Date
(Anniversary Date)
12/1/66

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* LORI CHAPMAN FAMILY TRUST
   Street MATHEW WOLF, TRUSTEE
   City, State, ZIP Code 1001 FANNIN, SUITE 2000
   HOUSTON, TX 77002-6709

*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
TWP 27N, RGE 111W, 6TH PM SEC 31: LOTS 1-7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 SEC 32: LOT 1 592.69 ACRES, M/L SUBLETTE COUNTY, WY	1.5%	1.5%	-0-		

257158

RECORDED May 11, 1998 8:55AM
IN BOOK 103 Misc PAGE 374
FEES $8.00 Mary L. Lankford/COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

98 APR 29 AM 9:00

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)

374

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

STATE OF COLORADO }
}
COUNTY OF DENVER }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 11th DAY OF APRIL, 1996 PERSONALLY APPEARED TERRY L. OLIVER, ASSISTANT VICE PRESIDENT OF FIRST INTERSTATE BANK OF DENVER, N.A., AGENT FOR FIRST INTERSTATE BANK OF ARIZONA, N.A., AS TRUSTEE FOR LORI MARSHA WOLF TRUST, 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 EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

My Commission Expires May 26, 1998

NOTARY PUBLIC

NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATHEW WOLF, TRUSTEE FOR LORI CHAPMAN FAMILY TRUST, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19th DAY OF APRIL, 1996.

LOUISE R. WONZER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-15-98

NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 11 day of APRIL, 19 96

Name of Assignor ~~as shown on~~ current lease LORI MARSHA WOLF TRUST
Please type or print

Assignor TERRY L. OLIVER, ASSISTANT VICE PRESIDENT
FIRST INTERSTATE BANK OF DENVER, N.A., AGENT
FOR FIRST INTERSTATE BANK OF ARIZONA, N.A.,
AS TRUSTEE

P. O. BOX 5825
DENVER, COLORADO 80217
(City) (State) (Zip Code)

Executed this 19th day of APRIL, 1996

LORI CHAPMAN FAMILY TRUST

Assignee or Attorney-in-fact MATHEW WOLF, TRUSTEE
(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
Paperwork Reduction Project (1004-0034), Washington, D.C. 2
tdget.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingl
statements or representations as to any matter within its jurisdicti
fulent

PLEASE RETURN TO: WOLF EXPLORATION COMPANY
1001 FANNIN, SUITE 2000 - HOUSTON, TEXAS 77002-6709
TELEPHONE: (713) 650-3330 • FAX: (713) 650-3331

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

Recorded at request of
William Vogel
Clyde, Snow & Swenson
201 South Main Street #1000
Salt Lake City, Utah 84111-2208
Telephone: (801) 322-2516

257207

RECORDED May 20 19 96 2:40 P M
IN BOOK 103 O+P PAGE 376
FEES $ 8.00 Tracy L Hoover COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

QUITCLAIM DEED

KENT LEROYD DAVIS, a married man,
of 1620 Countryside Lane, Heber City, Utah 84032 GRANTOR,

for $10.00 and other valuable consideration,
hereby conveys and quitclaims to

DAVIS, LTD., a Utah limited partnership,
of 1620 Countryside Lane, Heber City, Utah 84032 GRANTEE,

the following described real property located in Sublette County, Wyoming:

Oil and Gas Lease #1, Sublette County, Wyoming

(a) Gov't Minton "B" EV010270A

.0010000 overriding royalty interest in

Township 27 North, Range 113 West
Section 28: E/2NE/4

(b) Gov't Minton Federal Lse #W-089657

.0003400 overriding royalty interest in

Township 27 North, Range 113 West
Section 21: S/2N/2, N/2S/2, SE/4SE/4, SW/4SW/4
Section 28: NW/4NW/4

(c) La Barge Unit Evanston 010270-A

.0010000 overriding royalty interest in

Township 27 North, Range 113 West
Section 28: E/2NE/4

(d) La Barge Unit Evanston 022405

.0003400 overriding royalty interest in

Township 27 North, Range 113 West
Section 28: E/2SE/4
Section 33: NE/4NE/4

(e) Gov't Minton Federal Lse #W-089657

.0003400 overriding royalty interest in

Township 27 North, Range 113 West
Section 21: S/2N2, N/2S/2, SE/4SE/4, SW/4SW/4
Section 28: NW/4NW/4

Signed this 16 day of May, 1996 at Heber City, Utah.

Consented to by

Spouse of Grantor

Kent Leroyd Davis

STATE OF UTAH)
) SS.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me by Kent Leroyd Davis this 16th day of May, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires:
10-14-99

NOTARY PUBLIC
KATE HELLER
5 So. Main
Heber City, UT 84032
COMMISSION EXPIRES
OCT. 14, 1999
STATE OF UTAH

K:\WV\AH\DAVIS.MAR\SUBLETTE.QTD

[redacted] [redacted] [redacted]

PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY

State: Wyoming

County: Sublette

Assignor: Raven Oil Properties, Inc.
7475 Raven Court
Castle Rock, Colorado 80104

Assignee: Vikki Gray-Cullen
1395 Orchard Rd.
Golden, Colorado 80401

Date Executed: April 16, 1996

Effective Date: May 1, 1996

257287
RECORDED May 28 1996 1:15PM
IN BOOK 103 Oct6 PAGE 378
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

WHEREAS, Assignor desires to convey to Assignee and Assignee desires to accept from Assignor in the manner as hereinafter provided an overriding royalty interest existing under and by virtue of that certain oil and gas lease in Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign and convey unto Assignee, its successors and assigns, ALL RIGHT AND TITLE, as well as any other rights or options associated therewith, including the right to convert the override to a working interest after payout of the Riley Ridge Federal #8-24 Well, of all oil, gas and other hydrocarbon substances produced, saved and sold under and by virtue of the terms and provisions of the aforementioned lease more particularly described on Exhibit "A" attached hereto and made a part hereof.

This Partial Assignment of Overriding Royalty is made by Assignor and accepted by Assignee subject to the terms and provisions of the aforementioned lease. Further, nothing herein contained shall in any manner imply any obligation on the part of Assignor to maintain the aforementioned lease in force and effect through payment of annual rentals, drilling or development operations, or otherwise.

In the event the aforementioned lease covers less than the full fee simple estate in the oil, gas and other hydrocarbon substances in those lands and underlying formations covered thereby or in the event the interest of Assignor in any such lands and underlying formations be less than a full undivided interest then in either or both such events the overriding royalty interest conveyed herein will be reduced to such proportion thereof that the interest of Assignor in said lands and underlying formations bears to the entire undivided fee simple leasehold estate.

It is the express intent of this Partial Assignment of Overriding Royalty, as well as the express intent of Assignor, to assign unto Assignee all of Assignor's right, title, and interest in and to the Riley Ridge Federal #8-24 well. It being expressly agreed between Assignor and Assignee that any other wells other than the Riley Ridge Federal #8-24 well shall be expressly excluded from the terms of this Assignment.

All subsequent conveyances or assignments of the Assigned Acreage and/or Well, in whole or in part, shall incorporate the covenants and limitations identical in substance to the foregoing for Assignor's continuing benefit, and shall similarly bind Assignee's successors and assigns. Further, Assignee's failure to observe any of the foregoing covenants and limitations herein shall constitute a material breach of this Agreement.

This Partial Assignment of Overriding Royalty is made by Assignor and accepted by Assignee without representation of or warranty of title, either express or implied, and the terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Partial Assignment of Overriding Royalty is executed the day, month and year first above written, but for all purposes effective as of May 1, 1996.

ASSIGNOR:
Raven Oil Properties, Inc.

Barbara S. Gray
Assistant Secretary

by Wilfred L. Gray
Wilfred L. Gray, President

ASSIGNEE:

Vikki Gray-Cullen
Vikki Gray-Cullen

State of Colorado)
)
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Wilfred L. Gray, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of Raven Oil Properties, Inc., a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this 16th day of April, 1996.

Jo-Anne Gray
Notary Public, State of Colorado

My Commission Expires:
November 7, 1997

State of Colorado)
)
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Vikki Gray-Cullen, known to me to be the person whose name is subscribed to the 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.

Given under my hand and official seal this 16th day of April, 1996.

Jo-Anne Gray
Notary Public, State of Colorado

My Commission Expires:
November 7, 1997

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Overriding Royalty dated April 16, 1996, but effective May 1, 1996 by and between Raven Oil Properties, Inc., Assignor, and Vikki Gray-Cullen, Assignee.

LESSOR:	USA W-49634
LESSEE:	John A. Yates
LEASE DATE:	April 1, 1975
DESCRIPTION:	CONTRACTUAL RIGHTS ONLY IN ALL THE LANDS DESCRIBED BELOW AND AS TO ONLY THOSE FORMATIONS FOUND BELOW THE BASE OF THE DAKOTA FORMATION.

Township 29 North, Range 114 West

Section 8: All
Sublette County, Wyoming

These contractual rights are by virtue of that certain Working Interest Pooling Agreement, dated June 1, 1979 between Yates Drilling Company, et al.

Override is also subject to that certain Farmout Agreement dated March 3, 1979 with John Christmann, et al.

PARTIAL ASSIGNMENT AND BILL OF SALE

State: Wyoming

County: Sublette

Assignor: Raven Oil Properties, Inc.
7475 Raven Court
Castle Rock, Colorado 80104

Assignee: Vikki Gray-Cullen
1395 Orchard Road
Golden, Colorado 80401

Date Executed: April 17, 1996

Effective Date: May 1, 1996

257288
RECORDED May 28 1996 1:15pM
IN BOOK 103 of 6 PAGE 381
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

For adequate consideration, Assignor sells, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto and made a part hereof.

Assignor does also hereby grant, bargain, sell, transfer, assign, convey and deliver to Assignee, its heirs, successors and assigns, all of Assignor's right, title and interest in and to the material and equipment used thereon and Assignee (evidenced by Assignee's acceptance of these presents) does agree to acquire these premises upon the terms and conditions herein stated.

Assignee, for the same written consideration recited hereinabove, and in consideration of the premises, by the acceptance hereof, understands and agrees to the following terms and conditions:

1. Assignee hereby agrees that Assignor shall have the right, at its option to be exercised, waived and reexercised at any time and from time to time, to take and purchase at the prevailing posted price for the field being paid by any major oil company purchaser for oil of like grade and quality all or any part of the oil that may be produced and saved under said leases from those formations underlying the lands described in Exhibit "A" to this Partial Assignment and Bill of Sale.
2. This Partial Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representation of or warranty of title whether expressed or implied.
3. Assignee hereby agrees that it has inspected the leases, wells, personal property and equipment assigned hereby and that it accepts the same in their present condition. Assignee hereby agrees to assume all responsibility for Assignor's interest in said wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith, from and after the effective date of this Partial Assignment and Bill of Sale, and Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all damages, claims for damages, liabilities, charges, costs, expenses (including , without limitation, court costs, interest and attorney's fees), arising out of, incident to, or in connection with said leases, lands, wells, casing, leasehold equipment, and other personal property, or Assignee's operations, or the lack thereof, on said leases and said lands, as of the effective date hereof, regardless of whether the liability therefor is based upon some alleged act or omission of Assignor, or of Assignee, or some other party.
4. With respect to any wells and any personal property, fixtures and equipment therein and thereon or used and obtained in connection therewith, Assignor makes no warranty

or representation concerning the grade, quality, soundness, skill or workmanship employed in installing such personal property, fixtures and equipment, or as to whether such wells can be produced, or whether such personal property can be used, recovered or salvaged, and Assignee takes such wells, personal property, fixtures and equipment as it finds them, subject to all latent and patent defects therein and in the condition and installation thereof.

5. Assignee agrees to hold Assignor harmless for all claims and demands of the Wyoming Oil and Gas Conservation Commission or any other State of Wyoming regulatory body; additionally, Assignee shall be responsible for any sales tax which may become due in connection with the above wells. Assignee agrees to promptly execute and file with any State, Federal, or any other public agency, any additional documentation required to effectuate this conveyance.
6. Assignee hereby agrees to and does assume full liability and responsibility from and after the effective date of this Assignment for the wells located on said leases as the same pertain to the interests assigned to Assignee hereunder and for operating and/or plugging and abandonment of such wells and any surface restoration deemed necessary. Further, Assignee hereby agrees to and does indemnify and save Assignor harmless from and after the effective date of the Assignment from and against any and all losses, claims, suits, liability and expenses of any type whatsoever arising out of or associated with Assignee's operations on said leases, including but not limited to, the plugging and abandonment of any such wells, as well as all of the obligations assumed by Assignee herein, as well as any charges made for the restoration of the surface deemed necessary or required.
7. Assignee hereby agrees to pay all Ad Valorem taxes hereinafter assessed against said leases, insofar and only insofar as such Ad Valorem taxes are applicable to or pertain to the interests assigned to Assignor hereunder, the production therefrom and the wells and the personal property, fixtures and equipment therein and thereon or used and obtained in connection therewith.
8. This Partial Assignment and Bill of Sale is specifically made subject to all royalties, overriding royalties, payments out of production, oil payments and other similar interests, if any, and Assignee shall bear and agree to assume the responsibility for any such burdens. This Partial Assignment and Bill of Sale is further subject to the terms and conditions of any agreements to which the Oil, Gas and Mineral Leases assigned hereby may be subject, if any, whether or not of record, and Assignee agrees to comply with all the terms, conditions and provisions of any such agreements. As part of the consideration of this Assignment, Assignee assumes and agrees to perform all valid obligations of Assignor accruing after the date hereof, under or in respect of the interests and rights assigned hereunder.

Assignee unconditionally releases Assignor from and against any and all liability, known or unknown, for any environmental damage, pollution or contamination to the property whether existing prior to or after the effective date of this Assignment. Assignee agrees to protect, defend, indemnify, and hold Assignor and successors harmless from and against any and all claims, losses, demands, suits, causes of action, judgments, decrees, penalties, fines, sanctions, expenses and costs (including, but not limited to reasonable attorney's fees, court costs, costs of investigation, costs of litigation and respon[illegible] costs) of whatever kind or nature including, but not limited to claims, known or unknown, for environmental damage, pollution or contamination to the property made by any person, entity, or governmental agency whether existing prior to or after the effective date of this Assignment and without regard to Assignor's negligence.

All subsequent conveyances or assignments of the Assigned Acreage and/or Wells, in whole or in part, shall incorporate the covenants and limitations identical in substance to the foregoing for Assignor's continuing benefit, and shall similarly bind Assignee's successors and assigns. Further, Assignee's failure to observe any of the foregoing covenants and limitations herein shall constitute a material breach of this Agreement.

This Partial Assignment and Bill of Sale and all rights and covenants in connection herewith shall be binding upon the parties hereto, their respective heirs, successors and assigns, and the covenants hereof shall run with the leasehold interest and lands.

IN WITNESS WHEREOF, the Partial Assignment and Bill of Sale is executed and delivered this 17th day of April, 1996, but effective May 1, 1996.

ASSIGNOR:
Raven Oil Properties, Inc.

Barbara S Gray
Assistant Secretary

by Wilfred L. Gray
Wilfred L. Gray, President

ASSIGNEE:

Vikki Gray-Cullen

State of Colorado)
)
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Wilfred L. Gray, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of Raven Oil Properties, Inc., a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this 17th day of April, 1996.

Jo-Anne Gray
Notary Public, State of Colorado

My Commission Expires:
November 7, 1997

State of Colorado)
)
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Vikki Gray-Cullen, known to me to be the person whose name is subscribed to the 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.

Given under my hand and official seal this 17th day of April, 1996.

Jo-Anne Gray
Notary Public, State of Colorado

My Commission Expires:
November 7, 1997

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment and Bill of Sale dated April 17, 1996, but effective May 1, 1996 by and between Raven Oil Properties, Inc., as Assignor, and Vikki Gray-Cullen, as Assignee.

LESSOR: USA W-53107
LESSEE: C. L. Scribner
LEASE DATE: January 1, 1976
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS FROM THE SURFACE TO THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 30: E/2
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

LESSOR: USA W-78476
LESSEE: Pete J. Kithas
LEASE DATE: March 1, 1975
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 9: N/2
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

LESSOR: USA W-59398
LESSEE: Fred D. Volz
LEASE DATE: August 1, 1977
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 18: NE/4
Section 20: All
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

LESSOR: USA W-60621
LESSEE: Patricia R. Pfenning
LEASE DATE: April 1, 1976
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 21: All
Section 28: All
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

LESSOR STATE OF WYOMING 76-0342
LESSEE: Chinook Roustabout Service
LEASE DATE: May 2, 1976
DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 16: All
Sublette County, Wyoming

LESSOR USA W-54161
LESSEE: Estelle C. Haefele
LEASE DATE: April 1, 1976
DESCRIPTION: RECORDED TITLE - IN ALL OF THE LANDS DESCRIBED BELOW AS TO ALL DEPTHS:

Township 29 North, Range 114 West

Section 19: E/2
Sublette County, Wyoming

LESSOR: USA W-49634
LESSEE: John A. Yates
LEASE DATE: April 1, 1975
DESCRIPTION: CONTRACTUAL RIGHTS ONLY IN ALL OF THE LANDS DESCRIBED BELOW AND AS TO ONLY THOSE FORMATIONS FOUND BELOW THE BASE OF THE DAKOTA FORMATION.

Township 29 North, Range 114 West

Section 8: All
Sublette County, Wyoming

These contractual rights are by virtue of that certain Working Interest Pooling Agreement, dated June 1, 1979 between Yates Drilling Company et al.

LESSOR: First Wyoming Bank
LESSEE: Williams Exploration Company
LEASE DATE: September 1, 1981
EFFECTIVE DATE: March 29, 1982
RECORDED: Book 63, Page 129
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 3: S/2 SE/4
Sublette County, Wyoming

 WKB

35le

387

Paw Prints Oil
1500 11-Mile Ln
Canon City, Co. 81212

257439

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

RECORDED June 6 1996 8:35AM
IN BOOK 103 of Misc PAGE 387
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, WILLISCHILD OIL AND GAS CORP., an Oklahoma corporation, having offices at 904 G Street, Snyder, OK 73566, herein collectively called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, sell, assign, and transfer unto Paw Prints Oil and Gas, Ltd.
herein called "Assignee," the following interests:

1. **all of Assignor's right, title and interest in and to the leases (whether one or more), force pooled interests, interests acquired under contracts, and the lands covered thereby (the "Leases"), more fully and completely described on Exhibit "A" attached hereto and made a part hereof, together with the rights incident thereto and made a part hereof, together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with said Leases (hereinafter collectively referred to as the "Property"); AND for the same consideration stated hereinabove, Assignor does hereby grant, convey, sell, assign, and transfer unto Assignee all of Assignor's right, title, and interest in and to the wells located upon the Leases, or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling and spacing unit which includes any portion thereof, together with all casing, leasehold equipment, and personal property in or on or used in connection with said well or wells, AS IS, AND WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED;**

2. **all of Assignor's interest in the production of oil, gas, or other minerals, inclusive of royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests;**

3. **all of Assignor's interest derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations; and**

4. **all of Assignor's interest in all rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations.**

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

1. **Assignee hereby agrees to assume its proportionate part of any and all terms and provisions of the Leases and any and all existing royalties, excess royalties, overriding royalty interests or other burdens out of production with which said Leases may be burdened.**

2. **Assignee hereby agrees that it has inspected the lands, wells, personal property and equipment assigned and conveyed herein and that it accepts the same in their present condition. As used in this paragraph 2 and the lettered subparagraphs hereunder, "claims" shall include claims, demands, causes of action liabilities, damages, penalties and judgments of any kind of character and all costs and fees in connection therewith, including attorneys fees.**

   a) **Assignee shall (I) upon closing , but effective as of the effective date hereof, assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests conveyed herein, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statue or rule, regulation or order of any governmental authority (specifically including without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the Property) and (ii) defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any such claims asserted against Assignor prior to the effective date hereof; and**
   b) **Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to property or to the environment, or for any other claims arising directly or indirectly from, or incident to, the use, occupation,**

operation, maintenance or abandonment of any of the interests conveyed herein, or condition of the Property, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the effective date hereof, whether or not any such claims result from conditions, actions or inactions at or before the effective date hereof.

c) Notwithstanding anything to the contrary herein, Assignee assumes all rights or obligations associated with gas imbalances attributable to the Property, regardless of when such imbalances accrued.

3. Assignor and Assignee hereby agree, represent, and confirm that they are not related to one another as affiliates, subsidiaries, parents, agents or otherwise and that the Property is being conveyed hereunder pursuant to an arms-length transaction.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee subject to the reservations and conditions herein contained, all of Assignor's right, title, and interest on the effective date hereof in and to the Property, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references. This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Property subsequent to the effective date of this Assignment.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns. This Assignment is WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the 1st day of March, 1996.

ATTEST:

ASSIGNOR:

Jackie D. Willis Pres.
WILLISCHILD OIL AND GAS CORP.
Oklahoma Corporation
Jackie D. Willis

STATE OF OKLAHOMA)
)ss.
COUNTY OF KIOWA)

The foregoing instrument was acknowledged before me this 28th day of May, 1996, by on behalf of WILLISCHILD OIL AND GAS CORP. an Oklahoma Corporation

Notary Public in and for the State of Oklahoma

8-15-96
Commission Expires

ATTEST:

ASSIGNEE:

By:

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 1st day of June, 1996, by on behalf of , an .

Notary Public in and for the State of

11-20-96
Commission Expires

EXHIBIT "A"

Sublette County, Wyoming

Christmann URC #1-20

Lessor:	United States of America Serial No. W-43213
Lessee:	C. Ward Chase
Date:	February 1, 1974
Description:	Township 30 North, Rage 113 West Section 20: N/2 NW/4, NE/4 NW/4, NW/4 NW/4 Containing 320 acres more or less. Sublette Co., Wyoming.

[redacted] [redacted] FOGARTY CREEK UNIT PA/A & [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE }

THAT, **DUSTY SANDERSON**, whose address is 6405 Kingsbury, Amarillo, Texas 79109, hereinafter referred to as "Assignor", for sufficient consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto the following in the percentages as described:

BARRANCA PRODUCTION COMPANY P.O. Box 1808 Corsicana, TX 75151	**25.00%**
T.C. "SKIP" COX P.O. Box 1168 Graham, TX 76450-1168	**12.50%**
DUSTY SANDERSON AND DANA SANDERSON, husband and wife, as Joint Tenants with full rights of survivorship 6405 Kingsbury Amarillo, TX 79109	**62.50%**
	100.00%

hereinafter referred to as "Assignee", all of Assignor's right, title and interest in the percentages described above in and to the oil and gas leases and interest described on Exhibit "A" attached hereto and made a part hereof, including all oil and gas wells, including equipment, underbalanced gas and wellbores now owned by assignor under the lands described on Exhibit "A".

To have and to hold unto Assignee, his heirs successors and assigns forever.

This Assignment and Bill of Sale is made without any representation, warranty or covenant of title of any kind or nature, either express, implied or statutory.

This instrument is executed as of the 30th day of May, 1996, but effective for all purposes as of May 1, 1996, at 7:00 a.m. ("Effective Date").

257446

RECORDED June 10 1996 9:25 AM
IN BOOK 103 Misc PAGE 390
FEES $ 8.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ASSIGNOR:

Dusty Sanderson

ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF POTTER }

The foregoing instrument was acknowledged before me on the 30th day of May, 1996, by Dusty Sanderson, an individual.

My Commission Expires:
10-1-99

JANET K. CUBITT
MY COMMISSION EXPIRES
October 1, 1999

Janet K. Cubitt
Notary Public in and for the
State of Texas

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	RECORDING INFORMATION	STATE	COUNTY	TWP/RG	DESCRIPTION	AGREEMENTS SUBJECT TO:	GROSS ACRES	WELLS
17018	W-11603	J. E. JOUJON-ROCHE	4/1/68		WYOMING	SUBLETTE	T28N-R188W	SECTION 21: E/2 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION			
17019	W-2121	BELCO PETROLEUM CORPORATION	11/1/66		WYOMING	SUBLETTE	T28N-R114W	SECTION 28: SW/4NE/4 FROM THE SURFACE TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630' IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W.			
17020	W-17208	EDNA M. JONES	3/1/69		WYOMING	SUBLETTE	T28N-R114W	SECTION 32: LOTS 16, 17, 18, 19, 20 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630' IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W.			
17021	W-20039	EDNA M. JONES	3/1/69		WYOMING	SUBLETTE	T28N-R114W	SECTION 33: SW/4NE/4 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630 FEET IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W.			
17022	W-20038	EDNA M. JONES	3/1/69		WYOMING	SUBLETTE	T28N, R114W	SECTION 28: E/2NE/4, NW/4NE/4, NW/4SE/4 FROM THE SURFACE DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9630' IN THE HUMBLE HOBACK #2 WELL IN SEC. 15, T28N, R115W			
17023	W-2120	PHILADELPHIA OIL COMPANY OF CALIFORNIA	11/1/66		WYOMING	SUBLETTE	T28N, R114W	SECTION 15: SW/4 SURFACE TO TOP OF THE GANNETT FORMATION SECTION 22: SW/4 SURFACE TO THE TOP OF THE GANNETT FORMATION			
17024	STATE OF WYOMING #66-5165	ETTA MANDEL	3/2/66		WYOMING	SUBLETTE	T28N-R114W	SECTION 16: NW/4, W/2NE/4, N/2SW/4 FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH DRILLED IN THE FOGARTY CREEK UNIT 2-16 WELL.	FOGARTY CREEK UNIT AGREEMENT AND UNIT OPERATING AGREEMENT DATED APRIL 2, 1975, APPROVED EFFECTIVE MAY 28, 1975	FOGARTY CREEK UNIT	PA/A W.I. 2.35130% NRI 1.80339% PA/B W.I. 2.30692% NRI 1.79300%

[redacted] [redacted] [redacted]

FORCENERGY INC
To:
Alpo Energy, Inc.

NOTICE OF OPERATING AGREEMENT AND OPERATOR'S LIEN

257532

The State of Wyoming:
County of Sublette:

RECORDED June 11 1996 3:40PM
IN BOOK 103 Oth PAGE 392
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY

Notice is hereby given that an Operating Agreement dated March 30, 1977, (hereinafter referred to as the "Operating Agreement") which covers lands located in Sublette County, Wyoming, as more fully described in Exhibit "A" attached hereto (hereinafter referred to as "Said Lands"), was executed by and between Farmland International Energy Company, Rainbow Resources, Inc., Barber Oil Exploration, Inc. and Apache Corporation. Forcenergy Gas Exploration, Inc. succeeded to the interest of Apache Corporation, subsequently changed its name to Forcenergy Inc, and is now the Operator of Said Lands.

The Operating Agreement contains the terms and conditions commonly found in industry used forms with certain additions and deletions. In particular, it should be noted that the Operating Agreement contains provisions affecting the sharing of expenses and revenues, controlling the relinquishment of interests by non-consenting parties, granting liens to the Operator and rights of set off and recoupment, and generally affecting the rights of the Operator and Non-Operator in Said Lands and interest subject to the Operating Agreement.

The Operating Agreement continues to be in force as of the dated hereof.

Forcenergy Inc, as Operator, has invoiced **Alpo Energy, Inc.** for its proportionate share of the cost and expenses of developing and operating the well located within the NW/4 of Section 23, Township 27N, Range 112W, located within Sublette County, Wyoming on which Said Lands are described in the Oil, Gas, and Mineral Lease from the United States of America unto Rainbow Resources, Inc., dated 6-1-76, recorded in book 54, page 368. As of the date hereof, **Alpo Energy, Inc.** is in default for payment of their proportionate share of such costs and expenses in the amount of Five Hundred Sixty and 10/100 dollars ($560.10). Pursuant to the articles of the Operating Agreement, Forcenergy Inc, by this instrument, gives notice to all third parties of it's lien rights on **Alpo Energy, Inc.'s** interest in its share of the above mentioned Bird Canyon Federal #2-23 well and in its share of oil and gas when extracted and its interest in the equipment located thereon, together with interest at the rate provided in the Accounting Procedure attached as Exhibit "C" to the Operating Agreement.

This instrument is being executed and recorded for the purpose of giving notice to third parties dealing with the parties to the Operating Agreement of the existence of the Operating Agreement and also for giving notice and perfecting Forcenergy Gas Exploration, Inc.'s lien and interest as set forth above against the interest of **Alpo Energy, Inc.** in Said Lands and the Bird Canyon Federal #2-23 well.

EXECUTED this 4th day of June, 1996.

FORCENERGY INC

By: _____

Stig Wennerstrom - President

PBR\k\accct\land\oplien9

State of Florida:
County of Dade:

This instrument was acknowledged before me on June 4th, 1996 by Stig Wennerstrom, President of FORCENERGY INC On behalf of such corporation.

NOTARY PUBLIC STATE OF FLORIDA

ELIZABETH ESPINOSA
My Comm Exp. 9-10-96
Bonded By Service Ins
No. CC227017
[X] Personally Known [ ] Other I.D.

Elizabeth Espinosa
Notary Public in and for the State of Florida

cc: Alpo Energy, Inc.

Exhibit "A"
TO THAT CERTAIN NOTICE OF OPERATING AGREEMENT AND OPERATOR'S LIEN

LESSOR	LESSEE	LSE DATE	BOOK	PAGE
USA W-54914	RAINBOW RESOURCES, INC.	06-01-76	54	368

K0034.469
East LaBarge

DAMAGE RELEASE AND AGREEMENT

Know All Men By These Presents:

This Agreement, effective July 1, 1993, by and between Mr. Gerald E. Voorhees, whose address is P.O. Box 2439, Jacksonhole, Wyoming 83001, (hereinafter referred to as "Owner"), its successors and assigns, and Enron Oil & Gas Company, 1625 Broadway, Suite 1300, Denver, Colorado 80202, (hereinafter referred to as "Operator"), its successors and assigns. For and in consideration of the sum of Five Thousand Dollars ($5,000.00) for road and location damages and Twelve Hundred Dollars ($1,200.00) for pipeline right-of-way, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby release, acquit and forever discharge Operator, its employees, agents and contractors from any and all losses, liabilities, claims, damages, demands and causes of action for any and all injuries and damage to the surface of the tract of land hereinbelow described and to the dwellings, appurtenances and improvements thereon as well as for any and all injuries and damages to, including the death of, the livestock and/or wildlife thereon and for any and all damages and/or loss of the trees, crops and vegetation owned and/or being cultivated on said tract of land by the Owner, Owner's employees and/or tenants arising directly or indirectly from or in connection with the operations of Operator, its employees, contractors, subcontractors or agents in accessing the location of and in preparing the drillsite for and in drilling, completion, operation of and production from any well which Operator shall drill on said tract of land being more particularly described as follows, to wit:

Township 27 North, Range 112 West, 6th P.M.
Section 32: NW/4SW/4
and associated 2,472' pipeline
right-of-way running due south
from ELBU #42-32 well.
Sublette County, Wyoming

Well Name: East LaBarge Unit #42-32

(The above described tract is referred to hereinafter as the "Land".)

For the consideration hereinabove recited, the Owner does hereby agree to protect, indemnify and save Operator, its employees, agents, contractors, successors and assigns, free and harmless from any and all of the above mentioned losses, claims, damages, demands and causes of action arising directly or indirectly in connection with the above mentioned operations on this Land and to relieve Operator, its employees, agents and contractors from any and all liability incurred directly or indirectly as a result of such operations.

Owner does hereby further agree that the payment and acceptance of the consideration set forth above is in full and complete payment, settlement, compromise and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action accrued, accruing, or to accrue to Owner, its employees, tenants, successors or assigns, arising directly or indirectly from or in connection with the above-mentioned operations by

257537

RECORDED June 12 1996 8:40AM
IN BOOK 103 016 PAGE 395
FEES $10.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By C[redacted]ston

[redacted]

[redacted] [redacted] [redacted]

Operator, its employees, agents and contractors and that such payment is in no way an admission of liability by Operator, its employees, agents and contractors.

Owner hereby grants, assigns and conveys to Operator the following permits, rights-of-way, easements and privileges:

a) The exclusive right to use so much of the Land as will be occupied by Operator's well(s) for the purpose of drilling for, completing and producing oil and gas.

b) The exclusive right to use the Land for all necessary operations to produce and transport the oil and gas from said well(s) including but not limited to compressors, gathering systems, pipelines, separators, etc.

c) The exclusive right to use so much of the Land as is reasonably necessary to construct, install, operate, maintain, repair, remove, enlarge, upgrade or otherwise conduct operations with respect to Operator's oil and gas well(s), pipelines, compressors and gathering systems, including but not limited to the rights to the full enjoyment of the mineral estate and the rights of ingress and egress.

Owner hereby represents and warrants to Operator that Owner has good and marketable title to the Land and that no other party need join in this agreement to effectuate its purpose.

Operator agrees to conduct all of its operations on the Land in accordance with good, normal oilfield practices.

All communications hereunder shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made if actually delivered, or if mailed by registered or certified mail, postage prepaid, addressed as set forth above. Any party, (Operator or Owner) may by written notice so delivered to the other party, change the address to which delivery shall thereafter be made.

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devises, personal representatives, successors and assigns and shall constitute a covenant running with the land.

This agreement may only be supplemented, altered, amended, modified or revoked in writing if signed by both Owner and Operator, or their respective successors and assigns.

EXECUTED this 22nd **day of** March, 1996 ~~1995~~, **but effective the 1st day of July, 1993.**

OWNER:

By: Gerald E Voorhees

Gerald E. Voorhees

Social Security No.: 520 28 7850

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 22nd **day of** March, 1996 ~~1995~~, **by Gerald E. Voorhees.**

Witness my hand and official seal.

[illegible] HAUX - NOTARY PUBLIC
County of Lincoln
State of Wyoming
My Commission Expires Aug. 30, 1998

My Commission Expires: 8-30-98

Don E Haux

Notary Public

M:\cdrive\agrmt\23110a.doc

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT ENSERCH EXPLORATION, INC., whose mailing address is 4849 Greenville Avenue, Suite 1200, Dallas, Texas 75206 (hereinafter referred to as "ASSIGNOR"), for and in consideration of the sum of One Hundred and No/100 Dollars ($100.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has bargained, sold, transferred, assigned, and conveyed and by these presents does hereby bargain, sell, transfer, assign, and convey unto BARRETT RESOURCES CORPORATION, whose mailing address is 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, Colorado 80202, its successors and assigns (hereinafter referred to as "ASSIGNEE"), all of ASSIGNOR'S right, title, and interest in and to the oil, gas, and mineral leases ("Subject Leases") described in Exhibit "A," which is attached hereto and made a part hereof, and the following rights and interests insofar, and only insofar, as they pertain to the Subject Leases:

A. Any and all producing, non-producing, shut-in, and temporarily abandoned oil and gas wells; salt water disposal wells; and water wells presently located on the lands covered by the Subject Leases (the "Subject Lands"), appurtenant thereto, or used or obtained in connection therewith, including, but not limited to those wells listed in Exhibit "B," which is attached hereto and made a part hereof;

B. Any and all rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, farmout agreements and farmin agreements, options, drilling agreements, product sales agreements, exploration agreements, road use agreements, pipeline use agreements, assignments of operating rights, subleases, and any and all other agreements specifically set forth on Exhibit "C," which is attached hereto and made a part hereof for all purposes (excluding any contracts or agreements that are not transferable by their own terms);

C. Any and all leasehold interests in oil, gas or other minerals, including working interests, carried working interests, rights of assignment and reassignment, reversionary interests, and other interests in oil, gas or mineral leases, and interests in rights to explore for and produce oil, gas, and other minerals;

D. Any and all underages, overbalances, underbalances, make-up rights, misallocations, and rights to balance production, processing, or sales, any of which may have resulted from the production, processing, or sale of gas or lack thereof accrued and outstanding as of the Effective Date (as defined in Article 3. hereinafter) that ASSIGNOR may maintain against any party or parties by contract or otherwise (excluding any take-or-pay claims);

E. Any and all royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests in production of oil, gas, or other minerals;

F. Any and all rights-of-way, easements, servitudes, and franchises acquired or used in connection with operations for the exploration and production of oil, gas, or other minerals from the Subject Leases, including those that may be off the Subject Lands but that are attributable to the production and operation of the Subject Leases;

257564

RECORDED June 14 1996 11:10AM
IN BOOK 103 of 6 PAGE 398
FEES $26.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

G. Any and all permits and licenses of any nature owned, held, or operated in connection with operations for the exploration and production of oil, gas, or other minerals, to the extent such permits and licenses are transferable; and

H. Any and all surface and down-hole equipment, fixtures, related inventory, gathering and treating facilities, pipe, tubing, casing, and equipment, used in connection with the properties described in paragraphs A. through G. hereinabove (excluding automobiles and trucks).

The interests conveyed by ASSIGNOR to ASSIGNEE hereunder shall hereinafter sometimes be referred to as the "Assigned Premises." This Assignment and Bill of Sale (hereinafter, the "Assignment") is made and accepted expressly subject to the following reservations, terms, covenants, and conditions:

1. WARRANTY: This Assignment is made and accepted without warranty of title of any kind, either express or implied. ASSIGNOR hereby grants and transfers to ASSIGNEE, its successors and assigns, to the extent so transferable, the benefit of the right to enforce the covenants and warranties, if any, that ASSIGNOR is entitled to enforce with respect to the Assigned Premises against ASSIGNOR'S predecessors in title to the interests.

Any and all equipment, personal property, and wells to be conveyed hereunder, shall be conveyed without warranty or representation of any kind as to condition, quality, quantity, or weight. **ASSIGNEE ACCEPTS SUCH EQUIPMENT, PERSONAL PROPERTY, AND WELLS ON AN "AS IS, WHERE IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY KNOWN PURPOSE, MERCHANTABILITY, OR OF ANY OTHER KIND.**

ASSIGNOR makes no representation or warranty of any kind, either express or implied, as to the accuracy, completeness, or veracity of any data, information, or materials supplied to ASSIGNEE in connection with this Assignment, whether before, contemporaneously with, or after the execution hereof. ASSIGNEE shall rely upon any such data, information, or materials so supplied at its own risk.

ASSIGNOR makes no representations or warranties, either express or implied, as to the dedication of natural gas, or lack thereof, with respect to the Assigned Premises. ASSIGNOR makes no representations or warranties, either express or implied, as to the existence or availability of any market for natural gas that may be produced from the Assigned Premises.

ASSIGNEE HEREBY EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE (THE "DECEPTIVE TRADE PRACTICES ACT"), any similar statutes of any state in which this Assignment is entered, executed, or consummated or any state that may exercise jurisdiction over the parties hereto or over the interests that are the subject hereof, or any similar federal rule, law, statute, or regulation.

2. ENVIRONMENTAL MATTERS: "Environmental laws," as used herein, means applicable federal, state, and local laws, including statutes, regulations, orders, ordinances, and common law, relating to protection of the public health and the environment, including, without limitation, those laws relating to storage, handling, and use of chemicals and other hazardous materials; those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind; and those relating to the protection of environmentally sensitive areas.

After the Effective Date, the following provisions shall pertain to any claims, demands, causes of action, liabilities, damages, penalties, and judgments of any kind or character relating to the Assigned Premises and all costs and fees in connection therewith

resulting from violations of applicable environmental laws (collectively referred to as "Environmental Liabilities"):

(a) Liabilities of ASSIGNOR: ASSIGNOR shall be responsible for Environmental Liabilities that are attributable to the periods of operation or production prior to the Effective Date and that arise under applicable Environmental Laws in effect as of the Effective Date. ASSIGNOR'S responsibility shall be limited to the extent that such Environmental Liabilities taken in the aggregate exceed the total purchase price paid by ASSIGNEE for the Assigned Premises.

ASSIGNOR ASSUMES FULL RESPONSIBILITY FOR, AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND ASSIGNEE FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, FINES, EXPENSES, COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES), AND CAUSES OF ACTION CAUSED BY OR ARISING OUT OF ANY VIOLATION OF ANY ENVIRONMENTAL LAW OR REGULATION (INCLUDING COMMON LAW), OR THE PRESENCE, DISPOSAL, RELEASE, OR THREATENED RELEASE OF ANY HAZARDOUS SUBSTANCE (AS THE TERMS "RELEASE" AND "HAZARDOUS SUBSTANCE" ARE DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), 42 U.S.C. §§9601, *ET SEQ.*) FROM THE ASSIGNED PREMISES INTO THE ATMOSPHERE OR INTO OR UPON LAND OR ANY WATER COURSE OR BODY OF WATER, INCLUDING GROUNDWATER, ATTRIBUTABLE TO ASSIGNOR'S ACTIVITIES PRIOR TO THE EFFECTIVE DATE. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION.

(b) Liabilities of ASSIGNEE: ASSIGNEE shall be responsible for Environmental Liabilities that are attributable to the periods of operation or production after the Effective Date.

ASSIGNEE ASSUMES FULL RESPONSIBILITY FOR, AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND ASSIGNOR FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, FINES, EXPENSES, COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES), AND CAUSES OF ACTION CAUSED BY OR ARISING OUT OF ANY VIOLATION OF ANY ENVIRONMENTAL LAW OR REGULATION (INCLUDING COMMON LAW), OR THE PRESENCE, DISPOSAL, RELEASE, OR THREATENED RELEASE OF ANY HAZARDOUS SUBSTANCE (AS THE TERMS "RELEASE" AND "HAZARDOUS SUBSTANCE" ARE DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), 42 U.S.C. §§9601, *ET SEQ.*) FROM THE ASSIGNED PREMISES INTO THE ATMOSPHERE OR INTO OR UPON LAND OR ANY WATER COURSE OR BODY OF WATER, INCLUDING GROUNDWATER, WHETHER OR NOT ATTRIBUTABLE TO ASSIGNEE'S ACTIVITIES OR THE ACTIVITIES OF THIRD PARTIES (REGARDLESS OF WHETHER OR NOT ASSIGNEE WAS OR IS AWARE OF SUCH ACTIVITIES) AFTER THE EFFECTIVE DATE. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION.

3. EFFECTIVE DATE: This Assignment shall be effective as of 7:00 a.m., local time at the location of the Assigned Premises on May 1, 1996 (the "Effective Date").

4. OPERATIONS AFTER THE EFFECTIVE DATE; PRORATION OF PRODUCTION AND EXPENSES: ASSIGNOR shall be responsible for payment of all expenses incurred with respect to the Assigned Premises prior to the Effective Date. ASSIGNEE shall be responsible for payment of all expenses incurred with respect to the

Assigned Premises after the Effective Date. "Expenses" under this Article shall include any expenses incurred in the operation, protection, or maintenance of the Assigned Premises including the payment of property, ad valorem, and all other taxes.

All production from oil and gas wells, and all proceeds from the sale thereof, including proceeds from the sale of any oil in storage above the pipeline connection, and any accounts receivable balances, funds held in suspense or escrow, any of which are attributable to production prior to the Effective Date, shall be the property of ASSIGNOR. All production from oil and gas wells conveyed herein, and all proceeds from the sale thereof attributable to production after the Effective Date shall be the property of ASSIGNEE.

Within ninety (90) days after the execution hereof, ASSIGNOR and ASSIGNEE shall make a settlement to account for all production proceeds received and all operating expenditures paid by ASSIGNOR after the Effective Date. Within six (6) months after the execution hereof, either party may, at its own expense, audit the other party's books, accounts and records relating to production proceeds and operating expenses paid that may have been adjusted on account of this transaction. Such audit shall be conducted so as to cause a minimum of inconvenience to the audited party.

5. ASSUMPTION OF OBLIGATIONS: ASSIGNEE shall assume all obligations and perform all duties of ownership resulting from the ownership of the Assigned Premises, including, but not limited to, the following:

a. ASSIGNEE shall execute any forms or documents required to effect a change of ownership on the records of the state or federal agencies with authority to regulate operations conducted on the Assigned Premises.

b. ASSIGNEE shall operate any and all wells conveyed herein in compliance and conformity with the applicable state and federal laws.

c. ASSIGNEE shall properly plug any and all wells conveyed herein in accordance with the applicable state and federal laws, if and when the wells conveyed herein are abandoned or are required to be plugged.

d. ASSIGNEE shall assume all of ASSIGNOR'S obligations, express or implied, under the Assigned Premises, insofar as such obligations are applicable to the rights herein assigned, whether such obligations arise from lease, contract, agreement, or otherwise, as well as all of the obligations hereof.

6. EXISTING BURDENS: The interests in the Assigned Premises covered by this Assignment are conveyed by ASSIGNOR and accepted by ASSIGNEE subject to all existing burdens with which the Assigned Premises are encumbered. ASSIGNEE hereby assumes and agrees to pay, perform, or carry, as the case may be, each of the existing burdens to the extent that such existing burdens are or remain a burden on the Assigned Premises. The term "existing burdens" as used herein shall mean all royalties, overriding royalties, production payments, net profit obligations, carried working interests, and any and all other payments out of or with respect to production with which the Assigned Premises are burdened as of the Effective Date.

The Assigned Premises are conveyed subject to the terms and provisions of any existing operating agreements, unit agreements, product sales agreements, gas purchase and sale agreements, farmout agreements, and any and all other agreements to which the Assigned Premises are subject. Any and all obligations, duties, and liabilities accruing under such agreements shall be assumed by and become the responsibility of ASSIGNEE. Without limiting the foregoing, ASSIGNEE specifically assumes the agreements listed on Exhibit "C." This Assignment is subject to any pre-existing preferential rights to purchase in favor of third parties, whether known or unknown.

7. INDEMNIFICATION:

Except as otherwise agreed in Article 2:

a. ASSIGNEE shall defend, indemnify, and hold harmless ASSIGNOR, its affiliates, and their respective officers, partners, employees, and agents, and their respective successors and assigns, from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or resulting from ASSIGNEE'S ownership or operation of the Assigned Premises on or after the Effective Date; including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any real or personal property under any theory, including tort, contract, or strict liability. ASSIGNEE further covenants and agrees to defend any suits brought against ASSIGNOR, its affiliates, and their respective officers, partners, employees, and agents, and their respective successors and assigns, on account of any such claims and to pay any judgments against any of them resulting from any such suit or suits, along with all costs and expenses related to any such claims, including attorney's fees; provided, ASSIGNOR shall, nevertheless, at its cost and expense, have the right, if it so elects, to participate in the defense of any such suit or suits in which it is a party, without relieving ASSIGNEE of the obligation to defend the same.

b. ASSIGNOR shall defend, indemnify, and hold harmless ASSIGNEE, its successors and assigns, from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or resulting from ASSIGNOR'S ownership and operation of the Assigned Premises prior to the Effective Date; including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any real or personal property under any theory, including tort, contract, or strict liability. ASSIGNOR further covenants and agrees to defend any suits brought against ASSIGNEE on account of any such claims and to pay any judgment against ASSIGNEE resulting from any such suit or suits, along with all costs and expenses related to any such claims, including attorney's fees; provided, ASSIGNEE shall, nevertheless, at its cost and expense, have the right, if it so elects, to participate in the defense of any such suit or suits in which it is a party without relieving ASSIGNOR of the obligation to defend the same.

c. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS ASSIGNMENT SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (INCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

8. RIGHTS OF AUDIT AND OFFSET: This Assignment does not convey to ASSIGNEE, and ASSIGNOR expressly retains, any rights of audit or offset accruing prior to the Effective Date that may exist in favor of ASSIGNOR. Specific rights of audit and settlement between ASSIGNOR and ASSIGNEE are set forth in Article 4. hereof.

9. RESERVATION OF RIGHTS NOT ASSIGNED: ASSIGNOR expressly excepts herefrom and reserves unto itself, its successors and assigns, all rights, titles, and interests, in and under the Assigned Premises not specifically assigned hereunder, together with full rights of ingress and egress over and surface use of the Subject Lands to prospect and drill for, develop, produce, and market oil, gas, and other minerals from the interests reserved herein, if any. ASSIGNOR further expressly reserves such other rights and privileges as are

necessary or expedient to ASSIGNOR in fulfilling the obligations of the Subject Leases as to all such reserved rights and interests.

10. RIGHT TO POOL: ASSIGNOR grants ASSIGNEE, insofar as ASSIGNOR has the right to do so, and subject to the terms of the Subject Leases, the right to pool and combine the Assigned Premises, or any portion thereof, with other leases or lands for the production of oil and gas.

11. MISCELLANEOUS:

a. The headings used in this Assignment are inserted for convenience only and shall not be regarded in construing this Assignment.

b. If any provision of this Assignment is held invalid, such invalidity shall not affect the remaining provisions.

c. This Assignment is made free and clear of any arrangement that is treated as a partnership for federal income tax purposes.

d. Any and all costs associated with the assignment or transfer hereunder of any properties or equipment shall be the sole responsibility and obligation of ASSIGNEE. ASSIGNEE shall pay all sales taxes, documentary stamp taxes, transfer taxes, and other similar taxes resulting from the acquisition of the Assigned Premises. ASSIGNEE shall remit all such taxes that result from the sale directly to the appropriate taxing agency.

e. The parties agree to do such further acts or execute such other documents as reasonably may be required properly to create or confirm title to the Assigned Premises or to transfer the Assigned Premises to ASSIGNEE, including the execution and filing of all documents required to transfer record title and operating rights in the Assigned Premises on the records of the United States Department of the Interior, Bureau of Land Management. All such other documents shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth or incorporated herein as fully as through they were set forth in each such document. The interests conveyed by such other documents shall be the same, and not in addition to, the Assigned Premises conveyed herein. Any and all costs associated with or resulting from the assignment or transfer hereunder of any properties or equipment shall be the sole responsibility and obligation of ASSIGNEE.

f. This Assignment is made subject to the waiver or expiration of any pre-existing preferential rights to purchase that may exist in third parties.

g. References herein to the plural "leases" or "wells" shall refer to the singular as appropriate.

TO HAVE AND TO HOLD the same unto the ASSIGNEE, its successors and assigns, according to the terms, covenants and conditions of the Subject Leases and other interests conveyed hereunder.

The reservations, terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE, their respective successors and assigns, and shall attach to and run with the Assigned Premises, the Subject Leases, and the Subject Lands, and with each transfer or assignment thereof.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WITNESS THE EXECUTION HEREOF on this 21st day of May, 1996, but effective as of the Effective Date.

ENSERCH EXPLORATION, INC.

By: _____
B. K. IRANI
Senior Vice President

"A S S I G N O R"

BARRETT RESOURCES CORPORATION

By: _____

Title: Attorney-in-Fact

"A S S I G N E E"

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Texas, this 21st day of May, 1996, by B. K. IRANI, SENIOR VICE PRESIDENT of ENSERCH EXPLORATION, INC., a Texas corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

VERNIA L. McALLISTER
MY COMMISSION EXPIRES
October 27, 1996

_____
Notary Public

STATE OF §
§
COUNTY OF §

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Colorado, this 11th day of June, 1996, by Joseph P. Barrett, Attny-in-Fact, of BARRETT RESOURCES CORPORATION, a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 5/22/99

Patti E. Rives
Patti E. Rives Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale, dated effective May 1, 1996, from Enserch Exploration, Inc., as Assignor, to Barrett Resources Corporation, as Assignee.

That certain Oil and Gas Lease, dated effective April 1, 1973, from the United States of America (WYW-38887), as Lessor, to Howell Spear, as Lessee, covering the following described lands:

Township 29 North, Range 114 West, 6th P.M., Sublette County, Wyoming,
Section 4: Lot 4, S/2 NE/4, SW/4 NW/4, S/2,
Section 5: Lots 1, 2, and 3, S/2 N/2, S/2,

containing 1,000.9 acres, more or less.

That certain Oil and Gas Lease, dated effective June 1, 1974, from the United States of America (WYW-78475), as Lessor, to Joanne Pritchett, as Lessee, covering the following described lands:

Township 29 North, Range 114 West, 6th P.M., Sublette County, Wyoming,
Section 10: All,
Section 15: E/2,

containing 960.0 acres, more or less.

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale, dated effective May 1, 1996, from Enserch Exploration, Inc., as Assignor, to Barrett Resources Corporation, as Assignee.

WELLS:

Riley Ridge Unit #10-14, located in the southwest quarter of the southwest quarter of Section 10, Township 29 North, Range 114, West, Sublette County, Wyoming

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "C"

Attached to and made a part of that certain Assignment and Bill of Sale, dated effective May 1, 1996, from Enserch Exploration, Inc., as Assignor, to Barrett Resources Corporation, as Assignee.

AGREEMENTS:

Unit Agreement and Unit Operating Agreement, dated December 23, 1981 (American Quasar Petroleum Co. of New Mexico, as Unit Operator) for the Riley Ridge Unit Area in Sublette County, Wyoming.

Farmout Agreement, dated August 29, 1979, between John J. Christman and Pacific Transmission Supply Company.

ASSIGNMENT OF OIL AND GAS LEASE

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, Baseline Minerals, Inc., of 1645 Court Place, Suite 422, Denver, CO 80202 ("Assignor"), does hereby grant, bargain, sell, assign, transfer and convey unto Barrett Resources Corporation ("Assignee"), all right, title and interest in and to the lands and leases located in Sublette County, Wyoming described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Leases"), subject to the following terms, covenants and conditions:

1. This Assignment is made subject to all of the terms, covenants and conditions, express and or implied, of the Leases. To the extent of the interests hereby assigned, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions with respect to the lands and Lease conveyed hereby.

2. All of the terms, covenants and conditions herein, shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the lands herein described.

3. It is understood and agreed by the parties hereto that should Assignor own less than a full interest in any of the Leases or lease acreage, the interests assigned hereunder shall be proportionately reduced in accordance with the oil, gas and mineral interest actually covered by the Leases.

Executed this 13th day of May, 1996.

Assignor:

BASELINE MINERALS, INC.
By: Joseph W. Thames, President

257647

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

RECORDED June 21 19 96 9:00AM
IN BOOK 103 OTG PAGE 409
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

On this 13th day ofMay, 1996, before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph W. Thames to me personally known, who, being duly sworn, did say that he is the President of Baseline Minerals, Inc. and that the said instrument was signed and sealed on behalf of said corporation and said Joseph W. Thames acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of May, 1996.

2-11-97
My Commission expires:

Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of the cerain Assignment of Oil & Gas Lease by and between Baseline Minerals, Inc and Barrett Resources Corporation dated May 13, 1996 and effective June 28, 1995.

Lessor:	Penny L. Chrisman, Successor Trustee of the Charles G. Chrisman Revocable Trust dated March 2, 1992
Lessee:	Baseline Minerals, Inc.
Date:	June 27, 1995
Description:	Township 29 North, Range 114 West, 6th P.M.
Section:	1:S/2SW/4 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 11: N/2NE/4 12: N/2NW/4
Section:	Township 30 North-Range 114 West, 6th P.M. 34: E/2SE/4 35: S/2SW/4
Recorded:	Book 102 O & G, Page 519

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Lessor:	Gaius R. Shaver and Stella C. Shaver, Trustees of the Shaver Family 1990 Trust dated April 26, 1990
Lessee:	Baseline Minerals, Inc.
Date:	June 27, 1995
Description:	Township 29 North, Range 114 West, 6th P.M.
Section:	1: S/2SW/4 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 11: N/2NE/4 12: N/2NW/4
Section:	Township 30 North-Range 114 West, 6th P.M. 34: E/2SE/4 35: S/2SW/4
Recorded:	Book 102 O & G, Page 166

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Lessor:	Frank E. Sears, Jr. Revocable Trust, by Frank E. Sears, Jr. Trustee
Lessee:	Baseline Minerals, Inc.
Date:	June 27, 1995
Description:	Township 29 North, Range 114 West, 6th P.M.
Section:	1: S/2SW/4 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 11: N/2NE/4 12: N/2NW/4
Section:	Township 30 North-Range 114 West, 6th P.M. 34: E/2SE/4 35: S/2SW/4
Recorded:	Book 102 O & G, Page 111

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Lessor:	Frank W. Sears
Lessee:	Baseline Minerals, Inc.
Date:	June 27, 1995
Description:	Township 29 North, Range 114 West, 6th P.M.
Section:	1: S/2SW/4 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 11: N/2NE/4 12: N/2NW/4
Section:	Township 30 North-Range 114 West, 6th P.M. 34: E/2SE/4 35: S/2SW/4
Recorded:	Book 102 O & G, Page 108

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Lessor:	John N. Chrisman Revocable Trust, by John N. Chrisman, Trustee
Lessee:	Baseline Minerals, Inc.
Date:	June 27, 1995
Description:	Township 29 North, Range 114 West, 6th P.M.
Section:	1: S/2SW/4 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 11: N/2NE/4 12: N/2NW/4
Section:	Township 30 North-Range 114 West, 6th P.M. 34: E/2SE/4 35: S/2SW/4
Recorded:	Book 102 O & G, Page 204

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Lessor: John J. Chrismann
Lessee: Baseline Minerals, Inc.
Date: June 27, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
Section: 34: E/2SE/4
35: S/2SW/4

Recorded: Book 102 O & G, Page 514

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Lessor: Pamela C. Ready
Lessee: Baseline Minerals, Inc.
Date: June 27, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
Section: 34: E/2SE/4
35: S/2SW/4

Recorded: Book 102 O & G, Page 207

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Lessor: Pamela C. Johnson and Lou W. Johnson
Lessee: Baseline Minerals, Inc.
Date: June 27, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
Section: 34: E/2SE/4
35: S/2SW/4

Recorded: Book 102 O & G, Page 102

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Lessor: Penny D. Chrisman
Lessee: Baseline Minerals, Inc.
Date: June 27, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
Section: 34: E/2SE/4
35: S/2SW/4

Recorded: Book 102 O & G, Page 99

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Lessor: Julie S. McInnis
Lessee: Baseline Minerals, Inc.
Date: June 27, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
Section: 34: E/2SE/4
35: S/2SW/4

Recorded: Book 102 O & G, Page 105

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[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Lessee: Enger S. Lundershausen
Date: Baseline Minerals, Inc.
Description: June 27, 1995
Section: Township 29 North, Range 114 West, 6th P.M.
1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
34: E/2SE/4
35: S/2SW/4

Recorded: Book 102 O & G, Page 94

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Lessor: Dianna J. Goodman
Lessee: Baseline Minerals, Inc.
Date: December 15, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section:
1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
34: E/2SE/4
35: S/2SW/4

Recorded: Book 103 O & G, Page 94

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Lessor: Charles Goodman, Jr.
Lessee: Baseline Minerals, Inc.
Date: December 15, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section:
1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
34: E/2SE/4
35: S/2SW/4

Recorded: Book 103 O & G, Page 357

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Lessor: Shane Goodman
Lessee: Baseline Minerals, Inc.
Date: December 15, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section:
1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
34: E/2SE/4
35: S/2SW/4

Recorded: Book 103 O & G, Page 91

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Lessor: Shelley R. Goodman
Lessee: Baseline Minerals, Inc.
Date: December 15, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section:
1: S/2SW/4
2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4
11: N/2NE/4
12: N/2NW/4

Township 30 North-Range 114 West, 6th P.M.
34: E/2SE/4
35: S/2SW/4

Recorded: Book 103 O & G, Page 97

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Lessor: Karen Sue Luce Davis, Benny James Davis & Bradley Reece Davis
Lessee: Baseline Minerals, Inc.
Date: June 27, 1995
Description: Township 30 North, Range 114 West, 6th P.M.
Section:
34: N/2NE/4, SE/4NE/4
35: SW/4NW/4, NW/4SW/4

Recorded: Book 102 O & G, Page 92

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Lessor: The Fear Family Trust by the Rock Springs National Bank, Trustee
Lessee: Baseline Minerals, Inc.
Date: June 15, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 3: S/2SE/4

Recorded: Book 102 O & G, Page 97

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Lessor: Clarice Goldstone
Lessee: Baseline Minerals, Inc.
Date: August 16, 1995
Description: Township 29 North, Range 114 West, 6th P.M.
Section: 2: SW/4NE/4, NW/4SE/4, Lot 2

Township 30 North-Range 114 West, 6th P.M.
Section: 35: SW/4SE/4

Recorded: Book 102 O & G, Page 291

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Lessor: The Milleg Partnership
Lessee: Baseline Minerals, Inc.
Date: September 22, 1995
Description: Township 29 North-Range 114 West, 6th P. M.
Section: 24: E/2NE/4

Township 29 North-Range 113 West, 6th P. M.
18: Lot 4, N/2SE/4, SW/4SE/4, SE/4SW/4
19: Lot 1

Recorded: Book 103 O & G, Page 1

END OF EXHIBIT

[redacted] [redacted]

STATE OF WYOMING

COUNTY OF SUBLETTE

257650

RECORDED June 21, 1996 2:
IN BOOK 103 Misc PAGE 414
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated April 19, 1996, effective as of May 1, 1996 at 7:00 a.m. Eastern Time (the Effective Time"), is from **FORCENERGY GAS EXPLORATION, INC.**, a Delaware corporation ("Assignor"), whose address is 2730 SW 3rd Ave, Miami, Florida 33129 and to OGA 1994-1 Ltd ("Assignee") whose address is P.O. Box 26991, Austin, Tx 78755-0991.

FOR $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"), subject to the reservations set forth below:

1. The oil and gas wells described in Exhibit "A" hereto (the "Wells"), together with all oil, gas and mineral production from the Wells and all equipment and machinery associated therewith;

2. The leasehold estates created by the leases, licenses, permits and other agreements described in Exhibit A, INSOFAR BUT ONLY INSOFAR as they cover and relate to the land (the "Land") described in Exhibit A (the leasehold estates insofar as they cover the Land are called the "Leases"); together with all overriding royalty interests, production payments and other payments described in Exhibit A out of or measured by the value of oil and gas production;

3. All the property and rights incident to the Wells, the Land and the Leases, including, to the extent transferable, all agreements, product purchase and sale contracts, surface leases, gas gathering contracts, salt water disposal leases and wells, processing agreements, compression agreements, equipment leases, permits, gathering lines, rights-of-way, easements, licenses, farmouts and farmins, options, orders, pooling, spacing or consolidation agreements, unit agreements operating agreements and all other agreements relating thereto; and

4. All of the personal property, fixtures and improvements as of the Effective Time appurtenant to the Wells, or the Leases or used or obtained in connection with the operation of the Wells, or the Leases or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, provided however, any hydrocarbons produced prior to the Effective Time shall remain the property of Assignor even if they remain on the Leases after the Effective Time.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever subject to the reservation described below; provided, however, that **THE INTERESTS ARE TRANSFERRED AS IS, WHERE IS AND THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESSED, IMPLIED OR STATUTORY.**

Assignor also hereby grants and transfers to Assignee its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any,

Return to: EBCO
P.O. Box 22177
Oklahoma City, OK 73123

LOT #221.01

ORIGINAL

which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

From and after the Effective Time, Assignee shall assume all well plugging cost, surface cleanup and/or restoration costs and environmental liabilities regardless of whether such costs or liabilities accrued prior to, on or after the Effective Time.

The Parties agree that to the extent required to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. THE INTERESTS ARE ASSIGNED TO ASSIGNEE WITHOUT RECOURSE, COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (d) ANY IMPLIED OR EXPRESS WARRANTY OF TITLE. ASSIGNOR ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AS TO THE COMPLETENESS AND ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE INTERESTS BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE INTERESTS (IT BEING UNDERSTOOD THAT ALL RESERVE ESTIMATES ON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY INDIVIDUAL EVALUATION OF ASSIGNEE) AND AS TO THE PRICES THAT ASSIGNOR OR ASSIGNEE ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE INTERESTS.

ASSIGNEE CERTIFIES THAT IT IS NOT A "CONSUMER" WITHIN THE MEANING OF THE TEXAS DECEPTIVE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17, SECTIONS 17.41 ET SEQ., OF VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE, AS AMENDED (THE "DTPA") IF THE PROPERTIES ARE LOCATED IN TEXAS. ASSIGNEE COVENANTS, FOR ITSELF AND FOR AND IN BEHALF OF ANY SUCCESSORS AND ASSIGNS, THAT IF THE DTPA IS APPLICABLE, (I) ASSIGNEE HEREBY EXPRESSLY WAIVES AND RELEASES ALL OF ITS RIGHTS AND REMEDIES THEREUNDER (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED) AS APPLICABLE TO ASSIGNEE AND ITS SUCCESSORS; AND ASSIGNEE SHALL INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY ASSIGNEE OR ANY SUCCESSOR OR ANY OF ITS AFFILIATES BASED IN WHOLE OR IN PART ON THE DTPA, ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS ASSIGNMENT, AND ASSIGNEE'S LEGAL COUNSEL SHALL SIGN THIS WAIVER, AS REQUIRED BY SECTION 17.42(A)(3) OF THE DTPA. FURTHERMORE, ASSIGNEE EXPRESSLY AGREES THAT THIS WAIVER SHALL SURVIVE THE CLOSING, NOTWITHSTANDING ANY OTHER PROVISION IN THIS ASSIGNMENT TO THE CONTRARY.

By: _____
Name:
Counsel for Assignee

Unless provided otherwise, all recorded references in the Exhibit hereto are the official real property records of the counties in which the Interests are located.

Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory

[redacted] [redacted] [redacted]

requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights to enforce covenants, rights, titles, power and privileges set forth herein as fully as thought they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

It is the sole responsibility of the Assignee to pay any and all applicable taxes which may be associated with this transaction.

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

EXECUTED this 19th day of April, 1996 to be effective for all purposes as of the Effective Time.

FORCENERGY GAS EXPLORATION, INC.

WITNESS:

By: _____
Stig Wennerstrom
President

WITNESS:

ASSIGNEE: OGA-1 LTD.

By: _____
Richard Schmidt
Vice-President for the General Partner

STATE OF [illegible]
COUNTY OF [illegible]

This instrument was acknowledged before me on [illegible], 1996 by Stig Wennerstrom, President of FORCENERGY GAS EXPLORATION, INC., a Delaware Corporation.

Witness my hand and official seal.

_____
Notary Public
My Commission Expires: _____

KMC CIVLAND ASSIGN

STATE OF Colorado)
COUNTY OF Denver) (corporate)

Before me, the undersigned authority, on this day personally appeared Richard Schmidt known to me to be the person whose name is subscribed to the foregoing instrument as V.P. of General Partner of OGA 1994-1 Ltd., a _____ corporation, and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 19 day of April, 1996.

My commission expires:
6-28-97

Lori K. Navaretti
Notary Public in and for Denver
County, State of Colorado

* * * *

EXHIBIT "A", PAGE 1, STATE OF WYOMING, COUNTY OF SUBLETTE

NO.	LESSOR	LESSEE	LEASE DATE	LEASE EXP.	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
	USA W-0320797	Margaret E.Allen	12/1/65	10/19/89	T27N, R110W Sec. 23: E/2 SE/4 Sec. 26: NE/4NE/4 from the surface down to 14,892' Jefferson Federal #24-20	120		

[redacted]

[redacted]

[redacted]

ND\PAEXBA

418

419

257702

RECORDED June 25 1996 11:20 M
IN BOOK 103 016 PAGE 419
FEES $ 5.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

PARTIAL RELEASE

THIS PARTIAL RELEASE, dated as of June 17, 1996, is from NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), with an address of 1740 Broadway, Denver, Colorado 80274-8699, to MCMURRY OIL COMPANY, a Wyoming corporation ("Mortgagor"), Tax ID No. 83-0260973, with an address of Box 220, Casper, Wyoming 82602.

RECITALS

A. Mortgagor executed and delivered to Norwest Bank Wyoming, National Association ("Norwest Wyoming"), a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of October 1, 1993 (the "Original 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 Original Mortgage was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	11/23/93	95 O&G	441 (or 441A)

B. Norwest Wyoming executed and delivered to Secured Party, an Assignment of Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of October 31, 1995 (the "Assignment"), 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 Assignment was filed and recorded, among other places, as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	12/11/95	102 O&G	642

C. Mortgagor and Secured Party desire that, in connection with a sale to be made by Mortgagor to a third party, the Original Mortgage, as assigned pursuant to the Assignment (the "Mortgage"), be partially released INSOFAR AND ONLY INSOFAR as it covers the rights-of-way described in Exhibit A, together with any other rights-of-way relating to the "Jonah Field Gas Gathering System" which are being sold by Mortgagor (the "Released Rights-of-Way").

PARTIAL RELEASE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby remise, release and forever quitclaim to Mortgagor, its successors and assigns, all of

the right, title and interest which Secured Party may have under the Mortgage, in and to the Released Rights-of-Way. Except as specifically released hereby, the Mortgage shall remain in full force and effect and shall continue to cover Mortgagor's interest in any and all other properties described in the Mortgage.

EXECUTED as of the date first above written.

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

By: J. T. Reagan
Vice President

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

The foregoing instrument was acknowledged before me this 19th day of June, 1996, by J. T. Reagan, as Vice President of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association. Witness my hand and official seal.

Janice Gaskill
Notary Public

My commission expires: My Commission expires February 26, 1997

Janice Gaskill
Notary Public
Norwest Bank Denver, N.A.
1740 Broadway
Denver, CO 80274-8699

JANICE GASKILL NOTARY PUBLIC (SEAL) STATE OF COLORADO

EXHIBIT "A"

RIGHTS-OF-WAY

DATE	SERIAL NO.	DESCRIPTION
7/17/92	WYW-122385	Township 28 North, Range 108 West, 6th P.M. Section 4: Lot 3, SE/4SW/4, SW/4SE/4 Section 9: W/2NE/4, N/2SE/4, SE/4SE/4 Township 29 North, Range 108 West, 6th P.M. Section 2: Lot 1, SE/4NE/4, N/2SE/4,SW/4SE/4 Section 11: NW/4NE/4, E/2NW/4, NE/4SW/4, S/2SW/4 Section 14: W/2W/2 Section 15: SE/4SE/4 Section 22: E/2E/2 Section 27: E/2E/2 Section 34: E/2 Township 30 North, Range 108 West, 6th P.M. Section 25: W/2SE/4 Section 35: SE/4NE/4 Sublette County, Wyoming
12/13/94	WYW-127960 & WYW-127961	Township 28 North, Range 108 West, 6th P.M. Section 7: Lots 3 and 4, SW/4NE/4, SE/4NW/4, NE/4SW/4 Township 27 North, Range 109 West, 6th P.M. Section 6: Lots 2, 3, and 4 Township 28 North, Range 109 West, 6th P.M. Section 13: E/2NE/4, N/2SE/4, SW/4SE/4 Section 24: E/2NW/4, SW/4NW/4, W/2SW/4 Section 23: SE/4SE/4 Section 26: N/2NE/4, SW/4NE/4, SE/4NW/4, N/2SW/4, SW/4SW/4 Section 27: S/2S/2 Section 31: S/2SE/4 Section 32: SE/4NE/4, N/2SE/4, SW/4SE/4, S/2SW/4 Section 33: N/2N/2 Township 27 North, Range 110 West, 6th P.M. Section 1: Lots 1 and 2, SW/4NE/4, S/2NW/4 Section 2: S/2N/2, NW/4SW/4 Section 3: SE/4NE/4, N/2S/2 Section 4: N/2S/2, SW/4/SW/4 Section 5: S/2S/2 Section 6: Lot 7, SE/4SW/4, S/2SE/4

[redacted] [redacted] [redacted]

DATE	SERIAL NO.	DESCRIPTION
		Township 27 North, Range 111 West, 6th P.M. Section 1: Lots 1 and 2, S/2SW/4 Section 2: S/2S/2 Section 3: N/2SW/4, NW/4SE/4, S/2SE/4 Section 4: N/2SE/4
		Sublette County, Wyoming
12/1/94	WYW-133429	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1
		Township 26 North, Range 111 West, 6th P.M. Section 5: Lots 3 and 4 Section 6: Lots 1-4
		Lincoln County, Wyoming
		Township 27 North, Range 110 West, 6th P.M. Section 3: W/2SW/4 Section 4: SE/4SE/4 Section 8: S/2SE/4, NE/4SE/4 Section 9: S/2NW/4, NW/4SW/4, N/2NE/4, SW/4NE/4 Section 17: S/2NW/4, NE/4NW/4, NW/4SW/4, NW/4NE/4 Section 18: SE/4SW/4, S/2SE/4, NE/4SE/4 Section 19: Lot 1 and 2, NE/4NW/4
		Township 27 North, Range 111 West, 6th P.M. Section 24: SE/4SW/4, N/2SE/4, SW/4SE/4, SE/4NE/4 Section 25: N/2NW/4 Section 26: SE/4NW/4, N/2SW/4, SW/4SW/4, S/2NE/4, NE/4NE/4 Section 27: S/2SE/4, SW/4SW/4 Section 28: S/2SE/4 Section 32: Lots 2 and 3, N/2SE/4, SE/4NE/4 Section 33: N/2NW/4, SW/4NW/4 Section 34: N/2NW/4, NW/4NE/4
		Sublette County, Wyoming
3/9/93	WYW-127505	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 2, 3 and 4, SW/4SW/4
		Township 29 North, Range 108 West, 6th P.M. Section 34: SW/4, SE/4NW/4, SW/4NE/4
		Sublette County, Wyoming

EXHIBIT "A"

DATE	SERIAL NO.	DESCRIPTION
7/22/93	WYW-127953	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 4, SW/4SW/4 Section 6: SE/4SE/4 Section 7: NE/4 Sublette County, Wyoming
9/30/93	Amendment (WYW-127953)	Township 28 North, Range 108 West, 6th P.M. Section 6: Lot 2, SE/4SE/4 Sublette County, Wyoming
9/30/93	WYW-127972	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 4, NW/4SW/4SW/4 Section 6: SE/4SE/4 Section 7: NE/4 Section 8: W/2NW/4 Sublette County, Wyoming
7/25/94	WYW-132045	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1 and 2 Sublette County, Wyoming
11/1/94	WYW-133385	Township 28 North, Range 108 West, 6th P.M. Section 7: Lot 3, W/2NE/4, SE/4NW/4, NW/4NE/4SW/4 Sublette County, Wyoming
1/17/96	WYW-133468	Township 28 North, Range 108 West, 6th P.M. Section 9: SE/4SE/4 Section 10: S/2SW/4 Section 15: NE/4NW/4 Sublette County, Wyoming
9/26/96	WYW-133386	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 2 Township 29 North, Range 108 West, 6th P.M. Section 28: SW/4SE/4 Section 33: E/2 Sublette County, Wyoming

DATE	SERIAL NO.	DESCRIPTION
9/10/95	WYW-133480	Township 29 North, Range 108 West, 6th P.M. Section 27: SW/4SW/4 Section 28: S/2SE/4 Sublette County, Wyoming
9/19/95	WYW-135491	Township 29 North, Range 108 West, 6th P.M. Section 20: SE/4SE/4 Section 21: SW/4SW/4 Section 28: NW/4NW/4, S/2NW/4, NE/4SW/4, W/2SE/4 Sublette County, Wyoming
3/10/95	WYW-134536	Township 29 North, Range 108 West, 6th P.M. Section 26: SW/4NW/4 Section 27: SE/4NE/4, S/2 Sublette County, Wyoming
9/22/95	WYW-135473	Township 29 North, Range 108 West, 6th P.M. Section 28: SW/4NW/4 Section 29: SE/4NE/4, N/2SE/4, SW/4SE/4 Sublette County, Wyoming
5/21/96	WYW-138014	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1 Lincoln County, Wyoming
Pending Approval	WYW-136998	Township 29 North, Range 108 West, 6th P.M. Section 29: NW/4SE/4, SW/4NE/4, SE/4NW/4, SW/4NW/4 Section 30: SE/4NE/4, SW/NE/4
Pending Approval	WYW-137887	Township 29 North, Range 108 West, 6th P.M. Section 25: SW/4SW/4 Section 26: S/2 Section 27: SE/4SE/4 Sublette County, Wyoming
1/29/93	5327 (State of Wyoming)	Township 30 North, Range 108 West, 6th P.M. Section 36: W/2W/2NE/4 Sublette County, Wyoming

CONVEYANCE AND ASSIGNMENT

This Conveyance and Assignment ("Assignment") dated effective as of May 31, 1996 ("Effective Time") is from **McMurry Oil Company**, a Wyoming corporation, having an address of P.O. Box 220, Casper, Wyoming 82620 (hereinafter sometimes referred to as "Assignor"), to **Green River Pipeline Limited Liability Company**, a Wyoming limited liability company, having an address of 350 Big Horn Road, Casper, Wyoming 80601 (hereinafter sometimes referred to as "Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, granted, conveyed and assigned and does hereby transfer, grant, convey and assign to Assignee, effective for all purposes as of the Effective Time, all of Assignor's right, title and interest of whatever kind or character, whether legal or equitable, and whether vested or contingent, in and to the easements, right-of-way grants and use permits set forth on Exhibit "A" attached hereto and made a part hereof and such other permits, licenses and other similar authorizations for the use and occupancy of the land associated with the Jonah Field Gathering System located in Sublette and Lincoln Counties, Wyoming, as depicted on the plat attached hereto and made a part hereof as Exhibit "B" ("Rights-of-Way").

TO HAVE AND TO HOLD, subject to the terms and other provisions herein stated the Rights-of-Way unto Assignee, its successors and assigns, FOREVER.

Assignor hereby covenants with Assignee, its successors and assigns, to warrant and defend title to that portion of the Rights-of-Way conveyed by Assignor hereunder as against the claims of all parties claiming by, through or under such Assignor but not otherwise. Moreover, this Assignment is made with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of any of Assignor's respective predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation and all rights of actions by warranty against all former owners of the Rights-of-Way.

Assignee does hereby confirm and accept, agree to recognize and perform the obligations and be subject to the terms, provisions and conditions of the Rights-of-Way set forth on Exhibit "A" attached hereto and made a part hereof.

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.

257703

RECORDED June 25 1996 11:20 AM
IN BOOK 103 Oto PAGE 425
FEES $ 10.50 COUNTY CLERK
SUBLETTE COUNTY
By Cathy Barton

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

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

All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records and with any governmental agency are made for all purposes.

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

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

EXECUTED on June 18, 1996, to be effective for all purposes as of the Effective Time.

ATTEST:

By: James W. Curry
Assistant Secretary

ASSIGNOR:

McMURRY OIL COMPANY,
a Wyoming corporation

JOHN W. MARTIN, President

ATTEST:

James W. Curry

ASSIGNEE:

GREEN RIVER PIPELINE LIMITED LIABILITY COMPANY, a Wyoming limited liability company

JOHN W. MARTIN, President of McMurry Oil Company, Manager

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

SUBSCRIBED AND SWORN to before me by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 18 day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: _____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

SUBSCRIBED AND SWORN to before me by John W. Martin President of McMurry Oil Company, as Manager of Green River Pipeline Limited Liability Company, a Wyoming limited liability company, on behalf of the company, this 18 day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: _____

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Conveyance and Assignment dated effective May 31, 1996 by and between McMurry Oil Company and Green River Pipeline Limited Liability Company.

RIGHTS-OF-WAY

DATE	SERIAL NO.	DESCRIPTION
7/17/92	WYW-122385	Township 28 North, Range 108 West, 6th P.M. Section 4: Lot 3, SE/4SW/4, SW/4SE/4 Section 9: W/2NE/4, N/2SE/4, SE/4SE/4 Township 29 North, Range 108 West, 6th P.M. Section 2: Lot 1, SE/4NE/4, N/2SE/4,SW/4SE/4 Section 11: NW/4NE/4, E/2NW/4, NE/4SW/4, S/2SW/4 Section 14: W/2W/2 Section 15: SE/4SE/4 Section 22: E/2E/2 Section 27: E/2E/2 Section 34: E/2 Township 30 North, Range 108 West, 6th P.M. Section 25: W/2SE/4 Section 35: SE/4NE/4 Sublette County, Wyoming
12/13/94	WYW-127960 & WYW-127961	Township 28 North, Range 108 West, 6th P.M. Section 7: Lots 3 and 4, SW/4NE/4, SE/4NW/4, NE/4SW/4 Township 27 North, Range 109 West, 6th P.M. Section 6: Lots 2, 3, and 4 Township 28 North, Range 109 West, 6th P.M. Section 13: E/2NE/4, N/2SE/4, SW/4SE/4 Section 24: E/2NW/4, SW/4NW/4, W/2SW/4 Section 23: SE/4SE/4 Section 26: N/2NE/4, SW/4NE/4, SE/4NW/4, N/2SW/4, SW/4SW/4 Section 27: S/2S/2 Section 31: S/2SE/4 Section 32: SE/4NE/4, N/2SE/4, SW/4SE/4, S/2SW/4 Section 33: N/2N/2 Township 27 North, Range 110 West, 6th P.M. Section 1: Lots 1 and 2, SW/4NE/4, S/2NW/4 Section 2: S/2N/2, NW/4SW/4 Section 3: SE/4NE/4, N/2S/2 Section 4: N/2S/2, SW/4/SW/4 Section 5: S/2S/2 Section 6: Lot 7, SE/4SW/4, S/2SE/4

EXHIBIT "A"

DATE	SERIAL NO.	DESCRIPTION
		Township 27 North, Range 111 West, 6th P.M. Section 1: Lots 1 and 2, S/2SW/4 Section 2: S/2S/2 Section 3: N/2SW/4, NW/4SE/4, S/2SE/4 Section 4: N/2SE/4 Sublette County, Wyoming
12/1/94	WYW-133429	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1 Township 26 North, Range 111 West, 6th P.M. Section 5: Lots 3 and 4 Section 6: Lots 1-4 Lincoln County, Wyoming Township 27 North, Range 110 West, 6th P.M. Section 3: W/2SW/4 Section 4: SE/4SE/4 Section 8: S/2SE/4, NE/4SE/4 Section 9: S/2NW/4, NW/4SW/4, N/2NE/4, SW/4NE/4 Section 17: S/2NW/4, NE/4NW/4, NW/4SW/4, NW/4NE/4 Section 18: SE/4SW/4, S/2SE/4, NE/4SE/4 Section 19: Lot 1 and 2, NE/4NW/4 Township 27 North, Range 111 West, 6th P.M. Section 24: SE/4SW/4, N/2SE/4, SW/4SE/4, SE/4NE/4 Section 25: N/2NW/4 Section 26: SE/4NW/4, N/2SW/4, SW/4SW/4, S/2NE/4, NE/4NE/4 Section 27: S/2SE/4, SW/4SW/4 Section 28: S/2SE/4 Section 32: Lots 2 and 3, N/2SE/4, SE/4NE/4 Section 33: N/2NW/4, SW/4NW/4 Section 34: N/2NW/4, NW/4NE/4 Sublette County, Wyoming
3/9/93	WYW-127505	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 2, 3 and 4, SW/4SW/4 Township 29 North, Range 108 West, 6th P.M. Section 34: SW/4, SE/4NW/4, SW/4NE/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

EXHIBIT "A"

DATE	SERIAL NO.	DESCRIPTION
7/22/93	WYW-127953	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 4, SW/4SW/4 Section 6: SE/4SE/4 Section 7: NE/4 Sublette County, Wyoming
9/30/93	Amendment (WYW-127953)	Township 28 North, Range 108 West, 6th P.M. Section 6: Lot 2, SE/4SE/4 Sublette County, Wyoming
9/30/93	WYW-127972	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 4, NW/4SW/4SW/4 Section 6: SE/4SE/4 Section 7: NE/4 Section 8: W/2NW/4 Sublette County, Wyoming
7/25/94	WYW-132045	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1 and 2 Sublette County, Wyoming
11/1/94	WYW-133385	Township 28 North, Range 108 West, 6th P.M. Section 7: Lot 3, W/2NE/4, SE/4NW/4, NW/4NE/4SW/4 Sublette County, Wyoming
1/17/96	WYW-133468	Township 28 North, Range 108 West, 6th P.M. Section 9: SE/4SE/4 Section 10: S/2SW/4 Section 15: NE/4NW/4 Sublette County, Wyoming
9/26/96	WYW-133386	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 2 Township 29 North, Range 108 West, 6th P.M. Section 28: SW/4SE/4 Section 33: E/2 Sublette County, Wyoming

EXHIBIT "A"

DATE	SERIAL NO.	DESCRIPTION
9/10/95	WYW-133480	Township 29 North, Range 108 West, 6th P.M. Section 27: SW/4SW/4 Section 28: S/2SE/4 Sublette County, Wyoming
9/19/95	WYW-135491	Township 29 North, Range 108 West, 6th P.M. Section 20: SE/4SE/4 Section 21: SW/4SW/4 Section 28: NW/4NW/4, S/2NW/4, NE/4SW/4, W/2SE/4 Sublette County, Wyoming
3/10/95	WYW-134536	Township 29 North, Range 108 West, 6th P.M. Section 26: SW/4NW/4 Section 27: SE/4NE/4, S/2 Sublette County, Wyoming
9/22/95	WYW-135473	Township 29 North, Range 108 West, 6th P.M. Section 28: SW/4NW/4 Section 29: SE/4NE/4, N/2SE/4, SW/4SE/4 Sublette County, Wyoming
5/21/96	WYW-138014	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1 Lincoln County, Wyoming
Pending Approval	WYW-136998	Township 29 North, Range 108 West, 6th P.M. Section 29: NW/4SE/4, SW/4NE/4, SE/4NW/4, SW/4NW/4 Section 30: SE/4NE/4, SW/NE/4
Pending Approval	WYW-137887	Township 29 North, Range 108 West, 6th P.M. Section 25: SW/4SW/4 Section 26: S/2 Section 27: SE/4SE/4 Sublette County, Wyoming
1/29/93	5327 (State of Wyoming)	Township 30 North, Range 108 West, 6th P.M. Section 36: W/2W/2NE/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Conveyance and Assignment, dated effective May 31, 1996, from McMurry Oil Company to Green River Pipeline Limited Liability Company.

PLAT

The Jonah Field Gas Gathering System Pipe is depicted on this plat with the Rights-of-Way described on Exhibit "A" attached hereto covering the lands upon which the pipeline, equipment and facilities pertaining thereto are contained.

433

R 108 W

R 107 W

T 29 N

T 28 N

NEW FORK

210 BBL Liquids Tank
Seperator
4" Pig Receiver

M1.0

M2.0

M2.65
4" Block Valve
2-2" Blow Down

M3.0

M3.75
4" Block Valve
2-2" Blow Down

M4.0

4" Dia. Jonah
North Pipeline

M5.0

M5.46
4" Block Valve
2-2" Blow Down

M6.0

3" Dia. Pipeline
20 Mi. Length

3-26

M6.79
4 X 3 T 5-26 Lat
4 X 4 T Future

M7.0

M7.09

M7.11
Road Crossing
4" Block Valve
2-2 Blow Down

M7.71
32-34
4 X 4 T Old 32-34 Tie In(Not in use)

M7.8 (COMPRESSOR STATION)
5-4 X 3 Ts Comp. Connect, 32-34 Tie In
1-4 X 4 T-Lateral To 1-4, Wardell 3-15
1-4" Block Valve
1-4" Check
1-3" Block Valve
1-3" Check
1-4" Pig Launcher

M8.0
32-34
1-4
73 Mi
Length

M8.59
4 X 3 T Future

M8.65
4 X 3 T 15-28 Lat
4 X 3 T 2-5, 15-28
Loop/Meter Run

M8.6
4 X 3 T 2-5 Lat

M9.0
4 X 3 T 1-5 Tie In

3" Dia.
Pipeline
.14 Mi Length

1-4
4 X 3 T
1-4 Tie In

M9.8
4 X 3 T 1-7, 2-8 Lat
4" Flg, 3" Blow Down
4 X 4 T
4" Block Valve

M9.34
4 X 3 T 1-6 Lat
4 X 3 T Future

4" Dia Pipeline
.66 Mi Length

3" Flange

M10.0

4" Dia
Pipeline
1.25 Mi. Length

4" Dia
Pipeline

4" Dia Pipeline
5 Mi Length

2-3" Flgs
15-28 Tie In
13-27 Lat

4" Dia Pipeline
1-4 Wardell
1.26 Mi Length

67 Miles

PAGE 1

R 109 W

T 28 N

[redacted]

[redacted]

Begin 8" Dia Jonah West Pipeline

M10 38
8 X 8 T
6 X 8 Swage w/ Flg
3-7 Lat
2" Blow Down

M10 0
4 X 3 T
3-7 Tie In

3" 280' Long Line

4 X 3 T 1-7 2-8 Lat
4" Flg, 3" Blow Down
4 X 4 T
3" Block Valve

1-7

2-8

6 Dia Pipeline
66 Mi Length

3" Flange

Road

8

4-8

M10 95
8 X 4 T Future

M11 00
Jonah West
300 BBL Liquids Tank
Pig Launcher
Seperator
Double
Manifold

M12 0

M13 0

M13 48
8 X 4 T Future

M14.0

M15.0

M16.0

32
T w/4" Blow Down
re

9 10 11 12 7 8

16 15 14 13 18 17

21 22 23 24 19 20

28 27 26 25 30 29

33 34 35 36 31 32

4 3 2 1 6 5

9 10 11 12 7 8

16 15 14 13 18 17

21 22 23 24 19 20

PAGE 2

10 11 12 7 8 9

R 109 W

15 14 13 18 17 16

T 28 N

22 23 24 19 20 21

27 26 25 30 29 28

34 35 36 31 32 33

8"Dia Jonah West Pipeline

M 16.0

M 16.32

8 X 4 T w/4" Blow Down Future

M 17.0

M 18.00

8"Block Valve

M 18.0

M 17.50

8 X 4 T w/2" Blow Down Future

M 18.20

8 X 4 T w/2" Blow Down Future

M 18.0

M 20.0

M 21.0

M 21.62

M 22.0

3 2 1 6 5 4

T 27 N

10 11 12 7 8 9

15 14 13 18 17 16

22 23 24 19 20 21

R 110 W

2[redacted] 26 [redacted] 30

PAGE 3

[redacted] 28

[redacted]

[redacted]

[redacted]

34 35 36 31 32 33

3 2 1 6 5 4

10 11 12 7 8 9

15 14 13 18 17 16

22 23 24 19 20 21

27 26 25 30 29 28

34 35 36 31 32 33

3 2 1 6 5 4

R 111 W

R 110 W

T 27 N

67 M-1 Road

8" Dia Jonah Southwest Pipeline

M 23.0

M 24.0

M 25.0

M 25.6

M 25.61

M 26.0

M 26.85

M 27.0 Hunt Road Crossing

M 28.0

M 29.05

M 29.20

M 29.0

Jefferson Pipeline Crossing

8 X 4 Tee w/Blind Future

JONAH WEST
300 BBL Liquids Tank
8" Pig Receiver
Liquid Separator

Water & 6 5/8" Line

Connection

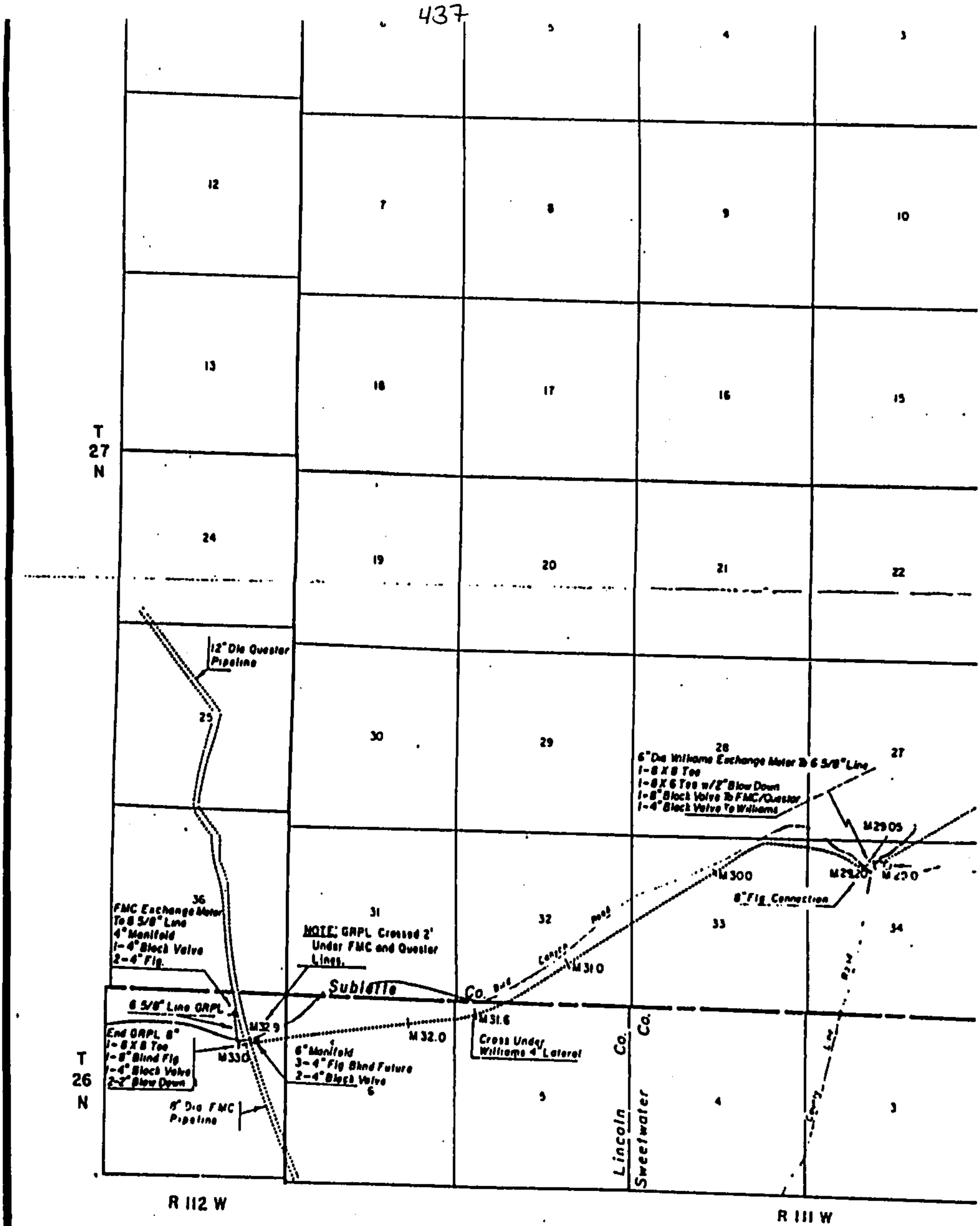
Lay

Canal

Road

PAGE 4

436



[redacted] [redacted] PAGE [redacted]

[redacted] [redacted] [redacted]

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This Conveyance, Assignment and Bill of Sale ("Assignment") dated effective as of June 20, 1996 ("Effective Time") is from **Green River Pipeline Limited Liability Company**, a Wyoming limited liability company, having an address of 350 Big Horn Road, Casper, Wyoming 80601, and **Jonah Pipeline Company**, a Michigan corporation, having an address of 150 West Jefferson Street, Suite 1700, Detroit, Michigan 48226 (hereinafter sometimes referred to as "Assignors"), to **Jonah Gas Gathering Company**, a Wyoming general partnership, having an address of 350 Big Horn Road, Casper, Wyoming 80601 (hereinafter sometimes referred to as "Assignee").

WHEREAS, McMurry Oil Company, a Wyoming corporation, has heretofore conveyed all of its right, title and interest in the Rights-of-Way and Agreements, as hereinafter defined, to Green River Pipeline Limited Liability Company, a Wyoming limited liability company; and Green River Pipeline Limited Liability Company has heretofore conveyed an undivided 33.333% of its right, title and interest in the Assets, as hereinafter defined, to Jonah Pipeline Company, a Michigan corporation.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors have transferred, granted, conveyed and assigned and do hereby transfer, grant, convey and assign to Assignee, effective for all purposes as of the Effective Time, all of Assignors' right, title and interest of whatever kind or character, whether legal or equitable, and whether vested or contingent, in and to the Jonah Field Gas Gathering System ("System") located in Sublette and Lincoln Counties, Wyoming, as depicted on the plat attached hereto and made a part hereof as Exhibit "A" comprised of the following described properties and assets ("Assets"):

(a) The easements, right-of-way grants and use permits set forth on Exhibit "B" attached hereto and made a part hereof and such other permits, licenses and other similar authorizations for the use and occupancy of the land associated with the System ("Rights-of-Way");

(b) The tanks, separators, pipe/valving, pig receivers/launchers, manifolds set forth on Exhibit "C" attached hereto and made a part hereof and all attendant personal property used directly in connection with the operation of the System, excluding, however, tanks not connected thereto, trailers, all communication equipment and all mobile equipment such as trucks, forklifts, backhoes and other motor vehicles ("Pipe and Equipment"); and

257704

RECORDED Jun 25 1996 11:29 AM
IN BOOK 103 016 PAGE 438
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sanders

(c) The contracts and agreements set forth on Exhibit "D" attached hereto and made a part hereof ("Agreements").

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

Assignors, respectively, hereby covenant with Assignee, its successors and assigns, to warrant and defend title to that portion of the Rights-of-Way conveyed by Assignors hereunder as against the claims of all parties claiming by, through or under such Assignor but not otherwise. Moreover, this Assignment is made with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of any of Assignors' respective predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation and all rights of actions by warranty against all former owners of the Rights-of-Way.

Assignee does hereby confirm and accept, agree to recognize and perform the obligations and be subject to the terms, provisions and conditions of the Rights-of-Way and Agreements set forth on Exhibits "B" and "D" attached hereto and made a part hereof.

All Pipe and Equipment conveyed herein are assigned to Assignee is ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNOR SPECIFICALLY DISCLAIMS ALL WARRANTIES AS TO THE CONDITION, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

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.

This Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

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

All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records and with any governmental agency are made for all purposes.

[redacted] [redacted] [redacted]

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

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

EXECUTED on June 18, 1996, to be effective for all purposes as of the Effective Time.

ATTEST:

By: _____
Assistant Secretary

ASSIGNORS:

GREEN RIVER PIPELINE LIMITED LIABILITY COMPANY

_____
JOHN W. MARTIN, President of
McMurry Oil Company, Manager

JONAH PIPELINE COMPANY

By: _____
Name: P.E. Doonan
Title: Attorney-in-Fact

ATTEST:

ASSIGNEE:

JONAH GAS GATHERING COMPANY

_____
JOHN W. MARTIN, President of
McMurry Oil Company, Manager
Green River Pipeline Limited
Liability Company,
Managing Partner

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

SUBSCRIBED AND SWORN to before me by John W. Martin as President of McMurry Oil Company, Manager of Green River Pipeline Limited Liability Company, a Wyoming limited liability company, on behalf of the company, this 18 day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: _____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me by P. E. Dahon as Attorney-in-fact of Jonah Pipeline Company, a Michigan corporation, on behalf of the corporation, this 19th day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
MY COMMISSION EXPIRES:
March 31, 1999

NOTARY PUBLIC STATE OF COLORADO

Sharon E Lewis
Notary Public
Address: 1775 Sherman St., #1400
Denver, Colorado 80203

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

SUBSCRIBED AND SWORN to before me by John W. Martin, President of McMurry Oil Company, Manager of Green River Pipeline Limited Liability Company, Managing General Partner of Jonah Gas Gathering Company, a Wyoming general partnership, on behalf of the partnership, this 18 day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

Annita Ealum
Notary Public
Address: _____

_____

c:\wpdata\smt\mcmurry\greenrfv\grjp-jgg.asn

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated effective June 20, 1996 by and between Green River Pipeline Limited Liability Company and Jonah Pipeline Company, Assignors, and Jonah Gas Gathering Company, Assignee.

PLAT

The Jonah Field Ga Gathering System Pipe and Equipment is located upon the lands described on Exhibit "B" attached hereto; and the pipeline, equipment and facilities are depicted on this Exhibit "A".

[redacted] [redacted] [redacted]

R 108 W

R 107 W

T 29 N

T 28 N

NEW FORK

210 BBL Liquids Tank
Separator
4" Pig Receiver

M1.0

M2.0

M2.65
4" Block Valve
2-2" Blow Down

M3.0

M3.75
4" Block Valve
2-2" Blow Down

M4.0

4" Dia. Jonah
North Pipeline

M5.0

M5.46
4" Block Valve
2-2" Blow Down

M6.0

3" Dia. Pipeline
20 Mi. Length

3-26

67 Miles

M6.79
4 X 3 T 3-26 Lat
4 X 4 T Future

M7.0

M7.09

M7.11
Road Crossing
4" Block Valve
2-2 Blow Down

M7.71
32-34
4 X 4 T Old 32-34 Tie In (Not in use)

M7.8 (COMPRESSOR STATION)
3 - 4 X 3 Ts Comp. Connect, 32-34 Tie In
1 - 4 X 4 T - Lateral To I-4, Wardell 3-15
1 - 4" Block Valve
1 - 4" Check
1 - 3" Block Valve
1 - 3" Check
1 - 4" Pig Launcher

M8.0

32-34
I-4
73 Mi
Length

M8.39
4 X 3 T Future

M8.65
4 X 3 T 15-28 Lat
4 X 3 T 2-5, 15-28
Loop/Meter Run

M8.6
4 X 3 T 2-5 Lat

M9.0
4 X 3 T I-5 Tie In

M9.8
4 X 3 T I-7, 2-8 Lat
4" Flg, 3" Blow Down
4 X 4 T
4" Block Valve

M9.34
4 X 3 T I-6 Lat
4 X 3 T Future

4" Dia. Pipeline
.5 Mi Length

2-3" Flgs
15-28 Tie In
13-27 Lat

4" Dia
Pipeline

4" Dia
Pipeline
1.25 Mi. Length

4" Dia. Pipeline
66 Mi Length

3" Flange

3" Dia.
Pipeline
.14 Mi Length

4 X 3 T
I-4 Tie In

4" Dia. Pipeline
I-4 Wardell
1.26 Mi Length

16-20

13-28

13-27

2-5

I-4

I-5

I-6

I-7

3-8

3-26

PAGE 1

444

445

R 109 W

T 28 N

4" Dia Pipeline 66 M Length

3" Flange

Road

4X3 T 1-7 Tie In

Begin 8" Dia Jonah West Pipeline

M10 38 8X8 T 8X8 Swage w/Fig 3-7 Lat 2" Blow Down

M10 0

8" 280' Length

M10 95 8X4 T Future

M11 00 Jonah West 300 BBL Liquids Tank Pig Launcher Seperator Double Manifold

M12.0

M13 0

M13 48 8X4 T Future

M14.0

M15.0

M16.0

32 T w/4" Blow Down re

PAGE 2

R 109 W

T 28 N

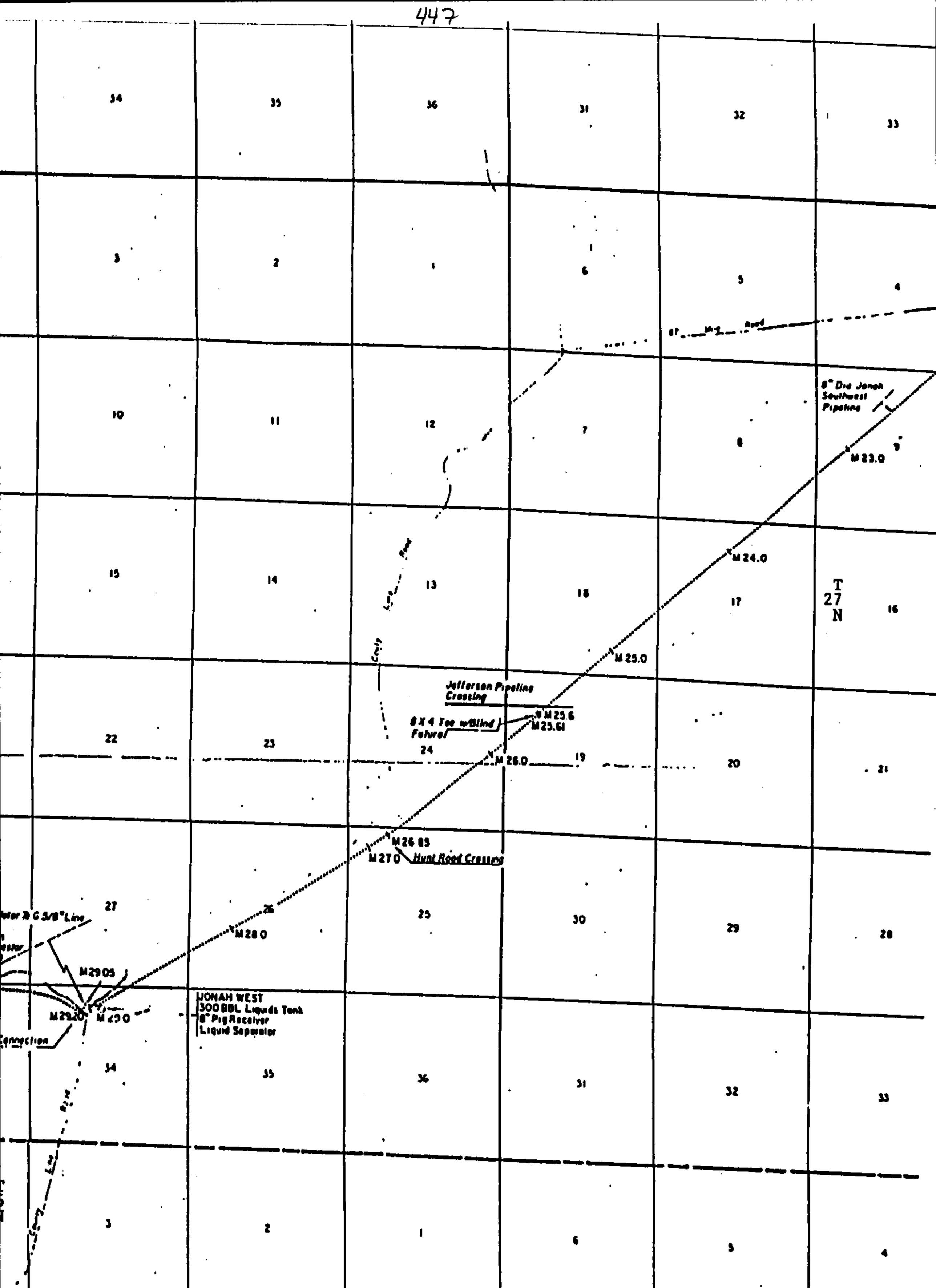
T 27 N

M 22.0
M 21.62
M 21.0
M 20.0
M 19.0
M 18.20
8 X 4 T w/2" Blow Down Future
M 18.08
8" Block Valve
M 18.0
M 17.50
8 X 4 T w/2" Blow Down Future
M 17.0
8" Dia Jonah West Pipeline
M 16.32
8 X 4 T w/4" Blow Down Future
M 16.0

R 110 W

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PAGE 3


34
35
36
31
32
33
3
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11
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17
16
22
23
24
19
20
21
27
26
25
30
29
28
34
35
36
31
32
33
3
2
1
6
5
4
T 27 N
R 111 W
R 110 W
8" Dia Jonah Southwest Pipeline
M 23.0
M 24.0
M 25.0
Jefferson Pipeline Crossing
8 X 4 Tee w/Blind Future
M 25.6
M 25.61
M 26.0
M 26 85
M 27 0
Hunt Road Crossing
M 28 0
M 29 05
M 29.20
M 29 0
Connection
JONAH WEST
300 BBL Liquids Tank
8" Pig Receiver
Liquid Seperator

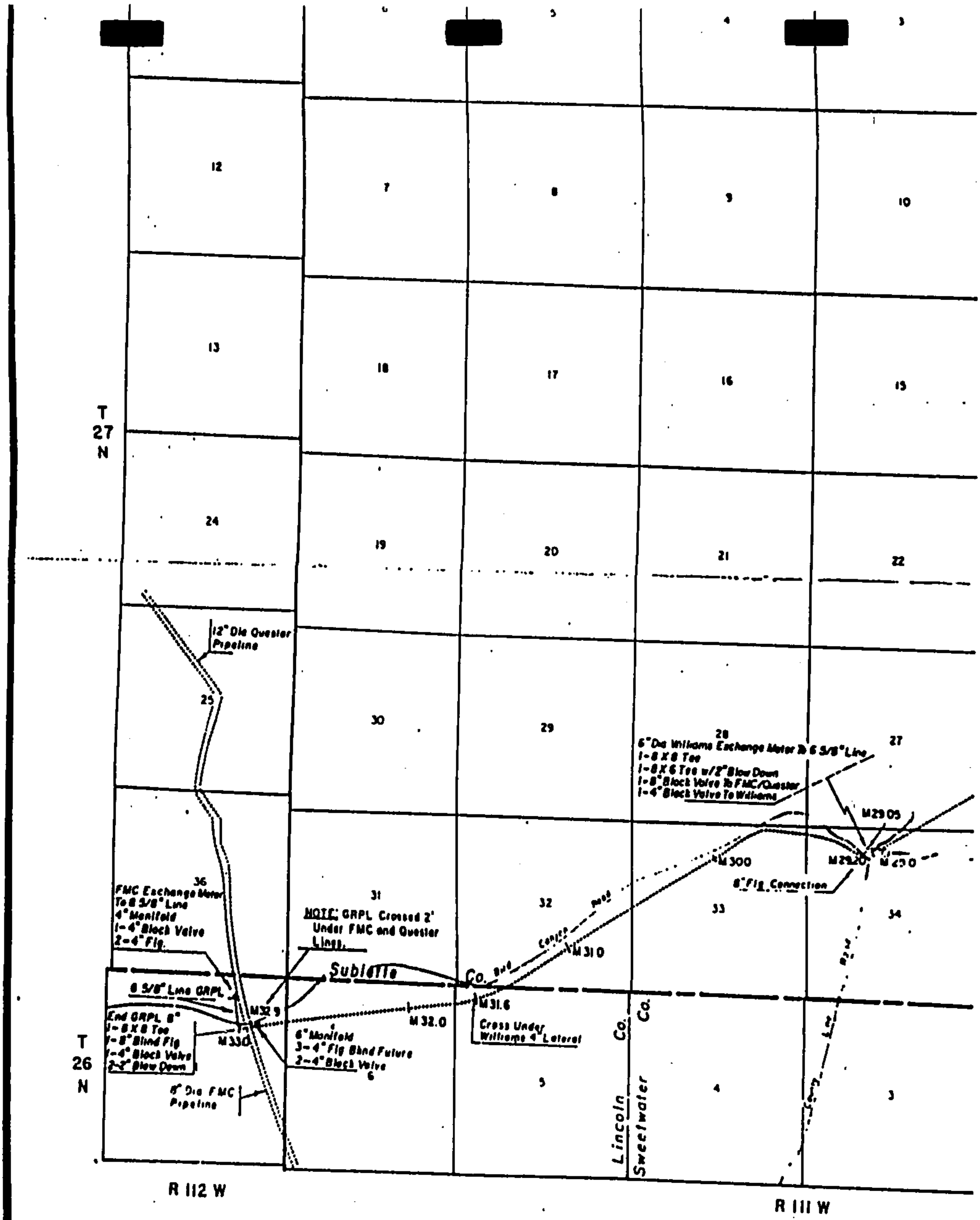

T 27 N
T 26 N
R 112 W
R 111 W
12" Dia Questar Pipeline
6" Dia FMC Pipeline
6 5/8" Line GRPL
End GRPL 8"
1-8 X 8 Tee
1-8" Blind Flg
1-4" Block Valve
2-2" Blow Down
M33.0
M32.9
M32.0
6" Manifold
3-4" Flg Blind Future
2-4" Block Valve
NOTE: GRPL Crossed 2' Under FMC and Questar Lines.
FMC Exchange Meter To 6 5/8" Line
4" Manifold
1-4" Block Valve
2-4" Flg.
Sublette Co.
M31.6
Cross Under Williams 4" Lateral
M31.0
6" Dia Williams Exchange Meter To 6 5/8" Line
1-8 X 8 Tee
1-8 X 6 Tee w/2" Blow Down
1-8" Block Valve To FMC/Questar
1-4" Block Valve To Williams
M30.0
M29.5
M29.0
8" Flg Connection
Lincoln Co.
Sweetwater Co.

EXHIBIT "B"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated effective June 20, 1996 by and between Green River Pipeline Limited Liability Company and Jonah Pipeline Company, Assignors, and Jonah Gas Gathering Company, Assignee.

RIGHTS-OF-WAY

DATE	SERIAL NO.	DESCRIPTION
7/17/92	WYW-122385	Township 28 North, Range 108 West, 6th P.M. Section 4: Lot 3, SE/4SW/4, SW/4SE/4 Section 9: W/2NE/4, N/2SE/4, SE/4SE/4 Township 29 North, Range 108 West, 6th P.M. Section 2: Lot 1, SE/4NE/4, N/2SE/4,SW/4SE/4 Section 11: NW/4NE/4, E/2NW/4, NE/4SW/4, S/2SW/4 Section 14: W/2W/2 Section 15: SE/4SE/4 Section 22: E/2E/2 Section 27: E/2E/2 Section 34: E/2 Township 30 North, Range 108 West, 6th P.M. Section 25: W/2SE/4 Section 35: SE/4NE/4 Sublette County, Wyoming
12/13/94	WYW-127960 & WYW-127961	Township 28 North, Range 108 West, 6th P.M. Section 7: Lots 3 and 4, SW/4NE/4, SE/4NW/4, NE/4SW/4 Township 27 North, Range 109 West, 6th P.M. Section 6: Lots 2, 3, and 4 Township 28 North, Range 109 West, 6th P.M. Section 13: E/2NE/4, N/2SE/4, SW/4SE/4 Section 24: E/2NW/4, SW/4NW/4, W/2SW/4 Section 23: SE/4SE/4 Section 26: N/2NE/4, SW/4NE/4, SE/4NW/4, N/2SW/4, SW/4SW/4 Section 27: S/2S/2 Section 31: S/2SE/4 Section 32: SE/4NE/4, N/2SE/4, SW/4SE/4, S/2SW/4 Section 33: N/2N/2 Township 27 North, Range 110 West, 6th P.M. Section 1: Lots 1 and 2, SW/4NE/4, S/2NW/4 Section 2: S/2N/2, NW/4SW/4 Section 3: SE/4NE/4, N/2S/2 Section 4: N/2S/2, SW/4/SW/4 Section 5: S/2S/2 Section 6: Lot 7, SE/4SW/4, S/2SE/4

[redacted] [redacted] [redacted]

DATE	SERIAL NO.	DESCRIPTION
		Township 27 North, Range 111 West, 6th P.M. Section 1: Lots 1 and 2, S/2SW/4 Section 2: S/2S/2 Section 3: N/2SW/4, NW/4SE/4, S/2SE/4 Section 4: N/2SE/4 Sublette County, Wyoming
12/1/94	WYW-133429	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1 Township 26 North, Range 111 West, 6th P.M. Section 5: Lots 3 and 4 Section 6: Lots 1-4 Lincoln County, Wyoming Township 27 North, Range 110 West, 6th P.M. Section 3: W/2SW/4 Section 4: SE/4SE/4 Section 8: S/2SE/4, NE/4SE/4 Section 9: S/2NW/4, NW/4SW/4, N/2NE/4, SW/4NE/4 Section 17: S/2NW/4, NE/4NW/4, NW/4SW/4, NW/4NE/4 Section 18: SE/4SW/4, S/2SE/4, NE/4SE/4 Section 19: Lot 1 and 2, NE/4NW/4 Township 27 North, Range 111 West, 6th P.M. Section 24: SE/4SW/4, N/2SE/4, SW/4SE/4, SE/4NE/4 Section 25: N/2NW/4 Section 26: SE/4NW/4, N/2SW/4, SW/4SW/4, S/2NE/4, NE/4NE/4 Section 27: S/2SE/4, SW/4SW/4 Section 28: S/2SE/4 Section 32: Lots 2 and 3, N/2SE/4, SE/4NE/4 Section 33: N/2NW/4, SW/4NW/4 Section 34: N/2NW/4, NW/4NE/4 Sublette County, Wyoming
3/9/93	WYW-127505	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 2, 3 and 4, SW/4SW/4 Township 29 North, Range 108 West, 6th P.M. Section 34: SW/4, SE/4NW/4, SW/4NE/4 Sublette County, Wyoming

EXHIBIT "B"

DATE	SERIAL NO.	DESCRIPTION
7/22/93	WYW-127953	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 4, SW/4SW/4 Section 6: SE/4SE/4 Section 7: NE/4 Sublette County, Wyoming
9/30/93	Amendment (WYW-127953)	Township 28 North, Range 108 West, 6th P.M. Section 6: Lot 2, SE/4SE/4 Sublette County, Wyoming
9/30/93	WYW-127972	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 4, NW/4SW/4SW/4 Section 6: SE/4SE/4 Section 7: NE/4 Section 8: W/2NW/4 Sublette County, Wyoming
7/25/94	WYW-132045	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1 and 2 Sublette County, Wyoming
11/1/94	WYW-133385	Township 28 North, Range 108 West, 6th P.M. Section 7: Lot 3, W/2NE/4, SE/4NW/4, NW/4NE/4SW/4 Sublette County, Wyoming
1/17/96	WYW-133468	Township 28 North, Range 108 West, 6th P.M. Section 9: SE/4SE/4 Section 10: S/2SW/4 Section 15: NE/4NW/4 Sublette County, Wyoming
9/26/96	WYW-133386	Township 28 North, Range 108 West, 6th P.M. Section 5: Lot 2 Township 29 North, Range 108 West, 6th P.M. Section 28: SW/4SE/4 Section 33: E/2 Sublette County, Wyoming

[redacted] [redacted] [redacted]

EXHIBIT "B"

DATE	SERIAL NO.	DESCRIPTION
9/10/95	WYW-133480	Township 29 North, Range 108 West, 6th P.M. Section 27: SW/4SW/4 Section 28: S/2SE/4 Sublette County, Wyoming
9/19/95	WYW-135491	Township 29 North, Range 108 West, 6th P.M. Section 20: SE/4SE/4 Section 21: SW/4SW/4 Section 28: NW/4NW/4, S/2NW/4, NE/4SW/4, W/2SE/4 Sublette County, Wyoming
3/10/95	WYW-134536	Township 29 North, Range 108 West, 6th P.M. Section 26: SW/4NW/4 Section 27: SE/4NE/4, S/2 Sublette County, Wyoming
9/22/95	WYW-135473	Township 29 North, Range 108 West, 6th P.M. Section 28: SW/4NW/4 Section 29: SE/4NE/4, N/2SE/4, SW/4SE/4 Sublette County, Wyoming
5/21/96	WYW-138014	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1 Lincoln County, Wyoming
Pending Approval	WYW-136998	Township 29 North, Range 108 West, 6th P.M. Section 29: NW/4SE/4, SW/4NE/4, SE/4NW/4, SW/4NW/4 Section 30: SE/4NE/4, SW/NE/4
Pending Approval	WYW-137887	Township 29 North, Range 108 West, 6th P.M. Section 25: SW/4SW/4 Section 26: S/2 Section 27: SE/4SE/4 Sublette County, Wyoming
1/29/93	5327 (State of Wyoming)	Township 30 North, Range 108 West, 6th P.M. Section 36: W/2W/2NE/4 Sublette County, Wyoming

EXHIBIT "C"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated effective June 20, 1996 by and between Green River Pipeline Limited Liability Company and Jonah Pipeline Company, Assignors, and Jonah Gas Gathering Company, Assignee.

PIPE AND EQUIPMENT

210 barrel steel tank
4" pig receiver w/liquids separator

300 barrel steel tank
Liquids Separator (30"x5' 1200# w.p. 2/phase horizontal)
8" pig launcher
Double manifold

300 barrel steel tank
8" pig receiver
Liquids Separator (24"x12' 3/phase Natco, horizontal)

2-7/8"	steel pipe/valving	4,118'
3"	steel pipe/valving	3,025'
4"	steel pipe/valving	81,048'
6-5/8"	steel pipe/valving	291'
8-5/8"	steel pipe/valving	124,439'

4" pig launcher

[redacted] [redacted] [redacted]

EXHIBIT "D"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated effective June 20, 1996 by and between Green River Pipeline Limited Liability Company and Jonah Pipeline Company, Assignors, and Jonah Gas Gathering Company, Assignee.

AGREEMENTS

1. Gas Gathering Agreement dated as of June 1, 1994, between McMurry Oil Company and Snyder Oil Corporation pertaining to the "Subject Properties" as defined in the Purchase and Sale Agreement effective June 1, 1994 between "McMurry, et al." and Snyder Oil Corporation.

2. Gas Gathering Agreement between McMurry Oil Company and Snyder Oil Corporation attached to the Farmout Agreement dated June 17, 1994, between "McMurry, et al." and Snyder Oil Corporation.

3. Amendment to Gas Gathering Agreements dated effective March 31, 1995 by and between McMurry Oil Company and Snyder Oil Corporation.

4. Gas Gathering Agreement between CoEnergy Rockies, Inc., McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner (Producers) and Green River Pipeline, LLC, effective as of April 1, 1996.

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This Conveyance, Assignment and Bill of Sale ("Assignment") dated effective as of June 20, 1996, 12:01 A.M. Mountain Daylight Savings Time ("Effective Time") is from **Green River Pipeline Limited Liability Company**, a Wyoming limited liability company, having an address of 350 Big Horn Road, Casper, Wyoming 80601 (hereinafter sometimes referred to as "Assignor"), to **Jonah Pipeline Company**, a Michigan corporation, having an address of 150 West Jefferson Street, Suite 1700, Detroit, Michigan 48226 (hereinafter sometimes referred to as "Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, granted, conveyed and assigned and does hereby transfer, grant, convey and assign to Assignee, effective for all purposes as of the Effective Time, an undivided 33.333% of Assignor's right, title and interest of whatever kind or character, whether legal or equitable, and whether vested or contingent, in and to the Jonah Field Gas Gathering System ("System") located in Sublette and Lincoln Counties, Wyoming, as depicted on the plat attached hereto and made a part hereof as Exhibit "A" comprised of the following described properties and assets ("Assets"):

(a) The easements, right-of-way grants and use permits set forth on Exhibit "B" attached hereto and made a part hereof and such other permits, licenses and other similar authorizations for the use and occupancy of the land associated with the System ("Rights-of-Way");

(b) The tanks, separators, pipe/valving, pig receivers/launchers, manifolds set forth on Exhibit "C" attached hereto and made a part hereof and all attendant personal property used directly in connection with the operation of the System, excluding, however, tanks not connected thereto, trailers, all communication equipment and all mobile equipment such as trucks, forklifts, backhoes and other motor vehicles ("Pipe and Equipment"); and

(c) The contracts and agreements set forth on Exhibit "D" attached hereto and made a part hereof ("Agreements").

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

257705

RECORDED June 25 1996 11:20 AM
IN BOOK 103 OR6 PAGE 455
FEES $ 10.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxton

[redacted] [redacted] [redacted]

Assignor hereby covenants with Assignee, its successors and assigns, to warrant and defend title to that portion of the Rights-of-Way conveyed by Assignor hereunder as against the claims of all parties claiming by, through or under such Assignor but not otherwise. Moreover, this Assignment is made with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of any of Assignor's respective predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation and all rights of actions by warranty against all former owners of the Rights-of-Way.

Assignee does hereby confirm and accept, agree to recognize and perform the obligations and be subject to the terms, provisions and conditions of the Rights-of-Way and Agreements set forth on Exhibits "B" and "D" attached hereto and made a part hereof.

All Pipe and Equipment conveyed herein are assigned to Assignee is ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNOR SPECIFICALLY DISCLAIMS ALL WARRANTIES AS TO THE CONDITION, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

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.

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

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

All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records and with any governmental agency are made for all purposes.

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

Separate assignments of certain of the Rights-of-Way may be executed on officially approved forms or otherwise by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, power

and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

EXECUTED on June 18, 1996, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ATTEST:

GREEN RIVER PIPELINE LIMITED LIABILITY COMPANY

John W. Martin, President of
McMurry Oil Company, Manager

ASSIGNEE:

ATTEST:

JONAH PIPELINE COMPANY

By: _____
Assistant Secretary

By: _____
Name: P.E. Dothan
Title: Attorney-in-Fact

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

SUBSCRIBED AND SWORN to before me by John W. Martin, President of McMurry Oil Company, Manager of Green River Pipeline Limited Liability Company, a Wyoming limited liability company, on behalf of the company, this 18 day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

_____
Notary Public
Address: _____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me by L.E. Doohan as Attorney-in-fact of Jonah Pipeline Company, a Michigan corporation, on behalf of the corporation, this 19th day of June, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

MY COMMISSION EXPIRES:
~~March 31, 1999~~

Sharon E Lewis
Notary Public
Address: 1775 Sherman St, #1400
Denver, Colorado 80203

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale, dated effective June 20, 1996 from Green River Pipeline Limited Liability Company to Jonah Gas Gathering Company.

PLAT

The Jonah Field Gas Gathering System Pipe and Equipment is located upon the lands described on Exhibit "B" attached hereto; and the pipeline, equipment and facilities are depicted on this Exhibit "A".

[redacted] R 108 W

22

[redacted]

24

[redacted] R 107 W

28 27 26 25 30

33 34 35 36 31

4 3 2 1 6

9 10 11 12 7

16 15 14 13 18

21 22 23 24 19

29 27 26 25 30

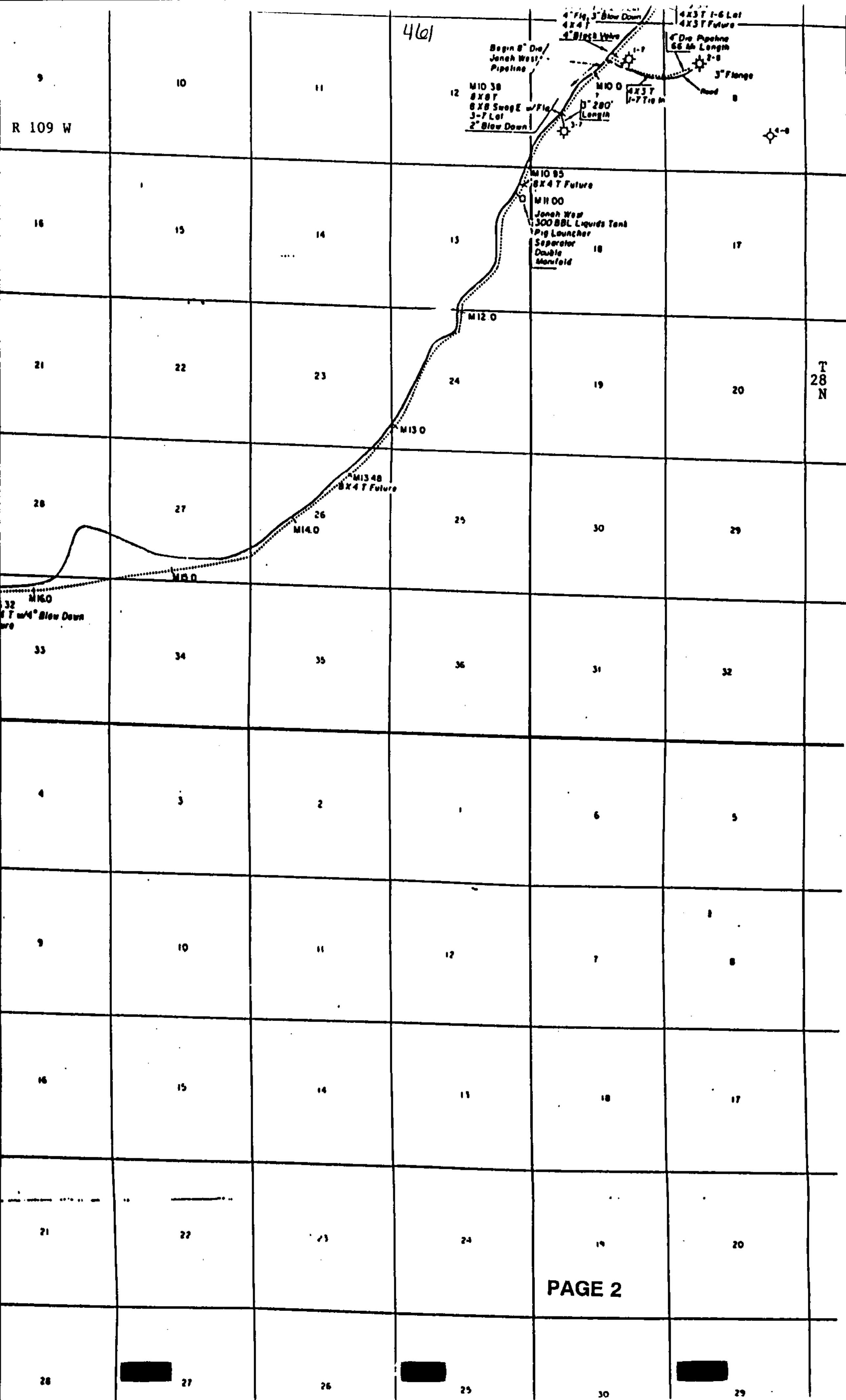
33 35 36 31

4 3 2 1 6

9 10 11 12

16 15 14 13 18

21 22 23 24


461
R 109 W
T 28 N
Begin 8" Dia/ Jonah West Pipeline
M10 38
8 X 8 T
6 X 8 Swage w/ Flg
3-7 Lat
2" Blow Down
M10 0
4 X 3 T
1-7 Tie In
3" 280' Length
4" Flg, 3" Blow Down
4 X 4 T
4" Block Valve
4 X 3 T 1-6 Lat
4 X 3 T Future
4" Dia Pipeline
66 Mi Length
3" Flange
M10 85
8 X 4 T Future
M11 00
Jonah West
300 BBL Liquids Tank
Pig Launcher
Separator
Double
Manifold
M12 0
M13 0
M13 48
8 X 4 T Future
M14.0
M15.0
M16.0
32
T w/4" Blow Down
re

PAGE 2

R 109 W

T 28 N

T 27 N

R 110 W

M 21.62

M 22.0

M 21.0

M 20.0

M 19.0

M 18.08
8" Block Valve

M 18.0

M 18.20
8 X 4 T w/2" Blow Down Future

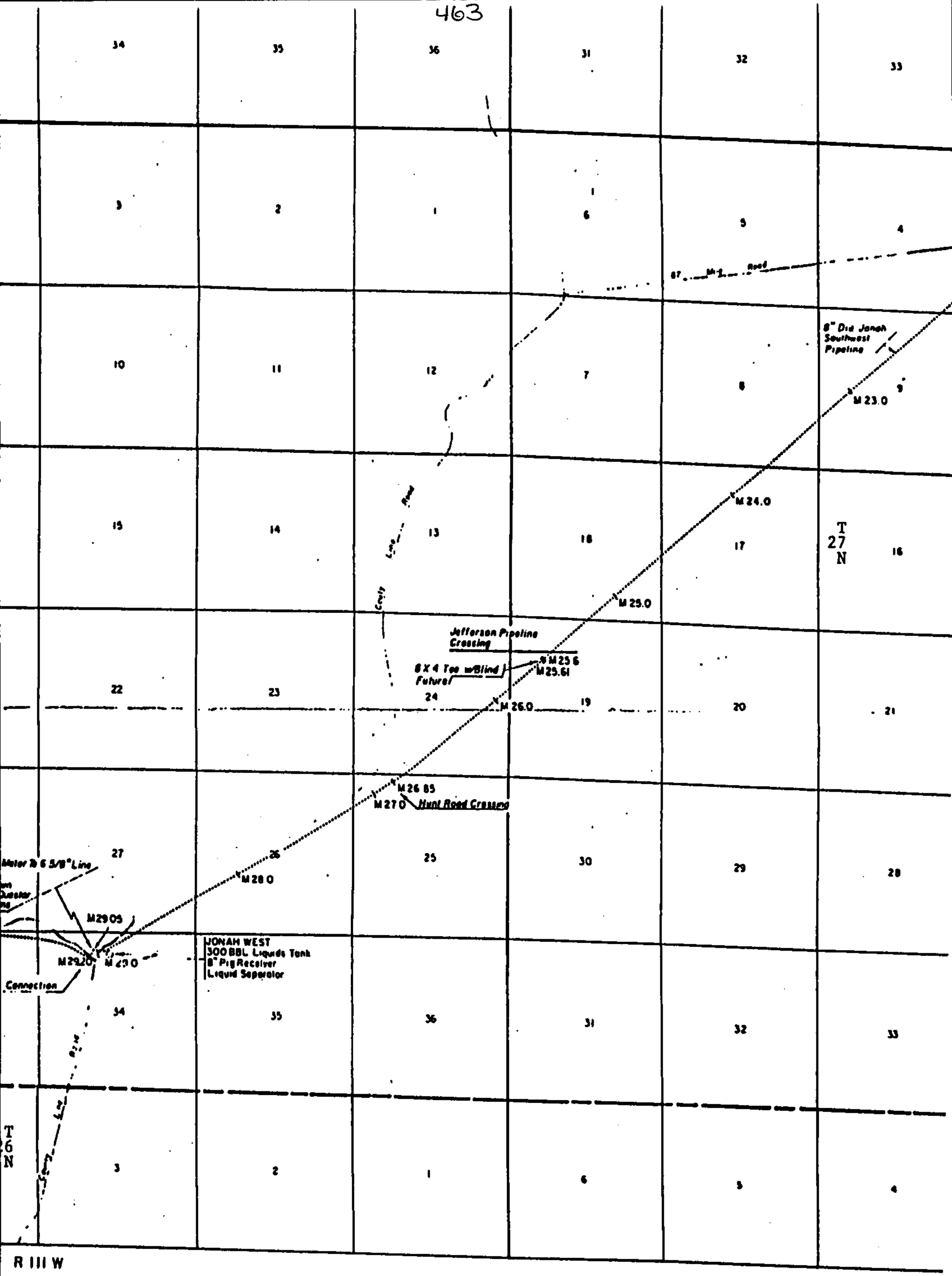
M 17.50
8 X 4 T w/2" Blow Down Future

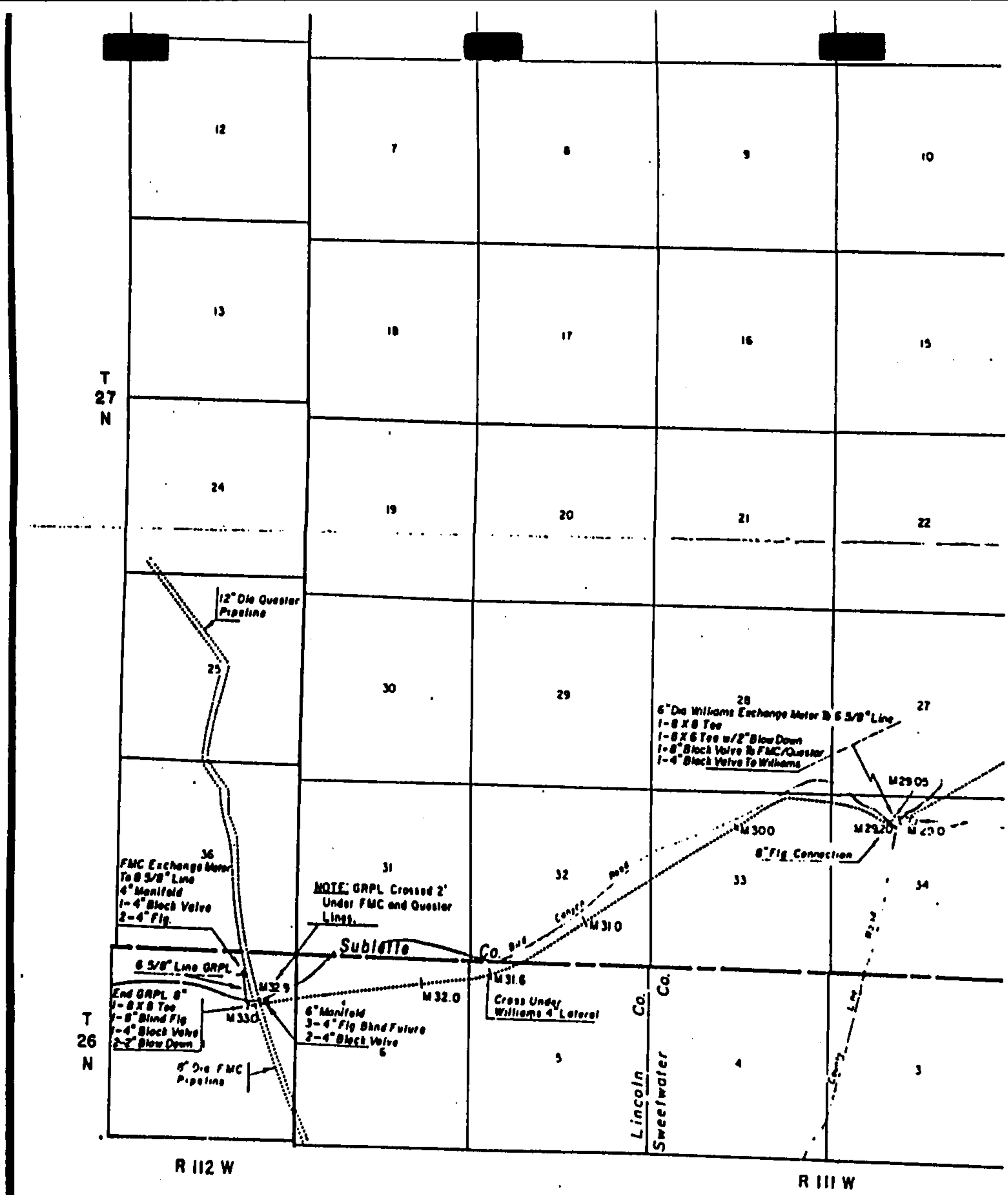
M 17.0

8" Dio Jonah West Pipeline

M 16.32
8 X 4 T w/4" Blow Down Future

M 16.0


34
35
36
31
32
33
1
3
2
1
6
5
4
Hunt Road
10
11
12
7
8
8" Dia Jonah Southwest Pipeline
M 23.0
9
15
14
13
18
17
16
T 27 N
M 24.0
M 25.0
Jefferson Pipeline Crossing
8 X 4 Tee w/Blind Future
M 25.6
M 25.61
22
23
24
M 26.0
19
20
21
M 26.85
M 27.0
Hunt Road Crossing
27
26
25
30
29
28
Meter & 6 5/8" Line
M 28.0
M 29.05
M 29.20
M 29.0
Connection
JONAH WEST
300 BBL Liquids Tank
8" Pig Receiver
Liquid Separator
34
35
36
31
32
33
T 6 N
3
2
1
6
5
4
R 111 W
R 110 W


12
7
8
9
10
13
18
17
16
15
T
27
N
24
19
20
21
22
12" Dia Questar Pipeline
25
30
29
28
6" Dia Williams Exchange Meter To 6 5/8" Line
1-8 X 8 Tee
1-8 X 6 Tee w/2" Blow Down
1-8" Block Valve To FMC/Questar
1-4" Block Valve To Williams
27
M 29.05
M 30.0
M 29.20
M 29.0
8" Fig. Connection
36
FMC Exchange Meter To 6 5/8" Line
4" Manifold
1-4" Block Valve
2-4" Fig.
31
NOTE: GRPL Crossed 2' Under FMC and Questar Lines.
32
33
34
Sublette
Co.
M 31.0
6 5/8" Line GRPL
M 32.9
End GRPL 8"
1-8 X 8 Tee
1-8" Blind Fig
1-4" Block Valve
2-2" Blow Down
M 33.0
M 32.0
6" Manifold
3-4" Fig Blind Future
2-4" Block Valve
M 31.6
Cross Under Williams 4" Lateral
T
26
N
6
5
4
3
8" Dia FMC Pipeline
Lincoln Co.
Sweetwater Co.
R 112 W
R 111 W

PAGE 5

EXHIBIT "B"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated effective June 20, 1996 by and between Green River Pipeline Limited Liability Company and Jonah Pipeline Company.

RIGHTS-OF-WAY

DATE	SERIAL NO.	DESCRIPTION
7/17/92	WYW-122385	Township 28 North, Range 108 West, 6th P.M. Section 4: Lot 3, SE/4SW/4, SW/4SE/4 Section 9: W/2NE/4, N/2SE/4, SE/4SE/4 Township 29 North, Range 108 West, 6th P.M. Section 2: Lot 1, SE/4NE/4, N/2SE/4,SW/4SE/4 Section 11: NW/4NE/4, E/2NW/4, NE/4SW/4, S/2SW/4 Section 14: W/2W/2 Section 15: SE/4SE/4 Section 22: E/2E/2 Section 27: E/2E/2 Section 34: E/2 Township 30 North, Range 108 West, 6th P.M. Section 25: W/2SE/4 Section 35: SE/4NE/4 Sublette County, Wyoming
12/13/94	WYW-127960 & WYW-127961	Township 28 North, Range 108 West, 6th P.M. Section 7: Lots 3 and 4, SW/4NE/4, SE/4NW/4, NE/4SW/4 Township 27 North, Range 109 West, 6th P.M. Section 6: Lots 2, 3, and 4 Township 28 North, Range 109 West, 6th P.M. Section 13: E/2NE/4, N/2SE/4, SW/4SE/4 Section 24: E/2NW/4, SW/4NW/4, W/2SW/4 Section 23: SE/4SE/4 Section 26: N/2NE/4, SW/4NE/4, SE/4NW/4, N/2SW/4, SW/4SW/4 Section 27: S/2S/2 Section 31: S/2SE/4 Section 32: SE/4NE/4, N/2SE/4, SW/4SE/4, S/2SW/4 Section 33: N/2N/2 Township 27 North, Range 110 West, 6th P.M. Section 1: Lots 1 and 2, SW/4NE/4, S/2NW/4 Section 2: S/2N/2, NW/4SW/4 Section 3: SE/4NE/4, N/2S/2 Section 4: N/2S/2, SW/4/SW/4 Section 5: S/2S/2 Section 6: Lot 7, SE/4SW/4, S/2SE/4

[redacted] [redacted] [redacted]

EXHIBIT "B"

DATE	SERIAL NO.	DESCRIPTION
		Township 27 North, Range 111 West, 6th P.M. Section 1: Lots 1 and 2, S/2SW/4 Section 2: S/2S/2 Section 3: N/2SW/4, NW/4SE/4, S/2SE/4 Section 4: N/2SE/4
		Sublette County, Wyoming
12/1/94	WYW-133429	Township 26 North, Range 112 West, 6th P.M. Section 1: Lot 1
		Township 26 North, Range 111 West, 6th P.M. Section 5: Lots 3 and 4 Section 6: Lots 1-4
		Lincoln County, Wyoming
		Township 27 North, Range 110 West, 6th P.M. Section 3: W/2SW/4 Section 4: SE/4SE/4 Section 8: S/2SE/4, NE/4SE/4 Section 9: S/2NW/4, NW/4SW/4, N/2NE/4, SW/4NE/4 Section 17: S/2NW/4, NE/4NW/4, NW/4SW/4, NW/4NE/4 Section 18: SE/4SW/4, S/2SE/4, NE/4SE/4 Section 19: Lot 1 and 2, NE/4NW/4
		Township 27 North, Range 111 West, 6th P.M. Section 24: SE/4SW/4, N/2SE/4, SW/4SE/4, SE/4NE/4 Section 25: N/2NW/4 Section 26: SE/4NW/4, N/2SW/4, SW/4SW/4, S/2NE/4, NE/4NE/4 Section 27: S/2SE/4, SW/4SW/4 Section 28: S/2SE/4 Section 32: Lots 2 and 3, N/2SE/4, SE/4NE/4 Section 33: N/2NW/4, SW/4NW/4 Section 34: N/2NW/4, NW/4NE/4
		Sublette County, Wyoming
3/9/93	WYW-127505	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 2, 3 and 4, SW/4SW/4
		Township 29 North, Range 108 West, 6th P.M. Section 34: SW/4, SE/4NW/4, SW/4NE/4
		Sublette County, Wyoming

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EXHIBIT "B"

DATE	SERIAL NO.	DESCRIPTION
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[redacted] [redacted] [redacted]

DATE	SERIAL NO.	DESCRIPTION
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Pending Approval	WYW-136998	Township 29 North, Range 108 West, 6th P.M. Section 29: NW/4SE/4, SW/4NE/4, SE/4NW/4, SW/4NW/4 Section 30: SE/4NE/4, SW/NE/4
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4" pig receiver w/liquids separator

300 barrel steel tank
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8" pig launcher
Double manifold

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8" pig receiver
Liquids Separator (24"x12' 3/phase Natco, horizontal)

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3"	steel pipe/valving	3,025'
4"	steel pipe/valving	81,048'
6-5/8"	steel pipe/valving	291'
8-5/8"	steel pipe/valving	124,439'

4" pig launcher

[redacted] [redacted] [redacted]

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4. Gas Gathering Agreement between CoEnergy Rockies, Inc., McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner (Producers) and Green River Pipeline, LLC, effective as of April 1, 1996.

471

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 25th day of May, 19 94, by and between
Charles C. Price & DeeAnn B. Price, husband and wife

of P.O. Box 370, Daniel, Wyoming 83115, hereinafter called lessor (whether one or more), and
Starwood, Inc., a Texas Corporation PO Box 200, Basalt, CO 81621, hereinafter called lessee;

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

Township 32 North, Range 110 West, 6th P.M.
Section 5: SE/4SE/4
Section 8: NE/4, E/2SE/4
Section 9: SW/4NW/4, W/2SW/4
Township 33 North, Range 110 West, 6th P.M.
Section 7: SE/4NE/4
Section 8: S/2NW/4, W/2NE/4, N/2SW/4, SE/4
Section 9: SW/4

257710

RECORDED June 25 1994 1:15 PM
IN BOOK 103 OF RECORDS PAGE 471
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

of Section ....., Township ....., Range ....., it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1000.00 acres.

DRW, CCP, DBP

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~xxxxx~~ four (4) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

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

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

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

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

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

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

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

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

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

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

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

X Charles C. Price
Charles C. Price

SSN: 528-58-3550

X DeeAnn B. Price
DeeAnn B. Price

SSN: 528-66-9697

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 23rd day of May, 19 96, before me personally appeared Charles C. Price + DeeAnn B. Price, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
8/18/98

Tracey L Fullis Hoare
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

SUBLETTE COUNTY, WYOMING
FILED
BOOK ..... PAGE .....
..... o'clock ..... M

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

EXHIBIT "A"

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

hereunder shall serve to maintain this lease as to all of the acreage which continues to be covered by this lease after such termination.

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

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

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

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

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

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

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

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

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

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

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

SIGNED FOR IDENTIFICATION

Charles C. Price

Charles C. Price

DeAnn B. Price

DeAnn B. Price

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, **COENERGY ROCKIES, INC.**, a Michigan corporation, 150 West Jefferson Avenue, Suite 1900, Detroit, Michigan 48226 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby grant, convey, sell, assign, transfer and set over unto the persons named below (hereinafter called Assignees), their heirs, successors, or assigns, the interests set out opposite their names respectively, to-wit:

Marshall C. Crouch III
1111 S. Independence Ct.
Lakewood, CO 80232

0.50% of 8/8

Jane R. Crouch
1111 S. Independence Ct.
Lakewood, CO 80232

0.50% of 8/8

of the Assignor's interest as an overriding royalty interest in and to all the oil, gas, casinghead gas, casinghead gasoline, condensate, gas distillate, all other gases and their constituent parts, other liquid or gaseous hydrocarbons and all other minerals produced, saved and sold from the lands described in Exhibit "A" attached hereto, made a part hereof, and reference to which is hereby made for all purposes.

Said overriding royalty shall be free and clear to the Assignees of and from any and all expenses of any nature whatsoever, excepting taxes applicable to said interest and the production therefrom, during the term of the present valid and subsisting oil and gas leases and extensions and renewals thereof.

If said oil and gas leases cover less than the full mineral interest, or if Assignor owns less than a full mineral interest in said leases, then the above overriding royalty interest shall be proportionately reduced.

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

It is specifically understood and agreed that this assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest this 28th day of May, 1996, but effective for all purposes the 1st day of April, 1996.

257763

COENERGY ROCKIES, INC.

RECORDED July 1, 1996 10:35 AM
IN BOOK 103 Rec'd PAGE 476
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

By: Dominic Monterosso
Dominic Monterosso
Attorney-in-fact

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 5th day of June, 1996, by Dominic Monterosso, Attorney-in-fact for Southwest Gas Supply, Inc.., a Michigan corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 9-29-2000

Notary Public

Address:_____

MARY ELLEN DONOVAN
Notary Public, Macomb County, Michigan
Acting in Wayne County
My Commission Expires September 29, 2000

EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125943	High Plains Energy Co.	01/01/92	[3] Township 28 North, Range 108 West, 6th P.M. [3] Section 5: Lots 1-4, S/2 S/2 [3] Section 6: Lots 1-5, SE/4 SW/4, S/2 SE/4 [3] Section 7: Lots 1-4, E/2, E/2 W/2 Section 18: Lots 1-4, E/2, E/2 W/2	1,839.37	—	—
WYW-125944	High Plains Energy Co.	01/01/92	[4] Township 28 North, Range 108 West, 6th P.M. [4] Section 8: All Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All	1,920.00	—	—
WYW-125945	High Plains Energy Co.	01/01/92	[5&1] Township 28 North, Range 108 West, 6th P.M. [1] Section 15: All [1] Section 20: All [1] Section 21: All [1] Section 22: S/2	2,240.00	88	365
WYW-125946	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. [1] Section 17: All [1] Section 22: N/2 Section 23: SW/4, NE/4	1,280.00	88	367
WYW-125947	High Plains Energy Co.	01/01/92	Township 28 North, Range 108 West, 6th P.M. Section 26: SW/4, NE/4 Section 27: SW/4, NE/4 Section 28: SW/4, NE/4 Section 29: SW/4, NE/4	1,280.00	88	369
WYW-125948	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1,2, SE, E/2 NW/4 Section 20: NE/4 SW/4	626.96	88	371
WYW-125949	High Plains Energy Co.	01/01/92	Township 29 North, Range 108 West, 6th P.M. [1] Section 19: Lots 1,2, SE, E/2 NW/4 Section 29: All Section 30: Lots 1,2, SE, E/2 NW/4 Section 31: Lots 1,2, SE, E/2 NW/4	1,582.74	88	373

[1] Subject to SOCO Farmout; Sections 20, 22 and 29 - Not Drilled
[3] Jonah #1-5, #2-5, #1-7, #3-7, #1-6
[4] Jonah #2-8
[5] Jonah #3-15

94h

EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-125950	High Plains Energy Co.	01/01/92 [3&1]	Township 29 North, Range 108 West, 6th P.M. Section 28: All	640.00	—	—
WYW-125951	High Plains Energy Co.	01/01/92	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2 SW/4	141.81	88	377
WYW-125952	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: NW/4, SE/4 Section 23: NW/4, SE/4 Section 24: NE/4, SE/4	1,280.00	88	379
WYW-125953	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 15: NW/4 Section 22: NW/4, SE/4	480.00	88	381
WYW-125954	High Plains Energy Co.	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	320.00	88	383
WYW-126100	McMurry Oil Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 3,4,5, SE/4 NW/4, SE/4 Section 7: Lots 1,2, E/2 NW/4, SE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 3,4, E/2 NW/4, SE/4 Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 12: NW/4	1,211.05	88	452
WYW-126474	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 18: Lots 3,4, E/2 SW/4 Section 19: Lots 3,4, NE/4, E/2 SW/4 Section 20: NE/4, SW/4	789.44	88	456
WYW-126377	McMurry Oil Company	03/01/92	Township 28 North, Range 110 West, 6th P.M. Section 5: Lots 1,2, SE/4 Section 6: Lot 4, S/2 SE/4 Section 7: SE/4 Section 8: NW/4, SE/4	823.95	88	425

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[1]Subject to SOCO Farmout

[3]Stud Horse Butte #15-28

EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-126101	McMurry Oil Company	01/01/92	Township 30 North, Range 109 West, 6th P.M. Section 10: SE/4 Section 18: SE/4 Section 19: Lots 1,2, E/2 NW/4, SE/4 Section 30: Lots 1,2, E/2 NW/4, SE/4 Section 32: NW/4, SE/4 Section 33: NW/4, N/2 SE/4	1,554.01	88 453
WYW-126473	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1,2, S/2 NE/4, SW/4 Section 5: Lots 1,2, S/2 NE/4, SW/4 Section 8: NE/4, SW/4	959.96	88 455
W-5627-B	Samuel Mandel	05/01/67	[3]Township 28 North, Range 108 West, 6th P.M. Section 9: All	640.00	— —
W-57521	Dorothy M. Trommeter	02/01/77	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1-4, S/2 S/2 [4]Section 3: Lots 1-4, S/2 S/2 Section 4: Lots 1-4, S/2 S/2 Section 10: All Section 11: All	2,229.96	81 86
W-100902	Eugene J. Wait, Jr.	08/01/86	[5]Township 29 North, Range 108 West, 6th P.M. Section 34: All Section 35: All	1,280.00	79 337
W-102899	Eugene J. Wait, Jr.	08/01/86	[6&1]Township 29 North, Range 108 West, 6th P.M. Section 27: All	640.00	88 393
W-104178	HPC, Inc.	06/01/87	[1]Township 27 North, Range 107 West, 6th P.M. Section 9: NE/4, SW/4 Section 10: NE/4, SW/4 Section 15: NE/4, SW/4 Section 18: Lots 3,4, NE/4, E/2 SW/4	1,274.03	88 397
W-106728	Conoco, Inc.	07/01/85	Township 30 North, Range 109 West, 6th P.M. Section 29: NW/4, SE/4 Section 31: Lots 1,2, SE/4, E/2 NW/4	654.55	88 399

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[1]Subject to SOCO Farmout [3]Wardell Federal #1 [4]Jonah #1-4 [5]Jonah #32-34 [6]Stud Horse Butte #13-27

EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
W-107206	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 12: SW/4, NE/4 Section 13: SW/4, NE/4 Section 24: SW/4, NE/4	960.00	88	403
W-100901	Liberty Petroleum Corp.	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 14: NE/4, N/2 SW/4, SE/4 SW/4	280.00	88	405
W-118151	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 3,4, S/2 SW/4	161.97	84	590
W-118152	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2 Section 30: Lots 3,4, NE/4, E/2 SW/4 Section 31: Lots 3,4, NE/4, E/2 SW/4	1,173.27	84	585
W-118153	Home Petroleum Corp.	12/01/89	Township 28 North, Range 108 West, 6th P.M. Section 25: NE/4, SW/4 Section 33: NE/4, SW/4 Section 34: NE/4, SW/4 Section 35: NE/4, SW/4	1,280.00	84	580
W-118154	Home Petroleum Corp.	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NE/4, SW/4 Section 17: NE/4, SW/4	640.00	84	574
W-118163	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 20: NW/4, SE/4 Section 21: NW/4, SE/4 Section 28: NW/4, SE/4	960.00	84	568
W-118164	Home Petroleum Corp.	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 26: NW/4, SE/4 Section 27: NW/4, SE/4	640.00	84	562
ST WY 92-00189	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: NE/4 SW/4, S/2 SW/4	120.00	88	439

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
ST WY 92-00190	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	439
ST WY 92-00191	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 17: N/2 NE/4, SE/4 NE/4	120.00	88	440
ST WY 92-00192	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	441
ST WY 92-00193	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	442
ST WY 92-00196	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NE/4, SW/4	320.00	88	445
ST WY 92-00197	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 16: SE/4	160.00	88	446
ST WY 92-00198	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	88	447
ST WY 92-00199	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	448
ST WY 92-00200	McMurry Oil Company	04/02/92	Township 30 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	320.00	88	449
ST WY 92-00201	McMurry Oil Company	04/02/92	Township 28 North, Range 110 West, 6th P.M. Section 16: NW/4, SE/4	320.00	88	450
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: N/2 NE/4, SW/4	240.00	88	471
WYW-134684	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NE/4, SW/4	320.00	88	471

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 11: SW/4 NW/4, SW/4, SW/4 SE/4 Section 13: SE/4 NW/4, NW/4 SE/4 Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4 NW/4, SW/4, SW/4 SE/4	600.00	88	470
WYW-126772	McMurry Oil Company	05/01/92	Township 30 North, Range 109 West, 6th P.M. Section 3: Lot 3, N/2 SE/4	119.62	88	470
WYW-127189	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1,2, S/2 NE/4, SW/4 Section 5: Lots 1,2, S/2 NE/4, SW/4 Section 7: NE/4 Section 8: NE/4 Section 17: SW/4 NE/4, SW/4	1,158.92	88	732
WYW-127190	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NE/4, SW/4 Section 23: NE/4, SW/4	640.00	88	735
WYW-127191	McMurry Oil Company	07/01/92	Township 28 North, Range 107 West, 6th P.M. Section 5: SW/4 Section 17: NE/4, SW/4 Section 18: Lots 3,4, NE/4, E/2 SW/4 Section 33: SW/4	954.68	88	738
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 3,4, NE/4, E/2 SW/4 Section 20: N/2 SW/4, SE/4 SW/4 Section 28: SW/4 Section 29: NE/4, SW/4	921.14	88	741
WYW-127193	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: S/2 NE/4 Section 34: W/2 SW/4	160.00	88	744

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-120908	L. M. Grace	08/01/90	Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 Section 15: NE/4, SW/4 Section 17: NE/4, SW/4 Section 20: NE/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4 Section 28: NE/4	2,400.00	88	717
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 25: NE/4, SW/4 [3&1] Section 26: All	1,600.00	92	198
WYW-127853	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1,2,6,7, S/2 NE/4, E/2 SW/4 Section 7: Lots 3,4, E/2 SW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1,2, S/2 NE/4, SW/4 Section 12: NE/4, SW/4	1,108.03	92	200
WYW-127854	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 3,4, NE/4, E/2 SW/4 Section 20: NE/4, SW/4 Section 21: NE/4, SW/4	953.51	92	202
ST WY 92-00412	McMurry Oil Company	12/01/92	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	320.00	91	363
ST WY 90-00365	Wold Oil & Gas Co.	06/02/90	[1] Township 29 North, Range 108 West, 6th P.M. Section 36: All	640.00	92	7

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[1] Subject to SOCO Farmout; Section 36 - Not Drilled

[3] Stud Horse Butte #5-26

EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-128703	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NE/4, SW/4 Section 14: NE/4, N/2 SW/4	560.00	92	12
ST WY 93-00109	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	92	273
ST WY 93-00114	McMurry Oil Company	03/01/93	Township 30 North, Range 110 West, 6th P.M. Section 36: NW/4, SE/4	320.00	92	275
WYW-130232	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 1: Lot 1,2, S/2 SE/4 Section 11: NW/4, SE/4	463.27	93	321
WYW-122309	Standard Energy Co.	11/01/90	Township 28 North, Range 108 West, 6th P.M. Section 32: NE/4, SW/4	320.00	—	—
WYW-128039	Kenneth R. Farmer	01/01/93	Township 28 North, Range 109 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4 Section 24: All Section 25: NE/4, SW/4	1,600.00	92	407
WYW-130730	McMurry Oil Co.	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1,2, S/2 SE/4 Section 3: Lots 1,2, S/2 SE/4 Section 12: All [1] Section 13: All Township 29 North, Range 109 West, 6th P.M. Section 34: N/2 NW/4, SE/4	1,809.41	94	461
ST WY 93-00553	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	320.00	96	3

[1] Subject to SOCO Farmout - Not Drilled

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
ST WY 93-00554	McMurry Oil Co.	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	96	5
ST WY 94-00133	McMurry Oil Co.	04/01/94	Township 29 North, Range 106 West, 6th P.M. Section 20: SW/4 NW/4	40.00	96	422
ST WY 94-00149	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 36: All	640.00	96	428
ST WY 94-00148	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	320.00	96	426
ST WY 94-00147	McMurry Oil Co.	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4 SW/4	40.00	96	424
WYW-127856	John P. Strange	12/01/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2 SE/4 Section 24: E/2 NE/4	160.00	96	295
WYW-114848	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 NE/4, SW/4	200.00	96	554
WYW-115608	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1,2,6,7, S/2 NE/4, E/2 SW/4	313.64	96	556
WYW-120614	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 3, 4, E/2 SW/4	135.68	96	558
WYW-121398	Ron Dawursk	09/01/90	Township 29 North, Range 109 West, 6th P.M. Section 12: SE/4	160.00	96	560
John B. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	89

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
Anne Case	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	91
Catherine Canestrini	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	93
Joseph J. Erramouspe	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	95
Sister Miriam Grace	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	97
Bernadette Gosar	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	99
Margaret Sellyei	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	101
Grace Mossman	McMurry Oil Company	09/01/92	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4 SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4 SW/4	80.00	91	103
WYW-90672	William H. Short, Jr.	01/29/85	Township 28 North, Range 107 West, 6th P.M. Section 4: Lot 1, W/2 SE/4 Section 7: Lots 5, 6, 7, 8, E/2 W/2	412.76	97	362

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-118148	R. K. O'Connell	11/08/89	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2 NE/4 Section 29: NE/4, SW/4 Section 30: E/2 NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4 Section 32: NE/4, SW/4	1,122.08	97	521
WYW-131987	Howell R. Spears	03/02/94	Township 30 North, Range 107 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 27: NE/4, SW/4	960.00	97	519
WYW-102717	Eugene J. Wait, Jr.	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3,4, E/2 SW/4, NE/4 Section 31: Lots 3,4, E/2 SW/4, NE/4	642.12	98	423
WYW-102732	Eugene J. Wait, Jr.	11/18/86	Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4	320.00	98	421
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4 SW/4	40.00	99	200
WYW-118162	Liberty Petroleum Corp.	11/06/89	Township 29 North, Range 109 West, 6th P.M. Section 3: SE/4 Section 7: Lots 1,2, SE/4, E/2 NW/4 Section 11: NW/4, SE/4 Section 17: NW/4, SE/4	1,132.93	—	—
WYW-124622	Gregory Kiurfeld	06/28/91	Township 29 North, Range 109 West, 6th P.M. Section 3: Lots 3,4, S/2 NW/4 Section 4: Lots 3,4, S/2 NW/4, SE/4 Section 5: Lots 3,4, S/2 NW/4, SE/4 Township 30 North, Range 109 West, 6th P.M. Section 33: S/2 SE/4	874.42	—	—
WYW-127204	Javelina Partners	07/09/92	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 2, SE/4 SE/4	85.24	—	—

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
John F. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	202
Joseph A. Arambel, et ux.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	204
Lois T. Zebre, et vir.	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	___	___
Lois T. Zebre and Robert P. Arambel, Trustees	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	206
Isabell B. Kurtz	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	208
Christian Bunning and Margaret F. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	210
Robert and Mary D. Bunning	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	212
Esther G. Chessman	McMurry Oil Company	08/01/94	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	240.00	99	214

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EXHIBIT "A" - PART I

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

LEASEHOLD INTERESTS AND WELLS
STATE OF WYOMING - COUNTY OF SUBLETTE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book Page
WYW-133051	McMurry Oil Company	8/01/94	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1,2, S/2 NE/4, SW/4 Section 5: Lots 1,2, S/2 NE/4, SW/4 Section 6: Lots 1,2, S/2 NE/4, SW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4	1279.18	970 457
WYW-133052	McMurry Oil Comany	8/01/94	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: SW/4	640.00	970 458
WYW-133071	McMurry Oil Company	8/01/94	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 1, SW/4 SE/4 Section 9: NW/4, SE/4	403.03	970 459
WYW-133072	McMurry Oil Company	8/01/94	Township 29 North, Range 109 West, 6th P.M. Section 32: SE/4	160.00	970 460
WYW-133073	McMurry Oil Company	8/01/94	Township 29 North, Range 109 West, 6th P.M. Section 19: Lot 2, NE/4 NW/4, NE/4 SE/4, SW/4 SE/4 Section 34: S/2 NW/4	243.46	970 461

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EXHIBIT "A" - PART II

Attached to Assignment of Overriding Royalty Interest, effective April 1, 1996, By and Between CoEnergy Rockies, Inc. as Assignor, and Marshall C. Crouch III and Jane R. Crouch as Assignees

SUBJECT PROPERTIES
WELL SCHEDULE
STATE OF WYOMING - COUNTY OF SUBLETTE

Producing Wells -- Sublette County, Wyoming

WELL NAME	TOWNSHIP/RANGE	SECTION	LOCATION
Stud Horse Butte #5-26	29N - 108W	26	NW/4
Stud Horse Butte #13-27	29N - 108W	27	SW/4
Stud Horse Butte #15-28	29N - 108W	28	SE/4
Jonah #3-15	28N - 108W	15	NW/4
Jonah #1-5	28N - 108W	5	W2
Jonah #2-5	28N - 108W	5	E2
Jonah #1-7	28N - 108W	7	NE/4
Jonah #3-7	28N - 108W	7	SW/4
Jonah #1-6	28N - 108W	6	E2
Jonah #2-8	28N - 108W	8	NW/4
Jonah #32-34	29N - 108W	34	NE/4
Jonah #1-4	28N - 108W	4	W2
Wardell Federal #1	28N - 108W	9	SE/4

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CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this "Assignment") dated effective as of May 1, 1996 at 7:00 a.m., Mountain Standard Time (the "EffectiveTime"), is from *Equitable Resources Energy Company, Western Region*, a West Virginia Corporation, with offices at 1601 Lewis Avenue, Billings, Montana 59102, ("Assignor"), to *Enron Oil & Gas Company*, a Delaware Corporation, with offices at 1625 Broadway, Suite 1300, Denver, Colorado 80202 ("Assignee").

FOR Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby bargain, sell, grant, convey, transfer and assign to Assignee, to the extent transferable, all of Assignor's right, title and interest in and to the following (all of which are herein called the "Properties"), subject to the conditions set forth below:

1. **All oil & gas leases described on Exhibit A, attached hereto, agreements, product purchase and sale contracts, surface leases, salt water disposal leases, equipment leases, permits, gathering lines, rights-of-way, easements, licenses, farmouts and farm-ins, options, orders and all other agreements relating thereto (including without limitation pooling, spacing, communitization, unitization, consolidated and operating agreements) together with all royalty interests, reversionary interests, overriding royalty interest, production payments and other payments out of or measured by the value of oil and gas production; and the oil and gas well(s) described in Exhibit A attached hereto (the "Well(s)"), together with all the property and rights incident thereto;**

2. **Any and all personal property, fixtures and improvements appurtenant to the Well(s), the Properties, or used or obtained in connection with the operation of the Well(s), the Properties or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto as of the Effective Time, including without limitation, well equipment, casing, tanks, meters, boilers, tubing, compressors, pumps, motors, machinery and other equipment, power lines, telephone and telegraph lines, road, field processing equipment and all other property used or useful in the operation thereof.**

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; provided, however, that THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND THE PROPERTIES ARE DELIVERED BY ASSIGNOR AND ACCEPTED BY ASSIGNEE IN "AS-IS" CONDITION AND ASSIGNEE ASSUMES ALL FUTURE RISK AND LIABILITY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL.

Assignor also hereby grants and transfers to Assignee its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Properties against Assignor's predecessors in title to the Properties.

257774

RECORDED July 1 1996 12:45 PM
IN BOOK 103 of OR PAGE 492
FEES $12.00 Mary L. Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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The parties agree that to the extent required to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Except for the special limited warranty set forth above, the Properties are assigned to Assignee without recourse, covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (2) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (3) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (4) ANY IMPLIED OR EXPRESS WARRANTY OF TITLE.

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

EXECUTED this 3rd **day of** June, **1996, to be effective for all purposes as of the Effective Time.**

ASSIGNOR:
EQUITABLE RESOURCES ENERGY COMPANY, WESTERN REGION

BY: _____
Ronald B. Santi, Attorney-In-Fact

~~**ATTEST:**~~

_____
By:

ASSIGNEE:
ENRON OIL & GAS COMPANY

BY: _____
Andrew C. Morris
Agent & Attorney-in-fact

S E A L

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ACKNOWLEDGEMENT PAGE

STATE OF MONTANA)
) SS
COUNTY OF YELLOWSTONE)

On this 3rd **day of** June**, in the year 1996, before me personally appeared Ronald B. Santi, known to me to be the Attorney-In-Fact of Equitable Resources Energy Company, Western Region, and that he executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.**

My Commission Expires:

11-18-98

SEAL

S.E.A.L. STATE OF MONTANA

Lynda L Wilson
Notary Public

STATE OF Colorado **)**
) SS
COUNTY OF Denver **)**

On this 19th **day of** June**, in the year 1996, before me personally appeared** Andrew C Harris**, known to me to be the** Agent & Attorney-In-Fact **of** Enron Oil & Gas Company **and that he executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.**

My Commission Expires:

2-23-98

S E A L

ERIN BRITT-PENDERY NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:
FEBRUARY 23, 1998

Erin Britt-Pendery
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective May 1, 1996, by and between Equitable Resources Energy Company, Assignor, and Enron Oil & Gas Company, Assignee

A. Oil & Gas Leases

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION
W-05504 (50070-000) Ruben	United States of America	John H. Morgan, Jr.	4/1/51	Township 30 North, Range 113 West Section 14: NE/4SE/4 Sublette County, Wyoming
E-024538-A (50071-000) Ruben	United States of America	Shirley M. Hull	12/1/48	Township 30 North, Range 113 West Section 13: SW/4 Sublette County, Wyoming
W-0127851 (50065-000) Ruben	United States of America	Philip Andrews	10/1/61	Township 30 North, Range 113 West Section 13: SE/4 Sublette County, Wyoming
W-02274 (50066-000) Ruben	United States of America	Albert E. Shaw	8/1/50	Township 30 North, Range 113 West Section 24: E/2, E/2NW/4, NE/4SW/4 Sublette County, Wyoming
EV-024526-G (50068-000) Ruben	United States of America	Dorene Wyld Swigert	12/1/48	Township 30 North, Range 112 West Section 30: NE/4NW/4 Sublette County, Wyoming

Ruben Unit Working Interest 9.130894%
Ruben Unit Net Revenue Interest 7.448991% (gas) 8.106415% (oil)

B. Intent of the Parties

It is Assignor and Assignee's intent that all of Assignor's right, title and interest within the surface boundaries of that certain federal unit, named the Ruben Unit, Contract Number 14-08-0001-11750, Sublette County, Wyoming, as to all depths and formations currently owned by Assignor, shall be made a part of this Exhibit "A" whether or not all such interests are included or properly described hereinabove.

m:\pl\2849.doc

[redacted] [redacted] [redacted]

ASSIGNMENT

The undersigned, as representative of the estate of Merin Morgan, deceased, assigned, transferred and conveyed and hereby assigns, transfers and conveys, to the Morgan Limited Partnership, a Utah limited partnership, with John H. Morgan, Jr. as general partner, any and all interests he has personal representative of the estate of Merin Morgan or that Merin Morgan, deceased, had or may have in and to the following oil and gas leases described in Exhibit A, attached hereto and incorporated herein by reference.

DATED this 27th day of June, 1996.

257777

RECORDED July 1 1996 2:10 PM
IN BOOK 103 OIG PAGE 496
FEES $ 12.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

John H. Morgan Jr

JOHN H. MORGAN, JR.
Personal Representative of
Estate of Merin Morgan

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27th day of June, 1996, by John H. Morgan, Jr., Personal Representative of the Estate of Merin Morgan.

Notary Public
J. MICHAEL BERRIOS
139 2nd Avenue #112
Salt Lake City, Utah 84103
My Commission Expires
December 12, 1997
State of Utah

J. Michael B

NOTARY PUBLIC

My Commission Expires:

12/10/97

Residing At:

Salt Lake City, Utah

497

EXHIBIT "A"

221

PETER W. BILLINGS
ALBERT J. COLTON
RALPH H. MILLER
GEORGE D. MELLING, JR.
WARREN PATTEN
M. BYRON FISHER
STANFORD B. OWEN
WILLIAM H. ADAMS
ANTHONY L. RAMPTON
PETER W. BILLINGS, JR.
GORDON CAMPBELL
THOMAS CHRISTENSEN, JR.
RAND M. ELISON
RANDALL A. MACKEY
DENISE A. DRAGOO
JAY B. BELL
DANIEL W. ANDERSON
TERRIE T. McINTOSH

LAW OFFICES OF
FABIAN & CLENDENIN
A PROFESSIONAL CORPORATION
EIGHTH FLOOR
CONTINENTAL BANK BUILDING
SALT LAKE CITY, UTAH 84101-2097

TELEPHONE
(801) 531-8900

HAROLD P. FABIAN
1885-1975
BEVERLY S. CLENDENIN
1889-1971
SANFORD M. STODDARD
1909-1974

GARY E. JUBBER
W. CULLEN BATTLE
KEVIN N. ANDERSON
CHRISTOPHER A. JOHNSON
L. ZANE GILL
JATHAN JANOVE
DOUGLAS L. FURTH
JAMIS M. JOHNSON
JEFFREY C. ZIMMERMAN
ELLIOT M. SCHACHNER
ROSEMARY J. BELESS
MICHELE MITCHELL

August 31, 1984

Mr. Gerald E. Morgan, Jr.
P. O. Box 385
Edwards, Colorado 81632

Re: Estate of Merin Morgan

Dear Mr. Morgan:

John Morgan, Jr. has discovered that certain interests in oil and gas leases which were thought to have been owned by John Morgan, Sr. as a result of joint ownership, were, in fact, in the name of Merin Morgan. Hence, these interests are assets of the Merin Morgan estate, rather than of the John Morgan, Sr. estate. You, as a devisee of one-fifth of Merin Morgan's estate, are entitled to have distributed to you an undivided one-fifth interest in the leases and in the revenue they have generated to date.

The involved leases are the following:

Belco #65090: The Morgans' fractional interest was wholly owned by Merin Morgan. This interest has earned an average annual income over the past 4 years of $11,060.

Belco #64650: The interest was owned 50% by John Morgan, Sr. and 50% by Merin Morgan. Merin's one-half of the average annual income is $7,633.

Coastal & CIG #496C: The entire interest was owned by Merin, and the average annual income has been $43.

LA[redacted]ES OF
FABIAN & CLENDENIN
A PROFESSIONAL CORPORATION

[redacted] [redacted]

222

Because of the inconvenience involved in distributing a one-fifth interest in each of these leases to you, John Morgan, Jr. proposes to cash you out and distribute the remaining lease interests to a partnership in which the other beneficiaries are partners. To determine the cash value of your one-fifth share, the interests would be valued in the same manner as oil and gas interests were valued for the Estate Tax Return filed for the John H. Morgan, Sr. Estate, which values have been accepted by the Internal Revenue Service. The total value of the Merin Morgan Estate's lease interests, so calculated, amount to $29,945. A copy of this calculation is attached. Your one-fifth share would amount to $5,989.

In addition, the earnings from these oil and gas interests, less expenses, have been accumulated since the death of John H. Morgan, Sr., and presently amount to $51,000. You are entitled to one-fifth of these earnings, or approximately $10,200.

Therefore, John Morgan, Jr. would distribute to you, in full satisfaction of your one-fifth share of the above-described interests in oil and gas leases belonging to the Estate of Merin Morgan and accumulated earnings therefrom cash amount to approximately $16,189.

Is the foregoing proposal agreeable to you? If it is, will you kindly sign the Approval and Agreement on the enclosed copy of this letter and return it to me. Promptly upon our receipt of your approval and agreement to the proposal, a check will be sent to you.

Very truly yours,

Jay B. Bell

JBB/ct
Enclosures
cc: Kent H. Collins, Esq.

APPROVAL AND AGREEMENT:

I, Gerald E. Morgan, Jr., hereby approve the proposal set forth in the foregoing letter, and agree to accept the sum

LAW OFFICES OF
FABIAN & CLENDENIN
A PROFESSIONAL CORPORATION

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of approximately $16,189 cash in full satisfaction of my one-fifth (1/5) share of the above-described interests in oil and gas leases belonging to the Estate of Merin Morgan and accumulated earnings from said leases.

Dated Sept. 6th -34.

Gerald E. Morgan, Jr.

RECORDED July 1 1996 4:30 PM
IN BOOK 103 of Misc PAGE 500
FEES $10.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING By Cathy Soules

Bird Canyon 2-23

ASSIGNMENT AND CONVEYANCE

257789

STATE OF WYOMING ()
() KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE ()

THAT, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, ALPO ENERGY, INC. a Texas Corporation (herein called "Assignor"), with offices at 700 Louisiana, Suite 4650, Houston, Texas 77002, acting by and through its duly authorized Agent and Attoney-in-Fact, does hereby grant, sell, assign, transfer and convey unto DMS Oil Company 3000 Wilcrest Dr. Ste 250, Houston, Tx 77042-3710, whose mailing address is (herein called "Assignee"), the following described properties, rights and interests :

(a) All rights, titles and interests of Assignor in and to the oil, gas and mineral leases described in Exhibit "A" attached hereto; and

(b) All rights, titles and interests of Assignor in and to all materials, supplies, machinery, equipment, improvements, buildings and other personal property and fixtures (including, but not by way of limitation, all wells, surface equipment, gathering systems, pipelines, flowlines, tanks, and other equipment) located on and used in connection with the properties described in subsection (a) above; and

(c) All rights, titles and interests of Assignor in and to all presently existing and valid production sales contracts, operating agreements, to the extent the same pertain to the properties described in subsection (a) and (b) above.

TO HAVE AND TO HOLD the above described properties, rights and interests unto Assignee, its successors and assigns forever.

This Assignment is made without any warranty of title by Assignor, either express or implied, but with full substitution and subrogation of Assignee in and to all warranties and

THE OIL & GAS ASSET
CLEARINGHOUSE
P. O. BOX 671787
HOUSTON, TX 77267-1787

lot 130

covenants made by Assignors predecessors in title (if any) with respect to the above described properties, rights and interests.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 5th day of June, 1996, but effective as of 7:00 a.m. June 1,1996.

WITNESSES

Shannon Kelly Bach
Shannon Kelly Bach

ASSIGNOR:

ALPO ENERGY, INC.

By Dorothy B. Wainwright
DOROTHY B. WAINWRIGHT
Agent and Attorney-in-Fact

WITNESSES

_____

ASSIGNEE:

DMS Oil Company

Gary Baker

By Gary Raker
Vice President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this 5th day of June, 1996 by DOROTHY B. WAINWRIGHT, Agent and Attorney-in-Fact for ALPO ENERGY, INC. on behalf of said corporation.

KATHERINE M. ROONEY
MY COMMISSION EXPIRES
February 5, 1998

Katherine M. Rooney
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this 12th day of June, 1996 by Gary Raker, as Vice President for DMS Oil Company on behalf of said Corporation.

BRENDA K. WALLS
MY COMMISSION EXPIRES
November 4, 1998

Brenda K Walls
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of Assignment and Conveyance from ALPO ENERGY, INC. as Assignor, dated effective June 1, 1996

Bird Canyon Field
Bird Canyon Fed #2-23 Well
Sublette County, Wyoming

LESSOR:	United States of America (W-54914)
LESSEE:	Rainbow Resources, Inc.
LEASE DATE:	June 1, 1976
DESCRIPTION:	NW/4 Section 23, T27N, R112W

A:Bird2-23

Insofar and Only Insofar as said leases fall within the established proration unit for the respective well. (In the absence of an established proration unit, any and all appropriate statewide rules shall be deemed the unit.)

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned **GREEN RIVER BASIN WELL SERVICE, INC.**, with offices at P.O. Box 766, Big Piney, Wyoming 83113, hereinafter referred to as **"ASSIGNOR"**, for and in consideration of the sum of Two Thousand Dollars ($2,000.00), the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer sell and convey unto **DAVID AND MICHELLE NEHER d/b/a DAVID W. NEHER CONSULTING SERVICE**, with offices at P.O. Box 4430, Marbleton, Wyoming 83113, hereinafter referred to as **"ASSIGNEE"**, its heirs, successors and assigns, all of Assignor's right, title, and interest in and to the oil and gas leases as set out in Exhibit "A" attached hereto and made a part hereof, together with all personal property, fixtures and improvements on, appurtenant to, or used or obtained by Assignor in connection with the land or wells or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, crude oil, condensate or products placed into storage or into pipelines, gathering systems, power lines, roads, and field processing plants, all other appurtenances thereunto belonging, all in "as is-where is" condition.

All equipment and other personal property and fixtures included in said lands and well are being transferred on a as is and where is basis and Assignor makes no representations or warranties, either express or implied, as to particular use or uses of any such equipment or other personal property or fixtures, all of such representations or warranties being hereby expressly excluded and denied.

To have and to hold the same unto Assignees, Assignee's successors and assigns forever, subject to the terms and provisions contained in the lease, contracts, and assignments relating thereto, and to all laws, rules and regulations of all governmental bodies or agencies having jurisdiction thereof, all of which Assignee hereby assumes insofar as same are applicable to the interest hereby assigned, and further subject to the terms and provisions of all assignments, contracts and provisions through which Assignor acquired its title to said oil and gas leases, or to which said oil and gas lease and interest are subject.

In addition to the foregoing and notwithstanding anything to the contrary which may be contained herein, assignee waives its right to recover from assignor and hereby assumes and agrees to forever release, discharge, fully defend, protect, indemnify and hold harmless assignor, its employees and agents from and against each and every claim, demand, penalty, fine, lien, judgment, action, cause of action, or lawsuit, and any liability, cost, expense, damage or loss, including court costs and attorneys' fees, that may be asserted by any third party, including assignee's employees and agents, and government agencies, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the past, present or future physical environmental condition of the lands or any federal, state, tribal, or local law or regulation applicable thereto ("LAWS"). Said laws shall include, 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 (14 U.S.C. 1401-1450), The Hazardous Materials Transportation Act (49 U.S.C. 180?, ET SEQ.), and and The Toxic Substances Control Act (15 U.S.C. 2601-2629).

257894

RECORDED July 9 1996 11:29AM
IN BOOK 103 Ord PAGE 503
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Boston

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

Assignee further agrees to accept all liability for properly plugging and abandoning said well in compliance with the statutes and regulations of the State of Wyoming, or with any other governmental or regulatory entity having jurisdiction over said well, and to obtain all necessary permits and bonds. Assignee specifically agrees to fully defend, protect, indemnify, and hold harmless, assignor, its employees and agents, from and against each and every claim, demand, penalty, fine, lien, judgment, action, cause of action, or lawsuit, and any liability, cost, expense, damage or loss, including court costs and attorneys' fees, that may be asserted by any third party, including assignee's employees and agents, or the State of Wyoming, whether direct or indirect, known or unknown, foreseen or unforeseen arising from assignee's failure to plug or the improper plugging of any well conveyed hereby, and any abandonment operations including, where applicable, restoration of the surface of the lands including, but not limited to, clean-up of any oilfield or other waste located on the lands as nearly as practicable to its release condition.

It shall be the responsibility of Assignee to pay or cause to be paid any payment obligations including but not limited to rentals, royalties, overriding royalties, minimum royalties, and production payments. In the event Assignor is currently making any of the above payments for another working interest owner, it shall be the obligation of Assignee to either continue to make such payments or to make alternate arrangements. Such responsibility for any payments shall become effective as of the first day of June, 1996. At the written request of Assignee, Assignor will continue to make any payment obligations up to sixty days beyond closing date. Assignee shall reimburse Assignor within 30 days of receipt of invoice for its proportionate share of any such payments. All advalorem taxes, real property taxes, personal property taxes, severance taxes, production taxes and similar obligations due and payable after the Effective Date shall be the sole responsibility of the Assignee.

Executed this 3 day of July 1996, but shall be effective as of June 1, 1996.

ASSIGNOR

ATTEST:

GREEN RIVER BASIN WELL SERVICE, INC.

Casey H. Osborn
Vice President

BY: James N. Osborn
James N. Osborn
President

ATTEST:

ASSIGNEE:
DAVID AND MICHELLE NEHER
d/b/a DAVID W. NEHER CONSULTING SERVICE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this 3rd day of July, 1996, personally appeared **James N. Osborn**, as **President** of **Green River Basin Well Service, Inc.**, and acknowledges to me that he executes 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.

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

Karen S Wenz
Notary Public

My Commission Expires:
Jan 2, 2000

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this 3rd day of July, 1996, personally appeared _____ of **DAVID AND MICHELLE NEHER d/b/a DAVID W. NEHER CONSULTING SERVICE**, and acknowledges 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.

Karen S Wenz
Notary Public

My Commission Expires:
Jan 2, 2000

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated July 3rd, 1996 by and between Green River Basin Well Service, Inc. and David and Michelle Neher d/b/a David W. Neher Consulting Service covering lands in Sublette County, Wyoming.

[redacted]ESSOR	LESSEE	LEASE DATE		LEGAL DESCRIPTION
USA W-49630	Barbara E. Hannifin	4-1-75		T27N-R110W, 6th P.M. Sec. 24: W/2 SW/4 - Shallow Rights Sec. 25: NW/4 NW/4 - Shallow Rights SW/4 NW/4 - Shallow Rights
USA W-0320797	Margaret E. Allen	12-1-65	*	T27N-R110W, 6th P.M. Sec. 23: E/2 SE/4 Sec. 26: NE/4 NE/4

From the surface of the ground to a depth of 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming.

Below 14,892 feet, or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 120 acres, more or less, in Sublette County, Wyoming.

* T27N-R110W, 6th P.M.
Sec. 23: SW/4; W/2 SE/4
Sec. 26: W/2; W/2 E/2; SE/4 NE/4;
NE/4 SE/4

From the surface of the ground to a depth of 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming.

Below 14,892 feet, or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 800 acres, more or less, in Sublette County, Wyoming.

50a

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated July 3rd, 1996 by and between Green River Basin Well Service, Inc. and David and Michelle Neher d/b/a David Neher W. Consulting Service covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE		LEGAL DESCRIPTION
USA W-48192	James W. Haefele	12-1-74	*	All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the SE/4 NE/4 of Section 23 and the W/2 SE/4 of Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming, from the surface thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublette County, Wyoming. This assignment is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982.
			*	All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the NE/4 NE/4 of Section 23 and the E/2 SE/4 of Section 24, and the N/2 NE/4 Sec. 25, Township 27 North, Range 110 West, Sublette County, Wyoming, from the surface thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N [illegible] Sublette County, Wyoming. This assignment is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982.

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EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated July 3rd, 1996 by and between Green River Basin Well Service, Inc. and David and Michelle Neher d/b/a David W. Neher Consulting Service covering lands in Sublette County, Wyoming.

[redacted]SSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
USA W-57811	Fred Goodstein	10-1-77	* T27N-R110W, 6th P.M. Tract I — Sec. 24: N/2 NW/4; N/2 NE/4; and SE/4 NE/4 Tract I — Sec. 24: S/2 NW/4; SW/4 NE/4 Sec. 25: NE/4 NW/4 Tract II — Sec. 25: SE/4 NW/4

*Assignment of Operating Rights Only

[redacted]

508

ASSIGNMENT OF OIL AND GAS LEASE

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, Baseline Minerals, Inc., of 1645 Court Place, Suite 422, Denver, CO 80202 ("Assignor"), does hereby grant, bargain, sell, assign, transfer and convey unto Barrett Resources Corporation ("Assignee"), all right, title and interest in and to the lands and leases located in Sublette County, Wyoming described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Leases"), subject to the following terms, covenants and conditions:

1. This Assignment is made subject to all of the terms, covenants and conditions, express and or implied, of the Leases. To the extent of the interests hereby assigned, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions with respect to the lands and Lease conveyed hereby.

2. All of the terms, covenants and conditions herein, shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the lands herein described.

3. It is understood and agreed by the parties hereto that should Assignor own less than a full interest in any of the Leases or lease acreage, the interests assigned hereunder shall be proportionately reduced in accordance with the oil, gas and mineral interest actually covered by the Leases.

Executed this 16th day of November, 1995.

Assignor:

BASELINE MINERALS, INC.
By: Joseph W. Thames, President

257897

RECORDED July 9 1996 2:55 PM
IN BOOK 103 PAGE 509
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 16th day of November, 1995, before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph W. Thames to me personally known, who, being duly sworn, did say that he is the President of Baseline Minerals, Inc. and that the said instrument was signed and sealed on behalf of said corporation and said Joseph W. Thames acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of November, 1995.

2-11-97
My Commission expires:

Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of the cerain Assignment of Oil & Gas Lease by and between Baseline Minerals, Inc and Barrett Resources Corporation dated and effective November 16, 1995.

1. Lessor: Robert V. Thompson, a widower
   Lessee: Dolar Oil Properties
   Date: August 31, 1995
   Description: Township 29 North, Range 113 West, 6 th P.M.
   Section 8: NE/4NW/4

   Recorded: Book 102 O & G, Page 317

2. Lessor: Robert V. Thompson, a widower
   Lessee: Dolar Oil Properties
   Date: August 31, 1995
   Description: Township 29 North, Range 113 West, 6 th P.M.
   Section 7: Lots 1, 2, W/2NE/4, E/2NW/4

   Township 29 North-Range 114 West, 6th P.M.
   Section 1: Lots 5, 6, 7, SW/4NE/4, W/2SE/4

   Recorded: Book 102 O & G, Page 319

3. Lessor: Robert Scott Thompson, Jon Peter Thompson and Timothy Stewart Thompson, as Co-Trustees of the Betty M. Thompson Testamantary Family Trust
   Lessee: Dolar Oil Properties
   Date: August 31, 1995
   Description: Township 29 North, Range 113 West, 6 th P.M.
   Section 5: Lots 2, 3, S/2NW/4, SW/4NE/4, SW/4, W/2SE/4
   Section 6: Lots 5, 6, 7, W/2SE/4, E/2SW/4, SE/4NW/4, S/2NE/4, E/2SE/4

   Recorded: Book 102 O & G, Page 315

4. Lessor: Robert V. Thompson, a widower
   Lessee: Dolar Oil Properties
   Date: August 31, 1995
   Description: Township 29 North, Range 114 West, 6 th P.M.
   Section 11: SE/4NE/4
   12: NE/4, N/2SE/4, NE/4SW/4, S/2NW/4

   Recorded: Book 102 O & G, Page 216

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS IN LEASES FOR OIL AND GAS

PART A: ASSIGNMENT

WHEREAS, the John H. Morgan, Sr. Estate is the owner of certain interests in the following United States of America Oil and Gas leases situated in Uintah County, Utah and Sublette County, Wyoming described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: the John H. Morgan, Sr. Estate, hereinafter called Assignor, for and in consideration of the sum of TEN DOLLARS ($10.00) cash and other good and valuable considerations to it in hand paid by Morgan Gas & Oil Co., hereinafter called Assignee, receipt of which is hereby acknowledged, does hereby BARGAIN, SELL, TRANSFER, ASSIGN, SET OVER AND CONVEY unto the Assignee, its heirs, successors and assigns, forever, the overriding royalties described in Exhibit "A" on oil, gas and other hydrocarbons which may be produced, saved and sold from said premises under and by virtue of the leases described in Exhibit "A" or any renewal, ratification or extension thereof.

TO HAVE AND TO HOLD the same unto Assignee, successors and assigns forever, the overriding royalties described in Exhibit "A", but subject to the following items and conditions:

1. The overriding royalty interests herein conveyed shall be free of all development, production, marketing and operating expenses, however, said interests shall bear and pay currently their proportionate share of gross production and/or pipeline taxes.

2. In the event that said leases described in Exhibit "A" cover less than the entire and undivided mineral fee in the lands described therein, then the overriding royalty interests herein conveyed shall be payable to Assignee in the proportion which the interest covered thereby bears to the entire and undivided mineral fee thereof.

3. The overriding royalty interests herein conveyed are subject to all the terms and conditions of the oil and gas leases described in Exhibit "A".

4. This assignment is made without warranty of title either express or implied except through and under Assignor herein, and with full subrogation and substitution in and to all actions in warranty. The terms thereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed covenants running with the lands and leasehold estates described in Exhibit "A".

1

257914

RECORDED July 11 1996 11:30 AM
IN BOOK 103 PAGE 511
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Caty Saxton

PART B: CERTIFICATION

Assignor certifies as owner of an interest in the leases that it hereby assigns to the Assignee the rights specified in Exhibit "A".

The Assignee certifies as follows: (a) Assignee is a corporation organized under the laws of the United States or any State or territory thereof; (b) Assignee is not considered a minor under the laws of the States 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); (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

Executed this 8th day of July, 1996

John H. Morgan, Jr. & Helen Morgan Leech as Co-Personal Representatives of the John H. Morgan, Sr. Estate
1604 Walker Center
Salt Lake City, UT 84111

Assignor: _____

Title: Co-Personal Representative

Assignor: _____

Title: Co-Personal Representative

Executed this 8th day of July, 1996

Morgan Gas & Oil Co.
1604 Walker Center
Salt Lake City, Utah 84111

Assignee: _____

Title: President

THE STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, on this day personally appeared John H. Morgan, Jr. and Helen Morgan Leech of the John H. Morgan, Sr. Estate and John H. Morgan, Jr. of Morgan Gas & Oil Co. known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same were the acts of the John H. Morgan, Sr. Estate and Morgan Gas & Oil Company respectively, and that they executed the same as the acts of such entities for the purposes and consideration therein expressed, and in the respective capacities therein stated.

GIVEN under my hand and seal of office this 8th day of July, 1996.

Notary Public
J. MICHAEL BENNION
123 2nd Avenue #P11?
Salt Lake City, Utah 84103
My Commission Expires
December 10, 1997
State of Utah

J. Michael B—

Notary Public

My Commission Expires: 12/10/97

Residing in Salt Lake City, Utah.

[redacted] [redacted] [redacted]

EXHIBIT "A"

The following leases are in Sublette County, Wyoming:

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
W-16770 (Segregated from EV-024526)	T30N, R112W, 6th PM Sec. 30: SE/4, SW/4NE/4 200 Acres	0.01875000	0.00787500	0.01087500
EV-024445	T30N, R112W Sec. 19: E2SW 80 Acres	0.00932560	0.00420398	0.00512162
EV-024526	T30N, R112W Sec. 30: NWNE 40 Acres	0.00932560	0.00420398	0.00512162
EV-024526-G	T30N, R112W Sec. 30: NENW 40 Acres	0.00932560	0.00420398	0.00512162
024538-A	T30N, R113W Sec. 13: SW 160 Acres	0.00932560	0.00420398	0.00512162
W-02274	T30N, R113W Sec. 13: NENW, S2NW; Sec. 24: SWNE, SE, NESW, E2NE, NWNE, E2NW 560 Acres	0.00932560	0.00420398	0.00512162
W-02274-A	T30N, R113W Sec. 13: NWNW 40 Acres	0.00932560	0.00420398	0.00512162

EXHIBIT "A"
Page 2

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
W-05504	T30N, R113W Sec. 14: E2NE, NESE 120 Acres	0.00932560	0.00420398	0.00512162
W-16769	T30N, R112W Sec. 19: Lots 1-4 58.480 Acres	0.00932560	0.00420398	0.00512162

The following Leases are located in Uintah County, Utah:

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
U-01188	T9S, R21E Sec. 15: N/N	0.00487500	0.00302250	0.00185250
U-01193	T9S, R21E Sec. 15: S/NE, E/SE	0.00487500	0.00302250	0.00185250
U-010950-A	T9S, R21E Sec. 15: S/NW, SW, W/SE	0.00487500	0.00302250	0.00185250
U-01188	T9S, R21E Sec. 9: SE/2, N/SW; Sec. 10: S; Sec. 11: SW	0.00487500	0.00302250	0.00185250
U-01188-A	T9S, R21E Sec. 9: N/NE, SW/NE	0.00487500	0.00302250	0.00185250
U-01188-B	T9S, R21E Sec. 9: SE/NE	0.00487500	0.00302250	0.00185250
U-01190	T10S, R21E Sec. 11: NE; Sec. 12: NW	0.00487500	0.00300000	0.00187500

[redacted] [redacted] [redacted]

EXHIBIT "A"
Page 3

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
U-01191	T10S, R22E Sec. 4: SW; Sec. 5: SE	0.00487500	0.00300000	0.00187500
U-01196-B	T10S, R22E Sec. 9: NW	0.00487500	0.00300000	0.00187500
U-01196-C	T10S, R22E Sec 8: NE	0.00487500	0.00300000	0.00187500
U-01191	T10S, R22E Sec. 3: LOTS 3 & 4, S/NW, N/SW; Sec. 4: LOTS 1 & 2, S/NE, N/SE; T9S, R22E Sec. 33: S/SE	0.00487500	0.00300000	0.00187500
U-01191	T10S, R22E Sec. 3: S/SW; Sec. 4: S/SE	0.00487500	0.00300000	0.00187500
U-01196-C	T10S, R22E Sec. 10: W/NW, N/SW	0.00487500	0.00300000	0.00187500
U-01196-D	T10S, R22E Sec. 9: NE, N/SE	0.00487500	0.00300000	0.00187500
U-01197-ST	T10S, R22E Sec. 10: NE/NW	0.00800000	0.00304000	0.00496000

516

EXHIBIT "A"
Page 4

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
U-01191-A	T10S, R22E Sec. 3: LOTS 1 & 2, S/NE, SE; Sec. 4: LOTS 3 & 4, S/NW; Sec. 5: LOTS 1 & 2, S/NE, SW; T9S, R22E Sec. 33: N, SW, N/SE	0.00487500	0.00300000	0.00187500
U-01193	T9S, R21E Sec. 11: SE; Sec. 12: S; Sec. 13: ALL; Sec. 14: ALL	0.00487500	0.00302250	0.00185250
U-01195	T10S, R22E Sec. 5: LOTS 3 & 4, S/NW; Sec. 6: LOTS 1, 6 & 7, S/NE, E/SW, SE	0.00487500	0.00300000	0.00187500
U-01195-B	T10S, R22E Sec. 6: LOT 2	0.00487500	0.00300000	0.00187500
U-01196-A	T10S, R22E Sec. 8: SW	0.00487500	0.00300000	0.00187500
U-01196-C	T10S, R22E Sec. 10: S/SW	0.00487500	0.00300000	0.00187500
U-01196-D	T10S, R22E Sec. 9: S/SE	0.00487500	0.00300000	0.00187500
U-01196-B	T10S, R22E Sec. 9: SW	0.00487500	0.00300000	0.00187500

[redacted] [redacted] [redacted]

EXHIBIT "A"
Page 5

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
U-01196-E	T10S, R22E Sec. 8: SE; Sec. 17: N, N/SW	0.00487500	0.00300000	0.00187500
U-01198-C	T10S, R22E Sec. 21: NW/NW	0.00487500	0.00300000	0.00187500
U-01198-A	T10S, R22E Sec. 21: NE/NW, S/NW	0.00487500	0.00300000	0.00187500
U-01198-B	T10S, R22E Sec. 15: SE/SW, S/SE; Sec. 21: E; Sec. 22: ALL; Sec. 23: ALL; Sec. 26: W	0.00487500	0.00300000	0.00187500
U-01198-D	T10S, R22E Sec. 15: SW/SW	0.00487500	0.00300000	0.00187500
U-010950-A	T9S, R21E Sec. 22: NE, S	0.00487500	0.00302250	0.00185250
U-010953	T10S, R22E Sec. 1: SW	0.00800000	0.00304000	0.00496000
U-01189-ST	T9S, R21E Sec. 25: NE, N/NW	0.00487500	0.00300000	0.00187500
U-01194-ST	T9S, R21E Sec. 25: S/NW, SW, NW/SE	0.00487500	0.00300000	0.00187500
U-04139-ST	T9S, R21E Sec. 25: SW/SE	0.00487500	0.00300000	0.00187500

EXHIBIT "A"
Page 6

Lease #	Description	Current Interest	Interest Assigned	Interest Kept
U-01194-ST	T9S, R21E Sec. 26: N, SW; Sec. 35: LOTS 3 & 4, NW, N/SW	0.00487500	0.00300000	0.00187500
U-01194-A-ST	T9S, R21E Sec. 34: LOTS 1-4, N, N/S	0.00487500	0.00300000	0.00187500
U-01194-A-ST	T9S, R21E Sec. 27: ALL	0.00487500	0.00300000	0.00187500
U-01197-A-ST	T10S, R22E Sec. 10: N/NE; Sec. 11: LOT 1, N/NE, NW/NW, S/N, S; Sec. 12: ALL; Sec. 14: N	0.00800000	0.00304000	0.00496000

[redacted] [redacted] [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

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-127199

Lease Effective Date
(Anniversary Date)
July 1st, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

North American Resources Company
16 East Granite
Butte, MT 59701

*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 Section 11: NW/4 Containing 160.00 acres, more or less ~~Sweetwater~~ County, Wyoming Sublette	100%	100%	-0-	5%	-0-

257962

RECORDED 6/19/1996 AT 09:00 AM RECEIVING# 1216754
BOOK 0876 PAGE# 0215 Page 1 of 2
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WYOMING

RECORDED Jun 15, 1996 4:15 PM
IN BOOK 103 PAGE 520
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scarlton

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 California

COUNTY OF Santa Clara

DEANNA DIAS
COMM. #1050001
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Jan. 19,1999

The foregoing instrument was acknowledged before me this 31st day of May, 1996, by Frank C. Nilsen, Owner of Nilsen Energy.

My Commission Expires: 1/19/99

Notary Public

RECORDED 6/19/1996 AT 09:00 AM
BOOK 0876 PAGE# 0216 Page 2 of 2 RECEIVING# 1216754
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WYOMING

STATE OF MONTANA
COUNTY OF YELLOWSTONE

COLINA D. GABEL
NOTARIAL
SEAL
OF

The foregoing instrument was acknowledged before me this 12th day of June, 1996, by James J. Benner, Vice-President and General Manager of North American Resources Company.

My Commission Expires: 10-15-96

Notary Public

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 31 ST day of MAY, 19 96

Name of Assignor as shown on current lease Nilsen Energy

Please type or print

Assignor Frank C Nilsen

or Frank C. Nilsen (Signature) Owner

Attorney-in-fact

(Signature)

P.O. Box 667

(Assignor's Address)

Mountain View, CA 94042

(City) (State) (Zip Code)

Executed this 12th day of June, 19 96

North American Resources Company

Assignee

or James J. Benner (Signature) Vice-President

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

[redacted] RENTAL DIVISION [redacted]DER WITH RATIFICATION [redacted]

KNOW ALL MEN BY THESE PRESENTS:

0075482-00

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994 Ruth F. Budd, a widow, individually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80 from to Contex Energy Company, as Lessors, to Enron Oil & Gas Company, as Lessee, recorded in Book 98, Page 412, of the Oil & Gas Records of Sublette County, Wyoming, is owned by Enron Oil & Gas Company, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 112 West, 6th P.M.
Section 28: SWNE, SENW, N2SE
Containing 160.00 acres, more or less.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Richard F. Tanner and Nancy Espenscheid, Individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80 and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Enron Oil & Gas Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Richard F. Tanner and Nancy Espenscheid, Individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80	100%	$160.00	The Key Bank P.O. Box 428 Big Piney, WY 83113

257386

RECORDED July 17 1996 8:45AM
IN BOOK 103 O+G PAGE 522
FEES $8.00 M. Lou Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

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

WITNESS our hands and seals this 7th day of March, 1996.

Nancy Espenscheid

Richard F. Tanner

EOG LAND ADMIN.
APR 22 1996

RETURN THIS COPY

STATE OF Colorado
County of Fremont } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of March, 19 96,
personally appeared Nancy Espenscheid

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires September 2, 1997 Jeff L Clem
Notary Public

STATE OF Wyoming
County of Sublette } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 1996,
personally appeared Richard E Tanner

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires: 10/12/97 Barbara Neary
Notary Public

STATE OF .....
County of ..... } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this.....day of.....A. D., 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared.....

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its.....
and acknowledged to me that.....executed the same as.....free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires.....
Notary Public

No.

Rental Division Order With Ratification

FROM

TO

Date, 19

Section, Township, Range

County,

No. of Acres Term

STATE OF } ss.
County of

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

Registrar of Deeds—County Clerk

By Deputy

Record and Mail to:

STATE OF .....
County of ..... } ss.

(ACKNOWLEDGMENT WHERE THE LESSOR SIGNS BY MARK)

On this.....day of.....A. D., 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared.....
and.....
to me known to be the identical person who executed the within and foregoing instrument by.....mark.....
in my presence and in the presence of.....and
.....as witnesses, and acknowledged to me that.....
executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commissi[redacted]
[redacted]ary Public

NOTE—The signature by mark of a lesser who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such mark.

RENTAL DIVISION ORDER WITH RATIFICATI[redacted]

KNOW ALL MEN BY THESE PRESENTS:

0075491-00(

That, WHEREAS, that certain oil and gas lease, dated August 1, 1994
Ruth F. Budd, a widow, Indivfdually and as Trustee of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80, from
to Contex Energy Company, as Lessors,
of the Oil & Gas Records of Sublette County, Wyoming, recorded in Book 98, Page 344,
Enron Oil & Gas Company, is owned by
in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 2: Lots 3, 4, S2NW, S2
Section 3: Lot 1

Township 31 North, Range 112 West, 6th P.M.
Section 21: SWSW
Section 27: SWNW, SW
Section 28: SENE, N2NW, SWNW
Section 34: W2NE, SENE, E2NW, E2SE, NWSE
Section 35: SW

Township 31 North, Range 113 West, 6th P.M.
Section 11: SESE
Section 13: SWNE, N2NW, SENW, N2SE
Section 14: NENE

Containing 1,716.06 acres, more or less.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Richard F. Tanner and Nancy Espenscheid, Individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80 and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Enron Oil & Gas Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	AMOUNT	DEPOSITORY
Richard F. Tanner and Nancy Espenscheid, Individually and as Successor Co-Trustees of the Helen D. Tanner, Joseph L. Budd and Ruth F. Budd Mineral Trust dated 5/23/73 and amended 12/10/80	$1,158.03	The Key Bank P.O. Box 428 Big Piney, WY 83113

257987

RECORDED July 17 1996 8:45 AM
IN BOOK 103 016 PAGE 524
FEES $ 8.00 M & L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Bobbi Saxton

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

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

WITNESS our hands and seals this 2nd day of March, 1996.

Nancy Espenscheid

Richard F. Tanner

EOG LAND ADMIN.
APR 22 1996

RETURN THIS COPY

524

STATE OF Colorado
County of Fremont } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of March, 1996, personally appeared Nancy Espenshied

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires September 2, 1997

Notary Public

STATE OF Wyoming
County of Sublette } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 1996, personally appeared Richard F. Tanner

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Sublette Wyoming

My commission expires 10/12/97

Barbara Henry

Notary Public

STATE OF
County of } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this day of A. D., 19, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its and acknowledged to me that executed the same as free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires

No.

Rental Division Order With Ratification

FROM

TO

Date

Section, Township, Range

County,

No. of Acres Term

STATE OF } ss.
County of

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

Registrar of Deeds—County Clerk

By Deputy

Record and Mail to:

STATE OF } ss.
County of

(ACKNOWLEDGMENT WHERE THE LESSOR SIGNS BY MARK)

On this day of A. D., 19, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared and to me known to be the identical person who executed the within and foregoing instrument by mark and in my presence and in the presence of and as witnesses, and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission

NOTE—The signature by mark of a lessor who cannot write his name must [redacted] ed by two witnesses, one of whom must write less[redacted] ear such mark.

[redacted] RENTAL DIVISION O[redacted]R WITH RATIFICATION [redacted]

KNOW ALL MEN BY THESE PRESENTS:

0075492-001

That, WHEREAS, that certain oil and gas lease, dated ....., from Ruth F. Budd, Betty Louise Fear, and Nancy Espenscheid, Trustees of the Joseph L. Budd Testamentary Trust and individually as heirs of John C. Budd, a deceased person to Contex Energy Company, as Lessors, as Lessee, recorded in Book 98, Page 349, of the Oil & Gas Records of Sublette County, Wyoming, Enron Oil & Gas Company, is owned by in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 23: N2, S2SW, SE
Section 27: NENE
Containing 600.00 acres, more or less.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Betty Louise Fear, and Nancy Espenscheid, Individually and as Trustees of the Joseph L. Budd Testamentary Trust and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Enron Oil & Gas Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Betty Louise Fear, and Nancy Espenscheid, Individually and as Trustees of the Joseph L. Budd Testamentary Trust	75%	$450.00	The Key Bank P.O. Box 428 Big Piney, WY 83113

257988

RECORDED July 17 1996 8:45AM
IN BOOK 103 046 PAGE 526
FEES $8.00 M. L. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

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

WITNESS our hands and seals this 7th day of March, 1996.

Nancy Espenscheid

Betty Louise Fear

EOG LAND ADMIN.
APR 22 1996

RETURN THIS COPY

526

527

STATE OF Colorado
County of Fremont } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of March, 19 96, personally appeared NANCY E Spenscheid

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires September 2, 1997

Notary Public

STATE OF Wyoming
County of Sublette } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 1996, personally appeared Betty house Fear

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Barbara Henry

Notary Public

Sublette County Wyoming
My Commission Expires 10/12/97

My commission expires.....

STATE OF .....
County of ..... } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this.....day of.....A. D., 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared.....

to me known to be the identical person.... who subscribed the name of the maker thereof to the foregoing instrument as its.....and acknowledged to me that.....executed the same as.....free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires.....

Notary Public

No.

Rental Division Order With Ratification

FROM

TO

Date ....., 19..

Section....., Township....., Range.....

....., County, ...

No. of Acres..... Term.....

STATE OF .....
County of ..... } ss.

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

.....
Registrar of Deeds—County Clerk

By.....Deputy

Record and Mail to:

STATE OF .....
County of ..... } ss.

(ACKNOWLEDGMENT WHERE THE LESSOR SIGNS BY MARK)

On this.....day of.....A. D., 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared.....

and.....

to me known to be the identical person.... who executed the within and foregoing instrument by.....mark.....

in my presence and in the presence of.....and.....as witnesses, and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission [redacted]

.....
[redacted] Public

NOTE—The signature by mark of [redacted] who cannot write his name must be witnessed by two witnesses, one of whom must write [redacted] near such mark.

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 025549 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 19 48, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. Evanston 025549, affecting certain lands in the County of Sublette State of Wyoming, described as follows:

T. 27N., R. 112W., 6th PM

Sec. 22: E½E½

160.00 acres

257989

RECORDED July 17 1996 9:00 AM
IN BOOK 103 OR PAGE 528
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

CERTIFIED
to be a true and comparative copy of the official records on file
JUN 17 1996
BUREAU OF LAND MANAGEMENT

~~WHEREAS,~~ ~~present owner and holder of said U. S. Oil and Gas Lease,~~ ~~in the~~ and,

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of a 0.193 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances produced, saved and sold from the said lands, under and pursuant to said Oil and Gas Lease,

NOW, THEREFORE, in consideration of the sum of $10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, BELFER NATURAL GAS COMPANY does hereby set over, transfer and assign unto BELCO PETROLEUM CORPORATION subject to the approval of the Secretary of the Interior, an undivided 0.193 % overriding royalty interest in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the aforesaid lands, under and pursuant to the said Oil and Gas Lease,

Assignor agrees to execute such further instruments and assurances of title as assignee may reasonably request to properly vest in assignee the aforesaid overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it is the lawful owner of the interest hereby transferred and assigned; that it has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this _____ day of SEP 28, 1959.

WITNESS:

Lillian Schuster

BELFER NATURAL GAS COMPANY

Jack Saltz

Jack Saltz - Partner, 630 Third Avenue, New York 17, NY

STATE OF)
COUNTY OF) SS.

On this _____ day of _____, 19__, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

Witness my hand and official seal this _____ day of _____, 19__.

My Commission Expires:

_____

528

529

21

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less; and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

"This form is submitted in lieu of official Form 4-4138 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this ..... day of SEP 28 19 59

WITNESSES: ATTEST

John P. Dietzel

John P. Dietzel, Assistant Secretary

(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York

(Address)

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

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

CERTIFIED
to be a true and comparative copy
of the official records on file

JUN 17 1996

BUREAU OF LAND MANAGEMENT

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On the ..... day of SEP 28, 1959, before me personally appeared JACK SALT, to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this ..... day of SEP, 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
Commission Expires March 30, 1960

25

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
WYOMING LAND OFFICE - SERIAL NO.

W- 20950

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Max L. Campbell and Leona J. Campbell, husband and wife are now the record owners of an overriding royalty of ~~percent (¼ of 1%)~~ one-half of one of all oil, gas, and other hydrocarbon substances which may be produced and saved from the following described land in the County of ~~Sublette~~, State of Wyoming, to-wit:

Township 27 North, Range 112 West, 6th P.M.
Section 33: E½, SW¼.

257980

RECORDED July 17 1976 9:20 M
IN BOOK 103 of R PAGE 530
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boyton

CERTIFIED
to be a true and comparative copy
of the official records on file

JUN 13 1996
Cathleen A. Kawalski
BUREAU OF LAND MANAGEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00) Dollars, and other good and valuable consideration in hand paid by Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, the receipt and sufficiency of which is hereby acknowledged by assignors, assignors have sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, as tenants in common, an overriding royalty of ~~(¼ of 1%)~~ one-half of one percent of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignors have hereunto set their hands this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
(ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My commission expires:

My Commission Expires Nov. 7, 19[illegible]

E.B

STATEMENT OF QUALIFICATIONS TO HOLD OVERRIDING ROYALTY

1. The assignees are over 21 years of age and are citizens of the United States.

2. The assignees are the sole parties in interest in this assignment.

3. A filing fee of $10 is attached.

Assignees certify that their interests individually and collectively, direct and indirect do not exceed 200,000 acres in Wyoming.

Assignees agree to be found by the terms and provisions of the lease described herein.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigneds' knowledge and belief and are made in good faith.

Executed this 1st day of November, 1976.

2201 So. 15th St., Space No. 12
Laramie, Wyoming 82070

Douglas P. Campbell 1-Nov-76
Douglas P. Campbell

5531 Bergen
San Diego, CA 92117

Bonnie A. Vinzant
Bonnie A. Vinzant

4829 Memorie Lane
Klamath Falls, Oregon 97601

Laurie M. Hakala
Laurie M. Hakala

CERTIFIED
to be a true and comparative copy
of the official records on file

JUN 13 1996
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Plains Petroleum Operating Company, 1515 Arapahoe Street, Suite 1000, 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 acknowledged, and the mutual covenants herein contained, does hereby grant, bargain, sell, transfer, assign and convey unto Stanley Energy W., Inc., 1776 Lincoln Street, Suite 410, Denver, Colorado 80203 (hereinafter referred to as "Assignee"), one hundred percent (100%) of its interest in and to all of the oil and gas leases described in Exhibit "A", attached hereto and by this reference made a part hereof, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

Assignor hereby expressly excepts, reserves and retains title to an overriding royalty interest of one percent (1.0%) proportionately reduced to the interest assigned hereunder, in all oil, gas and casinghead gas produced, saved and marketed from said leases as to the lands described. Said overriding royalty interests shall be free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

This Assignment is made subject to that certain Letter of Intent dated November 2, 1995 and amended as of November 7, 1995, by and between Assignor and Assignee.

This Assignment is made without warranty of title of any kind, either expressed or implied. 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 8th day of April, 1996.

ATTEST:

PLAINS PETROLEUM OPERATING COMPANY

By: _____
Deborah Viehdorfer
Assistant Secretary

By: _____
Joseph P. Barrett, Vice President - Land

258065

RECORDED July 23 19 96 2:25 PM
IN BOOK 103 Misc PAGE 532
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of April, 1996 by Joseph P. Barrett as Vice President - Land of Plains Petroleum Operating Company.

Witness my hand and notary seal.

_____
Notary Public

My commission expires: Aug. 8, 1998

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil & Gas Leases dated April 8, 1996, by and between Plains Petroleum Operating Company and Stanley Energy W., Inc.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
State of Wyoming 91-00609	Four G Oil Company	6/2/91	Township 27 North, Range 109 West, 6th P.M. Section 16: All Containing 640.00 acres, more or less Sublette County, Wyoming

533

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131396

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 032?N R. 110?W 06th Meridian WY State Sublette County
Sec 011 NESE;

258081

RECORDED July 24 1996 2:00 pM
IN BOOK 103 of 6 & 6 PAGE 534
FEES $ 8.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

Total acres in lease 40.000
Rental retained $ 60.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Terrence C. Spencer
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 25 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94. Don R. Holloway
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131387

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 Starwood Inc
   Street 73 H Ranch Rd
   City, State, Zip Code Littleton CO 80127

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 032ON R. 110OW 06th Meridian WY State Sublette County
sec 015 ALL;

258082

RECORDED July 24 1996 2:00 PM
IN BOOK 103 OR6 PAGE 530
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Barton

Total acres in lease 640.000
Rental retained $ 960.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Laurence C. Speltz
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 25 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 74 Don R Holloway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131008

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Stanwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 032ON R. 110OW 06th Meridian WY State Sublette County
sec 022 N2 N2SW SESW SE;
023 ALL;
026 ALL;

258083
RECORDED Jul 24 1996 2:00PM
IN BOOK 103 b+e PAGE 538
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cat Saxton

Total acres in lease 1880.000
Rental retained $ 2020.00

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 Lawrence C. Speltz (Signing Officer)

Supervisory Land Law Examiner (Title)

JAN 25 1994 (Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94. Don R. Holloway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW131389

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 Starwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 032ON R. 110OW 06th Meridian WY State Sublette County
sec 027 E2 E2W2 SWSW;
029 ALL;
033 SENE SESW, NESE S2SE;
034 ALL;

258084

RECORDED Oct 24 1996 2:00 PM
IN BOOK 103 OR 6 PAGE 540
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Total acres in lease 2000.000
Rental retained $ 3000.00

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 Lorene C Spelts (Signing Officer)

Supervisory Land Law Examiner (Title)

JAN 26 1994 (Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94. Don R. Holloway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131391

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033ON R. 110W 06th Meridian WY State Sublette County
sec 006 LOTS 4-7;
006 SENW,E2SW;

258085

RECORDED July 24 1996 2:00 PM
IN BOOK 103 O+G PAGE 542
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxter

Total acres in lease 267.640
Rental retained $ 402.00

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 Lawrence C. Spelts (Signing Officer) JAN 26 1994

Supervisory Land Law Examiner (Title)

EFFECTIVE DATE OF LEASE FEB 1 1994 (Date)

(Continued on reverse)

FOR LESSEE

542

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 11 day of April, 19 94. Don N. Dahlberg
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131392

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0330N R. 110W 06th Meridian WY State Sublette County

Sec 007 LOTS 1-4;
007 W2NE E2W2 SE;
018 LOTS 1-4;
018 E2 E2W2;
019 LOTS 1-4;
019 E2 E2W2;

258086
RECORDED July 24 1996 2:00PM
IN BOOK 103 OF R & P PAGE 544
FEES $8.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baston

Total acres in lease 1825.960
Rental retained $ 2739.00

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 Lorene C. Speltz (Signing Officer)

Supervisory Land Law Examiner (Title) JAN 26 1994 (Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94 Dan N. Holloway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b*
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131393

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033ON R. 110W 06th Meridian WY State Sublette County
sec 029 ALL;
032 ALL;

258087

RECORDED July 24 19 96 2:09 PM
IN BOOK 103 Oil & Gas PAGE 546
FEES $ 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

Total acres in lease 1280.000
Rental retained $ 1920.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Lorence C. Speltz
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(Continued on reverse)

FOR LESSEE

546

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 11 day of April, 19 94. Don R. Holloway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

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Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

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Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-1 [redacted]
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131395

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
Street 73 H Ranch Rd
City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0300N R. 111OW 06th Meridian WY State Sublette County

Sec 003 LOTS 1-4;
003 S2N2 S2;
010 ALL;
011 ALL;

258088

RECORDED July 24 1996 2:00 PM
IN BOOK 1030 PAGE 548
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

Total acres in lease 1317.760
Rental retained $ 2877.00

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 Lorene C. Spelts
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, 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 11 day of April, 19 94. Dan N. Hellman
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3160-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131396

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
Street 73 N Ranch Rd
City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

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

sec 013 E2 NENW S2NW SW;
014 ALL;
015 ALL;
024 E2 N2NW SENW NESW, S2SW; 258089

RECORDED July 24 1996 2:00PM
IN BOOK 103 Misc PAGE 550
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Dorton

Total acres in lease 2440.000
Rental retained $ 3660.00

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 Lawrence C. Speltz
(Signing Officer)

Supervisory Land Law Examiner JAN 25 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94. Don R. Holloway
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131397

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Starwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

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: Federal Aviation Admin Unit/Project Big Piney Airport

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. _____ R. _____ Meridian _____ State _____ County _____

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 017 E2 N2NW;

258090

RECORDED July 24 1996 2:00PM
IN BOOK 103 O&G PAGE 552
FEES $8.00 M. L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Total acres in lease 400.000
Rental retained $ 600.00

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 Laurence C. Speltz
(Signing Officer)

Supervisory Land Law Exam ne
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94. Don R. Hallenway

(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 wells 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]

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW151393

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 Stanwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 29N R. 111W 06th Meridian WY State Sublette County
Sec 025 N2E2 5155;

258091

RECORDED July 24 1996 2:00PM
IN BOOK 103 O+G PAGE 554
FEES $8.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Total acres in lease 200.00
Rental retained $ 300.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

By Lawrence C. Speltz
(Signing Officer)

Supervisory Land Law Exam
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(Continued on reverse)

FOR LESSEE

554

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 11 day of April, 19 94. Don R. Hallaway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3120-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW131199

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 Sherwood Inc
   Street 73 N Bench Rd
   City, State, Zip Code Littleton CO 80127

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033ON R. 111W 06th Meridian WY State Sublette County
Sec 011 SW¼ NW¼ SW¼;
01A SW¼;

258092
RECORDED July 24 1996 2:00 p.m.
IN BOOK 103 of L & L on PAGE 556
FEES $ 8.00 M. Lee Loyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sapton

Total acres in lease 360.000
Rental retained $ 540.00

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

Clarence C Spelts
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94. Dan R. Holloway
(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]

Form 3109-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131400

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

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

1. Name Shamrock Inc
Street 73 N Ranch Rd
City, State, Zip Code Littleton CO 80127

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
T. R. Meridian State County

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033N R. 111W 06th Meridian WY State Sublette County
033 028 ALL;
033 025 ALL;
026 ALL;

258093

RECORDED July 24 1996 2:00 PM
IN BOOK 103 O+G PAGE 558
FEES $8.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

Total acres in lease 1920.000
Rental retained $ 2880.00

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

Lawrence C. Speltz
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(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 11 day of April, 19 94 Don R. Holloway

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131491

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 Stanwood Inc
   Street 73 N Ranch Rd
   City, State, Zip Code Littleton CO 80127

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

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. _____ R. _____ Meridian _____ State _____ County _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 034ON R. 111OW 06th Meridian WY State Sublette County

sec 007 LOTS E2W; E2SW;
017 S2;
020 ALL;
031 LOTS 3 4;
031 E2SW W2SE;

258094

RECORDED July 29 1996 2:00PM
IN BOOK 103 Oth 1 PAGE 560
FEES $ 8.00 Mary L Lucas COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Total acres in lease 1997.10
Rental retained $ 3097.00

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

Lawrence K. Speltz
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JAN 26 1994
(Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(Continued on reverse)

FOR LESSEE

560

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 11 day of April, 19 94 Dan N. Hellman

(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.

816522

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 025552 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 19 48, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. Evanston 025552, affecting certain lands in the County of Sublette State of Wyoming, described as follows:

258169

T. 27N., R. 112W., 6th PM

Sec. 21: Lots 1, 7, 8, E½SE¼, SW¼SE¼

236.68 acres

RECORDED July 30 1996 4:30 PM
IN BOOK 103 PAGE 562
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

and,

~~WHEREAS,~~ ~~present owner and holder of said U. S. Oil and Gas Lease,~~ ~~to the~~

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of a 0.493 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances produced, saved and sold from the said lands, under and pursuant to said Oil and Gas Lease.

NOW, THEREFORE, in consideration of the sum of $ 10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, BELFER NATURAL GAS COMPANY does hereby set over, transfer and assign unto BELCO PETROLEUM CORPORATION subject to the approval of the Secretary of the Interior, an undivided 0.493 % overriding royalty interest in and to the oil and gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to the said Oil and Gas Lease.

Assignor agrees to execute such further instruments and assurances of title as assignee may reasonably request to properly vest in assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it is the lawful owner of the interest hereby transferred and assigned; that it has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this ____ day of SEP 20, 1959.

WITNESS:

Lillian Schuster

BELFER NATURAL GAS COMPANY

Jack Salts

Jack Salts - Partner - 630 Third Ave. New York 17, NY

STATE OF)
COUNTY OF) SS.

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Witness my hand and seal this _____ day of _____ 19___.

My Commission Expires:

CERTIFIED to be a true and comparative copy of the official records on file
JUN 27 1996
BUREAU OF LAND MANAGEMENT

563

REQUEST FOR APPROVAL OF ASSIGNMENT

816522

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this _____ day of SEP 28 19 59

WITNESSES: ATTEST

BELCO PETROLEUM CORPORATION

John P. Dietzel
(Name and address)
John P. Dietzel, Assistant Secretary
(Name and address)

Lawrence Ruben (Assignee's signature) Executive Vice President
630 Third Avenue, New York 17, New York
(Address)

Assignment approved effective _____

THE UNITED STATES OF AMERICA

FOR LAND ADMIN

JUL 11 1996

By _____
(Signing officer)

_____
(Title)

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

816523

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

IN THE MATTER OF U. S. OIL AND GAS LEASE DESIGNATED SERIAL NO. **EVANSTON 025552-A** COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF **SUBLETTE** STATE OF **WYOMING**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of **January 1** 19**48**, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. **Evanston 025552A**, affecting certain lands in the County of **Sublette** State of **Wyoming**, described as follows

T. 27N., R. 112W., 6th PM

Sec. 22: W½

320.00 acres

and,

~~WHEREAS, present owner and holder of said U. S. Oil and Gas Lease~~

WHEREAS, **BELFER NATURAL GAS COMPANY** is the present owner and holder of a **0.493** % overriding royalty interest in and to the oil, gas and other hydrocarbon substances produced, saved and sold from the said lands, under and pursuant to said Oil and Gas Lease,

NOW, THEREFORE, in consideration of the sum of $ **10.00**, and other good and valuable consideration, the receipt of which is hereby acknowledged, **BELFER NATURAL GAS COMPANY** does hereby set over, transfer and assign unto **BELCO PETROLEUM CORPORATION** subject to the approval of the Secretary of the Interior, an undivided **0.493** % overriding royalty interest in and to the oil and gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to the said Oil and Gas Lease.

Assignor agrees to execute such further instruments and assurances of title as assignee may reasonably request to properly vest in assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that **it** is the lawful owner of the interest hereby transferred and assigned; that **it** has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that **it** will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this _____ day of **SEP 28** 19**59**.

WITNESS:

Lillian Schuster

BELFER NATURAL GAS COMPANY

Jack Salts

Jack Salts, Partner, 630 Third Ave., New York 17, NY

STATE OF
COUNTY OF) ss.

On this _____ day of _____, 19___, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Witness my hand and seal this _____ day of _____, 19___.

My Commission Expires:

_____

258170

RECORDED July 30 1996 2:25 PM
IN BOOK 103 OR PAGE 564
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorlien

CERTIFIED
to be a true and correct comparative copy
of the official records on file

JUN 27 1996

BUREAU OF LAND MANAGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of _____, 1959, before me personally appeared JACK SALTS to me known to be a Partner of BELFER NATURAL GAS COMPANY, the partnership that executed the foregoing instrument on behalf of said partnership, and he acknowledged to me that he executed the same as the free act and deed of said partnership and that the same was executed by the partners and did not require the joinder of any other partner.

Given under my hand and seal this _____ day of _____, 1959.

_____ (Seal)
Notary Public, State of New York
No. 03 - 6600152
Qualified in Bronx County
Commission Expires March 30, 1960

565

REQUEST FOR APPROVAL OF ASSIGNMENT

816523

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized: _____
   Corporation or other legal entity (specify what kind) a corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

"This form is submitted in lieu of official Form 4-1275 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this _____ day of SEP 28 19 59

WITNESSES: ATTEST

John P. Dietzel
(Name and address)
John P. Dietzel, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) Executive Vice President
630 Third Avenue, New York 17, New York
(Address)

Assignment approved effective _____

THE UNITED STATES OF AMERICA

By _____
(Signing officer)

_____
(Title)

EOG LAND ADMIN
JUL 11 1996

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

RECORDED August 1 1996 1130A M
IN BOOK 103 PAGE 566
FEES $8.00 Mary L Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

258203

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jerry Jay Meester, Successor Trustee of the Melvin M. Meester and Helen C. Meester Family Trust established May 16, 1990, hereinafter referred to as Assignor, pursuant to the provisions of the Melvin M. Meester and Helen C. Meester Family Trust established May 16, 1990, and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, set over and convey unto Jerry Jay Meester, address, 6841 S. Clarkson, Littleton, Colorado 80122 and Marlene Mae Siragusa, address, 633 Rowland Boulevard, Novato, California 94947, hereinafter referred to as Assignees, as tenants in common, all rights, title and interest of Melvin M. Meester, Deceased and the Melvin M. Meester and Helen C. Meester Family Trust established May 16, 1990, including any and all overriding royalty interests, in and to that certain Oil and Gas Lease dated April 1, 1976, and recorded in Book 64 at Page 562 of the Records of Sublette County, Wyoming, (Federal Lease No. W-54137) insofar as said Oil and Gas Lease covers the following-described lands in Sublette County, State of Wyoming:

Township 27 North, Range 111 West of the 6th P.M.,
Sublette County, Wyoming
Section 17: SE/4
Section 20: NE/4
Section 21: NE/4, W/2
Section 33: NW/4SW/4

It is the express intention of the Assignor to transfer and convey to Assignees, any and all working interests and overriding royalty interests of either Melvin M. Meester or the Melvin M. Meester and Helen C. Meester Family Trust established May 16, 1990, in and to the following producing wells:

PP# 952273 - Reardon Draw Fed 2-21
PP# 953217 - Reardon Draw Fed 1-21
Bird Canyon Federal 20-20
Bird Canyon Federal 40-17
Condor Federal 30-33

Assignor has determined that Assignees are the persons entitled to distribution of said oil and gas leasehold interest and real estate from the Melvin M. Meester and Helen C. Meester Family Trust estabiished May 16, 1990. Assignor covenants with Assignees that Assignor has legal power and lawful authority to assign and convey the same.

Executed July 26, 1996.

Jerry Jay Meester

Jerry Jay Meester, Successor Trustee of the Melvin M. Meester and Helen C. Meester Family Trust established May 16, 1990

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me on July 26, 1996, by JERRY JAY MEESTER, Successor Trustee of the Melvin M. Meester and Helen C. Meester Family Trust established May 16, 1990, who acknowledged the execution thereof to be his voluntary act and deed in said capacity as Successor Trustee.

Yvonne Evanoff

Notary Public

My Commission Expires: 4-14-2000

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF SUBLETTE AND § SWEETWATER §

This ASSIGNMENT AND BILL OF SALE (hereinafter referred to as "Assignment") dated the 25th day of July, 1996, but effective as of the 1st day of July, 1996 ("Effective Time"), is from Snyder Oil Corporation, a Delaware corporation, with an office at 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter referred to as "Assignor") to Amoco Production Company, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80201 (hereinafter referred to as "Assignee").

W I T N E S S E T H :

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Assignee an undivided fifty percent (50%) of Assignor's interest in and to the following properties (real, personal or mixed) and rights (contractual or otherwise):

(a) All of Seller's undivided oil and gas leasehold interests, oil, gas and mineral leasehold interests and working interests, and any and all non-leasehold mineral and fee interests and overriding royalty interests, together with each and every kind and character of right, title, claim or interest which Assignor has in the leases, lands and other properties described in Exhibit "A" attached hereto and made a part hereof by reference; and

(b) All of Seller's right, title and interest in, to and under, or derived from, all of the present existing and valid unitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under orders, regulations, rules or other governmental agency having jurisdiction), all contracts, agreements and leases of any type, to the extent the same relate to any of the properties and interests described in Exhibit "A"; and

(c) All of Seller's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil, casinghead gas and gas sales, purchase, exchange, operating and processing contracts, agreement, and all other contracts, agreements and instruments to the extent they relate to any of the properties and interests described in Exhibit "A"; and

258227 430P
RECORDED Aug 2 1996 M
IN BOOK 103 Misc PAGE 568
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

(d) All of Seller's right, title and interest in and to all personal property, improvements, easements, permits, licenses, servitudes and rights-of-way to the extent the same are situated upon or used or held for future use in connection with the exploration, development or operation of the properties and interests described in Exhibit "A" or the production, treating, storing or transportation of oil, gas, other hydrocarbons or other minerals, including but not by way of limitation, wells (whether producing, shut-in, injection, or water supply or disposal wells), tanks, boilers, buildings, fixtures, machinery, and other equipment, pipelines, gathering lines, compressor facilities, power lines, telephone and telegraph lines, roads and other appurtenances to the extent the same are situated upon or used or held for future use in connection with the exploration, development or operation of properties (as hereinafter defined) and/or interests or the production, treating, storing or transportation of oil, gas, other hydrocarbons or other minerals; and

(e) Copies of Seller's books, records, files, documents, maps, information and data not restricted by third party agreements, related to the Properties but excluding any documents which are subject to the attorney-client privilege.

All of the properties (real, personal and mixed) and rights (contractual or otherwise) described hereinabove are referred to as "Properties." This conveyance of Properties shall exclude the Excluded Properties as that term is defined in that certain Purchase and Sale Agreement dated the 22nd day of July, 1996, by and between Snyder Oil Corporation, as Seller, and Amoco Production Company, as Buyer ("Purchase and Sale Agreement").

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Special Warranty of Title. **ASSIGNOR SHALL WARRANT TITLE TO AND FOREVER DEFEND TITLE TO THE PROPERTIES CONVEYED TO ASSIGNEE AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE PROPERTIES OR ANY PART THEREOF BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE. THE CONVEYANCE OF THE PROPERTIES SHALL BE MADE WITH FULL SUBSTITUTION AND SUBROGATION IN AND TO ALL OF THE RIGHTS AND ACTIONS OF WARRANTY THAT ASSIGNOR MAY HAVE AGAINST ASSIGNOR'S PREDECESSORS IN TITLE.**

2. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, decrees, orders, judgments, rules, regulations, licenses or permits which are promulgated, issued or enacted by a governmental entity having appropriate jurisdiction, and Assignee shall comply with the same at and after the Effective Time.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with

the land and with each subsequent transfer or assignment of the Properties, or any portion thereof.

4. Purchase and Sale Agreement. This Assignment is expressly made in accordance with and subject to the provisions contained in that certain Purchase and Sale Agreement between Assignor and Assignee dated July 22, 1996 and that certain Alliance Agreement between Assignor and Assignee dated July 25, 1996 which contains a preferential right to purchase, among other things, and the provisions of said agreement are incorporated herein by reference as though said provisions were fully set forth verbatim herein. If there is a conflict between the provisions of Purchase and Sale Agreement and this Assignment, the terms of the Purchase and Sale Agreement shall control the rights and obligations of the parties.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

Assignor
SNYDER OIL CORPORATION

By _____
Steven G. Van Hook
Attorney-in-Fact

Assignee
AMOCO PRODUCTION COMPANY

By _____
R. D. Howard
Attorney-in-Fact

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

On the 25th day of July, 1996 the foregoing instrument was acknowledged before me by Steven G. Van Hook, Attorney-In-Fact on behalf of Snyder Oil Corporation, a Delaware corporation.

My Commission Expires:

April 3, 2000

Robin D. Clark
Notary Public
1625 Broadway, Suite 2200
Denver, Colorado 80202

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

On the 25th day of July, 1996 the foregoing instrument was acknowledged before me by R. D. Howard, Attorney-In-Fact on behalf of Amoco Production Company, a Delaware corporation.

My Commission Expires:

April 3, 2000

Robin D. Ciark
Notary Public
1625 Broadway, Suite 2200
Denver, Colorado 80202

EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated July 25, 1996 between Snyder Oil Corporation, as Assignor, and Amoco Production Company, as Assignee.

I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
A. Sublette County, Wyoming								
20567	12-01-1992	USA WYW 127853	MCMURRY OIL COMPANY	BK 92 PG 200	027N107W	6	LOTS 3, 4, 5, SE/4NW/4, SE/4	1107.5
					027N107W	7	LOTS 1, 2, E/2NW/4	
					027N108W	1	LOTS 3, 4, S/2NW/4, SE/4	
					027N108W	12	NW/4, SE/4	
20445	04-02-1994	ST WY 94-00110	ROBERT L SCHUH	NOT AVAILABLE	027N105W	17	SE/4NE/4	40
20446	04-02-1994	ST WY 94-00109	L R MCSWEYN	NOT AVAILABLE	027N105W	16	ALL	640
20447	04-02-1994	ST WY 94-00112	L R MCSWEYN	NOT AVAILABLE	027N105W	36	ALL	640
20434	04-02-1994	ST WY 94-00126	L MCSWEYN	NOT AVAILABLE	027N106W	16	ALL	640
20441	04-02-1994	ST WY 94-00128	JOE CURRIE	NOT AVAILABLE	027N106W	36	ALL	640
20448	04-02-1994	ST WY 94-00125	L R MCSWEYN	NOT AVAILABLE	027N106W	7	LOT 6	80.55
						18	SW/4NE/4	
20461 A	04-27-1994	PULLEY, IRENE M, A WIDOW	OGM RESOURCES	BK 96 PG 727	027N106W	34	E/2NE/4	80
20461 B	04-23-1994	PULLEY, JOHN ET UX	OGM RESOURCES	BK 96 PG 701	027N106W	34	E/2NE/4	
20461 C	04-23-1994	PULLEY, ROGER ET UX	OGM RESOURCES	BK 96 PG 699	027N106W	34	E/2NE/4	
20461 D	04-23-1994	PULLEY, KENT ET UX	OGM RESOURCES	BK 96 PG 715	027N106W	34	E/2NE/4	
20461 E	05-09-1994	FRYBURGER, VELLA MAE ET VIR	OGM RESOURCES	BK 96 PG 713	027N106W	34	E/2NE/4	
20461 F	05-11-1994	PULLEY, SANDFORD T	OGM RESOURCES	BK 97 PG 349	027N106W	34	E/2NE/4	
20461 G	05-11-1994	MILLER, CAROL A ET VIR	OGM RESOURCES	BK 96 PG 725	027N106W	34	E/2NE/4	
20461 H	05-11-1994	LUZMOOR, BETH L. ET VIR	OGM RESOURCES	BK 96 PG 697	027N106W	34	E/2NE/4	
20466	05-01-1992	USA WYW 126771	JOHN P LOCKRIDGE	NOT AVAILABLE	027N106W	20	W/2, W/2SE/4	1640
					027N106W	21	SE/4SW/4, S/2SE/4	
					027N106W	22	S/2S/2	
					027N106W	23	S/2SW/4	
					027N106W	25	NW/4, W/2SW/4, SE/4SW/4, N/2SE/4, SE/4SE/4	
					027N106W	26	N/2, NE/4SW/4, N/2SE/4, SE/4SE/4	
20587	05-16-1994	DUNTON SHEEP COMPANY	MCMURRY OIL COMPANY	BK 96 PG 688	027N106W	7	SE/4SW/4	160
					027N106W	17	SW/4NW/4	
					027N106W	18	NW/4NE/4, SE/4NE/4	

572

EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated July 25, 1996 between Snyder Oil Corporation, as Assignor, and Amoco Production Company, as Assignee.

I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GR ACR
20588	05-16-1994	DUNTON SHEEP COMPANY	MCMURRY OIL COMPANY	BK 96 PG 684	027N106W	20	W/2NE/4, SE/4NE/4, E/2SE/4	
					027N106W	21	SW/4SW/4	
					027N106W	28	N/2NW/4	
20589	05-16-1994	DUNTON SHEEP COMPANY	MCMURRY OIL COMPANY	BK 96 PG 686	027N106W	25	NE/4SW/4, SW/4SE/4	8
20431	09-01-1988	USA WYW 90671	ELDON W HEAD	NOT AVAILABLE	027N107W	17	S/2SE/4	8
20442	04-02-1994	ST WY 94-00145	L R MCSWEYN	NOT AVAILABLE	027N107W	1	LOT 2, SW/4NE/4, W/2SE/4	279.7
					027N107W	12	E/2NE/4, NE/4SE/4	
20538	06-01-1987	USA WYW 104178	HPC, INC.	NOT AVAILABLE	027N107W	9	NW/4, SE/4	1274.17
					027N107W	10	NW/4, SE/4	
					027N107W	15	NW/4, SE/4	
					027N107W	18	LOTS 1, 2, E/2NW/4, SE/4	
20548	04-02-1992	ST WY 92-00189	MCMURRY OIL COMPANY	BK 88 PG 439	027N107W	8	SW/4SE/4	40
20549	04-02-1992	ST WY 92-00190	MCMURRY OIL COMPANY	BK 88 PG 439	027N107W	16	NW/4, SE/4	320
20550	04-02-1992	ST WY 92-00192	MCMURRY OIL COMPANY	BK 88 PG 441	027N107W	36	NW/4, SE/4	
20561	07-01-1992	USA WYW 127189	MCMURRY OIL COMPANY	BK 88 PG 732	027N107W	4	LOTS 3, 4, S/2NW/4, SE/4	131
					027N107W	5	LOTS 3, 4, S/2NW/4, SE/4	
					027N107W	7	SE/4	
					027N107W	8	NW/4, N/2SE/4, SE/4SE/4	
					027N107W	17	NW/4, N/2SE/4	
20562	07-01-1992	USA WYW 127190	MCMURRY OIL COMPANY	BK 88 PG 735	027N107W	14	NW/4, SE/4	640
					027N107W	23	NW/4, SE/4	
20568	12-01-1992	USA WYW 127854	MCMURRY OIL COMPANY	BK 92 PG 202	027N107W	19	LOTS 1, 2, E/2NW/4, SE/4	953.81
					027N107W	20	NW/4, SE/4	
					027N107W	21	NW/4, SE/4	
20639	08-01-1993	USA WYW 129973	TEXACO EXPLORATION	NOT AVAILABLE	027N107W	30	LOTS 1, 2, 3, & 4, E/2, E/2W/2	1266.56
					027N107W	32	ALL	
20450	09-01-1993	USA WYW 129993	KAY PAPULAK	NOT AVAILABLE	027N106W	28	NW/4NE/4	360
					027N106W	29	SW/4	
					027N106W	29	NE/4	
20533	03-01-1992	USA WYW 126474	MCMURRY OIL COMPANY	BK 88 PG 456	027N106W	17	SW/4	629
					027N106W	18	LOTS 1, 2, E/2NW/4	
					027N106W	19	LOTS 1, 2, E/2NW/4	
					027N106W	20	SE/4	

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I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
20536	03-01-1992	USA WYW 126473	MCMURRY OIL COMPANY	BK 88 PG 455	027N108W	4	LOTS 3, 4, S/2NW/4, SE/4	960.28
					027N108W	5	LOTS 3, 4, S/2NW/4, SE/4	
					027N108W	8	NW/4, SE/4	
20584	04-01-1989	USA WYW 115608	JAS O BREENE JR	NOT AVAILABLE	027N108W	6	LOTS 3, 4, 5, SE/4NW/4, SE/4	313.92
20643	12-01-1986	USA WYW 102732	EUGENE J WAIT JR	NOT AVAILABLE	027N108W	28	SE/4	320
					027N108W	35	SE/4	
20452	10-01-1993	USA WYW 130318	KAY PAPULAK	NOT AVAILABLE	027N109W	12	N/2,SW/4	1880
					027N109W	13	NW/4	
					027N109W	14	W/2NW/4, SE/4	
					027N109W	15	N/2, N/2S/2, SW/4SW/4	
					027N109W	23	E/2	
					027N109W	24	SW/4	
20583	02-01-1989	USA WYW 114848	JAS O BREENE JR	NOT AVAILABLE	027N109W	11	NW/4	320
					027N109W	23	W/2W/2	
20565	08-01-1990	USA WYW 120908	L M GRACE JR	NOT AVAILABLE	028N107W	10	SE/4	2400
					028N107W	15	NW/4, SE/4	
					[redacted]	17	NW/4, [redacted]	
					[redacted]	20	SE/4	
					028N107W	21	NW/4, SE/4	
					[redacted]	22	NW/4, SE/4	
					[redacted]	26	[redacted]	
					[redacted]	27	[redacted]	
					028N107[redacted]	28	[redacted]	
20440	04-02-1994	ST WY 94-00130	ROBERT L SCHUH	NOT AVAILABLE	[redacted]	19	[redacted]	112.52
					028N108W	30	LOTS 3 & 4 [redacted]	
20453	11-01-1987	USA WYW 106149	ZKRB INC.	NOT AVAILABLE	028N108W	18	LOTS 2, 3, 4, NE/4SW/4	1405.62
					028N108W	19	LOTS 1, 2, 3, 4, SE/4NW/4, SE/4SW/4, SE/4	
					028N108W	20	W/2SW/4	
					028N108W	22	S/2NE/4, NW/4SE/4	
					028N108W	31	LOTS 3, 4, E/2SW/4	
					028N107W	25	W/2E/2, W/2, NE/4SE/4	
20469 A	04-27-1994	CASE, ANN MARIE ET VIR	OGM RESOURCES	BK 96 PG 703	028N108W	4	LOTS 2, 3, 4	978.71
					028N108W	5	LOTS 1, SE/4SE/4	
					028N108W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N108W	17	W/2NW/4	
					028N108W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N108W	19	NE/4NW/4	
					028N108W	23	SW/4	
					028N108W	26	NW/4NW/4	

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I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GR AC
20469 B	04-23-1994	ERRAMOUSPE, JOHN B ET UX	OGM RESOURCES	BK 96 PG 707	028N106W	4	LOTS 2, 3, 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20469 C	04-27-1994	ERRAMOUSPE, JOSEPH J ET UX	OGM RESOURCES	BK 96 PG 709	028N106W	4	LOTS 2, 3, 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20469 D	04-27-1994	CANESTRINI, CATHERINE ET VIR	OGM RESOURCES	BK 96 PG 705	028N106W	4	LOTS 2, 3, 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20469 E	04-27-1994	ERRAMOUSPE, PAUL S ET UX	OGM RESOURCES	BK 96 PG 721	028N106W	4	LOTS 2, 3, & 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20469 F	04-27-1994	MOSSMAN, GRACE ET VIR	OGM RESOURCES	BK 96 PG 719	028N106W	4	LOTS 2, 3, & 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	

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I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
20469 G	04-27-1994	SELLYEI, MARGUERITE LOUISE ET	OGM RESOURCES	BK 96 PG 717	028N106W	4	LOTS 2, 3, & 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20469 H	04-23-1994	ERRAMOUSPE, SISTER MIRIAM GRACE	OGM RESOURCES	BK 96 PG 711	028N106W	4	LOTS 2, 3, & 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20469 I	05-10-1994	GOSAR, BERNADETTE	OGM RESOURCES	BK 96 PG 723	028N106W	4	LOTS 2, 3, & 4	
					028N106W	5	LOT 1, SE/4SE/4	
					028N106W	8	E/2NE/4, SW/4NE/4, N/2SW/4, NW/4SE/4, SW/4SW/4	
					028N106W	17	W/2NW/4	
					028N106W	18	SE/4NE/4, W/2SE/4, SE/4SW/4	
					028N106W	19	NE/4NW/4	
					028N106W	23	SW/4	
					028N106W	26	NW/4NW/4	
20439	04-02-1994	ST WY 94-00146	L R MCSWEYN	NOT AVAILABLE	028N107W	36	ALL	640
20551	04-02-1992	ST WY 92-00193	MCMURRY OIL COMPANY	BK 88 PG 442	028N107W	16	NW/4, SE/4	320
20552	04-02-1992	ST WY 92-00194	MCMURRY OIL COMPANY	BK 88 PG 443	028N107W	24	SE/4SE/4	40
20553	04-02-1992	ST WY 92-00195	MCMURRY OIL COMPANY	BK 88 PG 444	028N107W	25	E/2NE/4, SE/4SE/4	120
20563	07-01-1992	USA WYW 127191	MCMURRY OIL COMPANY	BK 88 PG 738	028N107W	5	SE/4	794.56
					028N107W	17	NW/4, SE/4	
					028N107W	18	LOTS 1, 2, E/2NW/4, SE/4	
20582	12-01-1992	USA WYW 127856	JOHN P STRANG	NOT AVAILABLE	028N107W	23	W/2W/2	160
20525	01-01-1992	USA WYW 125946	HIGH PLAINS ENERGY CO	NOT AVAILABLE	028N106W	23	NW/4, SE/4	320
20526	01-01-1992	USA WYW 125947	HIGH PLAINS ENERGY CO	NOT AVAILABLE	028N106W	26	NW/4, SE/4	1280
					028N106W	27	NW/4, SE/4	
					028N106W	28	NW/4, SE/4	
					028N106W	29	NW/4, SE/4	

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SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GRO ACR
20540	10-01-1987	USA WYW 107206	LIBERTY PETROLEUM CORP	NOT AVAILABLE	028N108W	12	NW/4, SE/4	
					028N108W	13	NW/4, SE/4	
					028N108W	24	NW/4, SE/4	
20541	10-01-1987	USA WYW 100901	LIBERTY PETROLEUM CORP	NOT AVAILABLE	028N108W	14	NW/4, SE/4	320
20542	12-01-1989	USA WYW 118151	HOME PETROLEUM CORP	BK 84 PG 590	028N108W	1	LOTS 1, 2, S/2SE/4	162.7
20543	12-01-1989	USA WYW 118152	HOME PETROLEUM CORP	BK 84 PG 585	028N108W	30	LOTS 1, 2, E/2NW/4, SE/4	626.9
					028N108W	31	LOTS 1, 2, E/2NW/4, SE/4	
20544	12-01-1989	USA WYW 118153	HOME PETROLEUM CORP	BK 84 PG 580	028N108W	25	NW/4, SE/4	1280
					028N108W	33	NW/4, SE/4	
					028N108W	34	NW/4, SE/4	
					028N108W	35	NW/4, SE/4	
20569	12-02-1992	ST WY 92-00412	MCMURRY OIL COMPANY	BK 91 PG 363	028N108W	36	NW/4, SE/4	
20574	11-01-1990	USA WYW 122309	STANDARD ENERGY CORP	NOT AVAILABLE	028N108W	32	NW/4, SE/4	
50075	01-01-1992	USA WYW 125945	HIGH PLAINS ENERGY CO	NOT AVAILABLE	028N108W	15	ALL	640
20573	09-01-1993	USA WYW 130232	MCMURRY OIL COMPANY	BK 93 PG 321	028N108W	11	NE/4, SW/4	320
20576	01-01-1993	USA WYW 128039	KENNETH K FARMER	BK 92 PG 407	028N109W	10	NE/4, SW/4	960
					028N109W	14	NE/4, SW/4	
					028N109W	25	NW/4, SE/4	
20577	12-01-1993	USA WYW 130730	MCMURRY OIL COMPANY	BK 94 PG 461	028N109W	2	LOTS 3 & 4, S/2SW/4	461.21
					028N109W	3	LOTS 3 & 4, S/2SW/4	
					029N109W	34	SW/4	
20578	12-02-1993	ST WY 93-00553	MCMURRY OIL COMPANY	BK 96 PG 3	028N109W	16	NE/4, SW/4	320
20579	12-02-1993	ST WY 93-00554	MCMURRY OIL COMPANY	BK 96 PG 5	028N109W	36	NW/4, SE/4	320
20647	08-01-1994	USA WYW 133071	MCMURRY OIL COMPANY	BK 97 PG 459	028N109W	4	LOT 3, SW/4SW/4	407.46
					028N109W	9	NE/4, SW/4	
50007	08-01-1992	USA WYW 127204	JAVELINA PARTNERS	NOT RECORDED	028N109W	4	LOT 4, SE/4SW/4	89
20534	03-01-1992	USA WYW 126377	MCMURRY OIL COMPANY	BK 88 PG 454	028N110W	5	LOT 3, 4, SW/4	735.84
					028N110W	7	NE/4	
					028N110W	8	NE/4, SW/4	

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I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
20557	04-02-1992	ST WY 92-00201	MCMURRY OIL COMPANY	BK 88 PG 450	028N110W	16	NE/4, SW/4	320
20436	04-02-1994	ST WY 94-00134	L R MCSWEYN	NOT AVAILABLE	029N106W	24	N/2SE/4, SW/4SE/4	320
					[redacted]	25	W/2NE/4, S/2NW/4, NW/4SW/4	
20437	04-02-1994	ST WY 94-00132	L R MCSWEYN	NOT AVAILABLE	[redacted]	16	ALL	640
50175	05-01-1992	USA WYW 134684	MCMURRY OIL COMPANY	NOT AVAILABLE	[redacted]	32	NW/4, SE/4	320
20558	05-01-1992	USA WYW 126676	MCMURRY OIL COMPANY	BK 88 PG 471	[redacted]	33	NW/4, SE/4	320
20564	07-01-1992	USA WYW 127192	MCMURRY OIL COMPANY	BK 88 PG 741	[redacted]	19	LOTS 1, 2, E/2NW/4, SE/4	961.18
					[redacted]	20	NW/4	
					[redacted]	29	SE/4	
					[redacted]	32	NW/4, SE/4	
20580	04-02-1994	ST WY 94-00148	MCMURRY OIL COMPANY	BK 96 PG 426	[redacted]	16	NW/4, SE/4	320
20581	04-02-1994	ST WY 94-00147	MCMURRY OIL COMPANY	BK 96 PG 424	[redacted]	12	NE/4SE/4	40
20644	12-01-1986	USA WYW 102717	EUGENE J WAIT JR	NOT AVAILABLE	[redacted]	30	LOTS 1, 2, E/2NW/4, SE/4	642.68
					[redacted]	31	LOTS 1, 2, E/2NW/4, SE/4	
20645	08-01-1994	USA WYW 133051	MCMURRY OIL COMPANY	BK 97 PG 457	[redacted]	4	LOTS 3, 4, S/2NW/4, SE/4	1201.74
					[redacted]	5	LOTS 3, 4, S/2NW/4, SE/4	
					[redacted]	8	LOTS 3, 4, S, SE/4NW/4, SE/4	
					[redacted]	33	SE/4, E/2NW/4	
50041	09-01-1995	USA WYW 137239	SNYDER OIL CORPORATION	NOT AVAILABLE	[redacted]	6	LOT 7	1084.83
					[redacted]	7	LOTS 1, 4, S/2NE/4, E/2SW/4, SE/4	
					[redacted]	17	LOTS 1, 2, 3, 4, E/2W/2, E/2	
50042	09-01-1995	USA WYW 137240	SNYDER OIL CORPORATION	NOT AVAILABLE	[redacted]	11	ALL	2480
					[redacted]	12	ALL	
					[redacted]	13	N/2, N/2S/2, SE/4SW/4, S/2SE/4	
					029N107W	14	N/2, SW/4, W/2SE/4, SE/4SE/4	
20527	01-01-1992	USA WYW 125948	HIGH PLAINS ENERGY CO	NOT AVAILABLE	[redacted]	15	LOTS 3, 4, E/2SW/4, NE/4	628.56
					[redacted]	22	NW/4, SE/4	
20528	01-01-1992	USA WYW 125949	HIGH PLAINS ENERGY CO	NOT AVAILABLE	[redacted]	19	LOTS 3, 4, E/2SW/4, NE/4	948.06
					[redacted]	30	LOTS 3, 4, E/2SW/4, NE/4	
					[redacted]	31	LOTS 3, 4, E/2SW/4, NE/4	

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20532	01-01-1992	USA WYW 126100	MCMURRY OIL COMPANY	BK 88 PG 452	[illegible]	6	LOTS 1, 2, 6, 7, E/2SW/4, S/2NE/4	172
					[illegible]	7	LOTS 3, 4, E/2SW/4, NE/4	
					[illegible]	1	LOTS 1, 2, S/2NE/4, SW/4	
					[illegible]	9	NE/4, SW/4	
					[illegible]	10	NE/4, SW/4	
					[illegible]	12	SW/4	
20545	12-01-1989	USA WYW 118154	HOME PETROLEUM CORP	BK 84 PG 574	[illegible]	9	NW/4, SE/4	640
					[illegible]	17	NW/4, SE/4	
20554	04-02-1992	ST WY 92-00196	MCMURRY OIL COMPANY	BK 88 PG 445	[illegible]	36	NW/4, SE/4	320
20559	05-01-1992	USA WYW 126877	MCMURRY OIL COMPANY	BK 88 PG 470	[illegible]	3	SW/4NW/4, SW/4, SW/4SE/4	520
					[illegible]	33	SW/4NW/4, SW/4, S/2SE/4	
20566	11-01-1992	USA WYW 127749	MCMURRY OIL COMPANY	BK 92 PG 196	[illegible]	15	NW/4, SE/4	1600
					[illegible]	22	NW/4, SE/4	
					[illegible]	25	N/2S, SE/4	
					[illegible]	26	ALL	
20570	03-01-1993	USA WYW 128703	MCMURRY OIL COMPANY	BK 92 PG 12	[illegible]	10	NW/4, SE/4	
					[illegible]	14	NW/4, SE/4	
21465	12-01-1989	USA WYW 118155	ONAGER ENTERPRISES	NOT AVAILABLE	[illegible]	21	ALL - ORI ONLY	1920
					[illegible]	28	ALL - ORI ONLY	
					[illegible]	33	ALL - ORI ONLY	
50076	01-01-1992	USA WYW 125950	HIGH PLAINS ENERGY CO	NOT AVAILABLE	[illegible]	26	ALL	640
50077	08-01-1986	USA WYW 102899	EUGENE J. WAIT, JR.	NOT AVAILABLE	[illegible]	27	ALL	640
20529	01-01-1992	USA WYW 125952	HIGH PLAINS ENERGY CO	NOT AVAILABLE	[illegible]	13	N/2, SW/4	1280
					[illegible]	14	NE/4, SW/4	
					[illegible]	23	NE/4, SW/4	
					[illegible]	24	NE/4, SW/4	
20530	01-01-1992	USA WYW 125953	HIGH PLAINS ENERGY CO	NOT AVAILABLE	[illegible]	15	SW/4	480
					[illegible]	22	NE/4, SW/4	
20531	01-01-1992	USA WYW 125954	HIGH PLAINS ENERGY CO	NOT AVAILABLE	[illegible]	25	NE/4, SW/4	320
20546	12-01-1989	USA WYW 118163	HOME PETROLEUM CORP	BK 84 PG 566	[illegible]	20	NE/4, SW/4	960
					[illegible]	21	NE/4, SW/4	
					[illegible]	28	NE/4, SW/4	
20547	12-01-1989	USA WYW 118164	HOME PETROLEUM CORP	BK 84 PG 562	[illegible]	26	NE/4, SW/4	
					[illegible]	27	NE/4, SW/4	
20555	04-02-1992	ST WY 92-00199	MCMURRY OIL COMPANY	BK 88 PG 448	[illegible]	36	NE/4, SW/4	320

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20571	04-02-1993	ST WY 93-00109	MCMURRY OIL COMPANY	BK 92 PG 273	029N106W	16	NE/4, SW/4	320
20648	08-01-1994	USA WYW 133072	MCMURRY OIL COMPANY	BK 97 PG 460	029N106W	2	SW/4	160
20649	08-01-1994	USA WYW 133073	MCMURRY OIL COMPANY	NOT AVAILABLE	029N106W	19	NE/4NE/4, SW/4NE/4, NE/4SW/4, & LOT 4	322.75
					029N106W	34	NE/4	
50005	12-01-1989	USA WYW 118162	LIBERTY PETROLEUM CORP	NOT RECORDED	029N106W	3	S/2SW/4	1051.88
					029N106W	7	NE/4, LOT 3, 4, E/2SW/4	
					029N106W	11	NE/4, SW/4	
					029N106W	17	NE/4, SW/4	
50006	07-01-1991	USA WYW 124622	GREGOR KLURFELD	NOT RECORDED	029N106W	3	LOTS 1, 2, S/2NE/4, N/2SW/4	954.7
					029N106W	4	LOTS 1, 2, S/2NE/4, SW/4	
					029N106W	8	LOTS 1, 2, S/2NE/4, SW/4	
					030N106W	33	S/2SW/4	
50050	04-01-1996	USA WYW 138524	SNYDER OIL CORPORATION	NOT RECORDED	029N106W	8	LOTS 1, 2, 6, 7, S/2NE/4, E/2SW/4	981.29
					029N106W	8	NE/4, SW/4	
					029N106W	18	LOTS 3, 4, NE/4, E/2SW/4	
20641	12-01-1989	USA WYW 118148	R K O'CONNELL	NOT AVAILABLE	030N107W	29	NW/4, SE/4	1201.44
					030N107W	30	SE/4	
					030N107W	31	LOTS 1, 2, E/2NW/4, SE/4	
					030N107W	32	NW/4, SE/4	
					030N107W	33	W/2NW/4	
20642	04-01-1994	USA WYW 131987	HOWELL R SPEAR	NOT AVAILABLE	030N107W	15	NW/4, SE/4	960
					030N107W	22	NW/4, SE/4	
					030N107W	27	NW/4, SE/4	
20646	08-01-1994	USA WYW 133052	MCMURRY OIL COMPANY	BK 97, PG 458	030N107W	17	NW/4	640
					030N107W	28	NW/4, SE/4	
					030N107W	34	NW/4	
20590	04-02-1992	ST WY 92-00197	MCMURRY OIL COMPANY	BK 88 PG 446	030N108W	16	SW/4	160
20591	04-02-1992	ST WY 92-00198	MCMURRY OIL COMPANY	BK 88 PG 447	030N108W	36	NW/4, SE/4	320
20535	01-01-1992	USA WYW 126101	MCMURRY OIL COMPANY	BK 88 PG 453	030N109W	10	SW/4	1552.15
					030N109W	18	NE/4	
					030N109W	19	LOTS 3, 4, E/2SW/4, NE/4	
					030N109W	30	LOTS 3, 4, E/2SW/4, NE/4	
					030N109W	32	NE/4, SW/4	
					030N109W	33	NE/4, N/2SW/4	
20539	07-01-1985	USA WYW 106728	CONOCO, INC.	NOT AVAILABLE	030N109W	29	NE/4, SW/4	654.27
					030N109W	31	LOTS 3, 4, E/2SW/4, NE/4	

EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated July 25, 1996 between Snyder Oil Corporation, as Assignor, and Amoco Production Company, as Assignee.

I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
A. Sublette County, Wyoming								
20556	04-02-1992	ST WY 92-00200	MCMURRY OIL COMPANY	BK 88 PG 449	030N109W	36	NE/4, SW/4	320
20560	05-01-1992	USA WYW 128772	MCMURRY OIL COMPANY	BK 88 PG 470	030N109W	3	LOT 2, SW/4NE/4	79.94
50183	05-01-1992	USA WYW 135470	MCMURRY OIL COMPANY	BK 88 PG 470	030N109W	13	NE/4NW/4	40
20572	04-02-1993	ST WY 93-00114	MCMURRY OIL COMPANY	BK 92 PG 275	030N110W	36	NE/4, SW/4	320
50013	02-14-1995	USA WYW 133469 (R-O-W)	SNYDER OIL CORPORATION	NOT AVAILABLE	028N108W	5	LOTS 2, 3, 4	
					028N108W	6	LOT 1,SE/4SE/4	
					028N108W	7	LOTS 3, 4, N/2NE/4, SW/4NE/4, SE/4NW/4, NE/4SW/4	
					028N109W	1	LOTS 3, 4, SE/4SW/4	
					028N109W	12	W/2NE/4, SE/4NE/4, NE/4NW/4, NE/4SE/4	
					028N109W	26	S/2NE/4, NW/4SE/4	
					028N107W	19	LOT 3, S/2NE/4, NE/4SW/4, NW/4SE/4	
					028N107W	20	S/2N/2, NE/4SE/4	
					028N107W	21	W/2SW/4, SE/4SW/4, SE/4	
					028N107W	22	E/2NE/4, NE/4SW/4, S/2S/2, NE/4SE/4	
					028N107W	23	NW/4NW/4	
					028N106W	21	W/2E/2	
					028N106W	24	NE/4SE/4, S/2SE/4	
					028N106W	25	NW/4NE/4, NE/4NW/4, S/2NW/4	
					029N106W	29	S/2NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4	
					029N106W	27	SE/4SE/4	
					029N106W	28	NW/4NE/4, NE/4NW/4, SE/4NW/4, W/2SE/4	
					029N106W	30	LOT 4	
					029N106W	31	LOT 1, 2, 3, W/2NW/4, SE/4NW/4, E/2SW/4, SW/4SE/4	
					029N106W	33	W/2NE/4, SE/4NE/4, E/2SE/4	
					029N106W	34	N/2NE/4, SW/4NE/4, SE/4NW/4, SW/4	
					029N106W	25	E/2E/2, NW/4NE/4	
B. Sweetwater County, Wyoming								
20640	05-25-1994	MCMURRY TRUST	THAMES PROPERTIES INC	BK 857 PG 859	024N106W	2	LOTS 3, 4, SW/4	1113.56
					024N106W	3	LOT 1, NE/4SE/4	
					024N106W	10	S/2NE/4	
					024N106W	11	NW/4, N/2SW/4	
					025N105W	31	FARM UNIT E-4 AS DESCRIBED IN PLAT BOOK 1 AT PAGE 20,	
					025N105W	31	LESS & EXCEPT A PARCEL IN THE W/2SW/4 SEC 31 AS	
					025N105W	31	DESCRIBED IN BOOK 848 PG 177	
20430 A	05-12-1994	CHILTON, DARRYL T	OGM RESOURCES	BK 851 PG 1169	025N105W	7	LOTS 1, 2, 3, 4	159.75
20430 B	07-15-1994	ROUTH, CHERILL A., A WIDOW	OGM RESOURCES	BK 855 PG 240	025N105W	7	LOTS 1, 2, 3, 4	
20430 C	07-15-1994	ROUTH, STACEY ANN	OGM RESOURCES	BK 855 PG 238	025N105W	7	LOTS 1, 2, 3, 4	

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EXHIBIT "A"

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I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
20430 D	07-15-1994	LEE ANN INVESTMENT COMPANY	OGM RESOURCES	BK 858 PG 528	025N105W	7	LOTS 1, 2, 3, 4	
20443	04-02-1994	ST WY 94-00104	JOE CURRIE	NOT AVAILABLE	025N105W	20	S/2NE/4	160
					025N105W	21	S/2NW/4	
20458	04-20-1994	KUSECK, JOSEPH R ET UX	OGM RESOURCES	VOL 851 PG 1149	025N105W	18	LOTS 1, 2	79.48
20467 A	04-20-1994	QUINLAN, JUNE A, A WIDOW	OGM RESOURCES	BK 851 PG 1158	025N105W	18	NE/4NW/4	40
20467 B	04-21-1994	DAYTON, MARGARET C	OGM RESOURCES	BK 851 PG 1165	025N105W	18	NE/4NW/4	
20524	06-06-1994	MOSQUITO CREEK OUTFITTERS, INC	OGM RESOURCES	BK 851 PG 1928	025N105W	18	NE/4, SE/4NW/4	200
20428	05-07-1994	ANDERSON, THEODORE L ET UX	OGM RESOURCES	BK 851 PG 1171	025N106W	23	A TRACT OF LAND SITUATED IN FARM UNIT NO. 14 OF THE EDEN	38.57
					025N106W	23	PROJECT, ACCORDING TO A PLAT THEREOF RECORDED IN THE	
					025N106W	23	OFFICE OF THE COUNTY CLERK, IN PLAT BOOK 1, AT PAGE 49.	
					025N106W	23	AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY	
					025N106W	23	DEED RECORDED IN BK 773, PG 704 OF THE COUNTY RECORDS.	
20429	05-07-1994	LACEY, RICHARD J	OGM RESOURCES	BK 851 PG 1167	025N106W	23	A TRACT OF LAND SITUATED IN FARM UNIT NO. 14 OF THE EDEN	5
					025N106W	23	PROJECT, ACCORDING TO A PLAT THEREOF RECORDED IN THE	
					025N106W	23	OFFICE OF THE COUNTY CLERK, IN PLAT BOOK 1, AT PAGE 49,	
					025N106W	23	AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY	
					025N106W	23	DEED RECORDED IN BOOK 778, PAGE 632 OF THE COUNTY RECORDS	
20432 A	05-10-1994	WRIGHT, FRANK T	OGM RESOURCES	BK 851 PG 1173	025N106W	13	W/2, SE/4	720
					025N106W	24	N/2NW/4, E/2NE/4, N/2SE/4	
20432 B	05-03-1994	STOUT, GERALD W ET UX	OGM RESOURCES	BK 851 PG 1147	025N106W	24	NE/4NE/4	40
20433 A	04-30-1994	CASENAVE, FRANKIEANN ET VIR	OGM RESOURCES	BK 851 PG 1178	025N106W	14	SE/4NE/4, E/2SE/4	120
20433 B	05-01-1994	COPPES, WILLIAM J	OGM RESOURCES	BK 851 PG 1180	025N106W	14	SE/4NE/4, E/2SE/4	
20433 C	04-30-1994	BARONI, MARIE ET VIR	OGM RESOURCES	BK 851 PG 1175	025N106W	14	SE/4NE/4, E/2SE/4	
20444	04-02-1994	ST WY 94-00121	JOE CURRIE	NOT AVAILABLE	025N106W	16	N/2, SW/4, NW/4SE/4	520
20459 A	04-19-1994	STOUT, GERALD W ET UX	OGM RESOURCES	BK 851 PG 1155	025N106W	12	E/2SW/4; FARM UNIT F-9 OF THE EDEN VALLEY PROJECT,	550.51
					025N106W	12	MORE PARTICULARLY DESCRIBED IN PLAT BOOK 1, PAGE 57,	
					025N106W	12	OF THE OFFICE OF THE COUNTY CLERK, SWEETWATER COUNTY,	
					025N106W	12	WYOMING, BEING A PART OF SECS. 11, 12,	
					025N106W	15	FARM UNIT NO. F-15 OF THE EDEN VALLEY PROJECT, MORE PARTICULARLY	
					025N106W	15	DESCRIBED IN PLAT BOOK 1, PAGE 51, OF THE OFFICE OF THE COUNTY	
					025N106W	15	CLERK , SWEETWATER COUNTY, WYOMING BEING PART OF SECTIONS	
					025N106W	15	15 AND 22	

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EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated July 25, 1996 between Snyder Oil Corporation, as Assignor, and Amoco Production Company, as Assignee.

I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GRO ACR
20459 B	04-26-1994	MILLER, DONALD S ET UX	OGM RESOURCES	BK 851 PG 1153	025N106W	15	A TRACT OF LAND BEING A PORTION OF FARM UNIT NO. F-15 OF THE EDEN	
					025N106W	15	PROJECT, SWEETWATER COUNTY, WYOMING, MORE PARTICULARLY	
					025N106W	15	DESCRIBED IN BOOK 514, PAGE 1 OF THE OFFICE OF THE COUNTY CLERK,	
					025N106W	15	SWEETWATER COUNTY, WYOMING, AND LOCATED IN THE NE/4SW/4	
					025N106W	15	& S/2SW/4 OF SEC.15 AND THE N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4	
					025N106W	15	OF SEC 22	
20459 C	05-04-1994	STOUT, ALLEN R ET UX	OGM RESOURCES	BK 851 PG 1160	025N106W	15	TRACT OF LAND, BEING A PORTION OF FARM UNIT NO F-15 OF EDEN	
					025N106W	15	VALLEY PROJECT, SWEETWATER COUNTY, WYOMING, MORE	
					025N106W	15	PARTICULARLY DESCRIBED IN BOOK 542, PAGE 234 OF THE OFFICE OF THE	
					025N106W	15	COUNTY CLERK, SWEETWATER COUNTY, WYOMING	
20459 D	05-07-1994	KAYE, MICHAEL ET UX	OGM RESOURCES	BK 851 PG 1162	025N106W	12	W/2SE/4; SE/4SE/4; E/2SW/4	
					025N106W	12	FARM UNIT F-9 OF THE EDEN VALLEY PROJECT, MORE	
					025N106W	12	PARTICULARLY DESCRIBED IN PLAT BOOK 1, PAGE 57, OF	
					025N106W	12	THE OFFICE OF THE COUNTY CLERK, SWEETWATER COUNTY, WY,	
					025N106W	12	BEING A PART OF SECTIONS 11,12 AND CONTAINING 269.21	
					025N106W	12	ACRES, MORE OR LESS.	
					025N106W	13	NE/4	
20464 A	04-24-1994	SKORCZ, DONALD D ET UX	OGM RESOURCES	BK 851 PG 1151	025N106W	23	A TRACT IN THE W/2NE/4 (BEING PART OF FARM UNIT F-14,	
					025N106W	23	OF THE EDEN PROJECT) AS RECORDED IN PLAT BOOK 1 AT PAGE 49	
20611 A	07-06-1994	AULD, ROBERT J ET UX	OGM RESOURCES	BK 853, PG 1591	025N106W	23	NE/4NE/4 AND FARM UNIT F-14A OF THE EDEN PROJECT	40
20611 B	07-06-1994	AULD, SCOTT AKA SCOTT J AULD	OGM RESOURCES	BK 853, PG 1593	025N106W	23	NE/4NE/4 AND FARM UNIT F-14A OF THE EDEN PROJECT	
20611 C	07-06-1994	MORTENSEN, ROSE MARIE	OGM RESOURCES	BK 853, PG 1595	025N106W	23	NE/4NE/4 AND FARM UNIT F-14A OF THE EDEN PROJECT.	
20611 D	07-06-1994	ICE, ANNETTE L	OGM RESOURCES	BK 853, PG 159[illegible]	025N106W	23	NE/4NE/4 AND FARM UNIT F-14A OF THE EDEN PROJECT.	
20435	04-02-1994	ST WY 94-00143	JOE CURRIE	NOT AVAILABLE	025N107W	16	ALL	640
20438	04-02-1994	ST WY 94-00123	JOE CURRIE	NOT AVAILABLE	026N106W	16	ALL	640
20449	06-01-1994	USA WYW 132400	JOE CURRIE	NOT AVAILABLE	026N107W	23	ALL	2560
					026N107W	24	ALL	
					026N107W	26	ALL	
					026N107W	27	ALL	
20462	06-01-1994	USA WYW 132399	JOE CURRIE	NOT AVAILABLE	026N107W	19	LOTS 1, 2, NE/4, E/2NW/4	1586.11
					026N107W	29	ALL	
					026N107W	30	LOTS 1, 2, 3, 4, E/2, E/2W/2	

EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated July 25, 1996 between Snyder Oil Corporation, as Assignor, and Amoco Production Company, as Assignee.

I. Leases

SOCO LEASE #	EFF DATE	LESSOR	LESSEE	RECORDING	T-R	SEC	DESCRIPTION	GROSS ACRES
20519	12-02-1993	ST WY 93-00550	DAVE W HOLWEGNER	NOT AVAILABLE	026N107W	16	ALL	640
20523	06-01-1994	USA WYW 132398	JOE CURRIE	NOT AVAILABLE	026N107W	10	ALL	2560
					026N107W	11	ALL	
					026N107W	12	ALL	
					026N107W	13	ALL	
20604	03-01-1988	USA WYW 108077	TRICONTINENTAL RES	NOT AVAILABLE	026N107W	6	LOTS 1, 2, 3, 4, 5, 6, & 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4	1255.87
20605	03-01-1988	USA WYW 108078	TRICONTINENTAL RES	NOT AVAILABLE	026N107W	7	LOTS 1, 2, 3, 4, E/2W/2, E/2	2224.76
					026N107W	18	LOTS 1, 2, 3, 4, E/2W/2, E/2	
					026N107W	19	LOTS 3, 4, E/2SW/4, SE/4	
					026N107W	20	ALL	
					026N107W	28	ALL	
20610	08-01-1988	USA WYW 104798	MARVIN E. WOLF	NOT AVAILABLE	026N107W	34	ALL	1280
					026N107W	35	ALL	
20451	09-01-1993	USA WYW 129992	KAY PAPULAK	NOT AVAILABLE	026N108W	10	ALL	3520
					026N108W	13	ALL	
					026N108W	14	ALL	
					026N108W	15	ALL	
					026N108W	17	SE/4	
					026N108W	21	ALL	
					026N108W	29	NE/4	
20465	03-01-1988	USA W 88573	ELAINE C GIST	NOT FILED	026N108W	7	LOTS 1, 2, 3, 4, E/2, E/2W/2	2211.02
					026N108W	18	LOTS 1, 2, 3, 4, E/2, E/2W/2	
					026N108W	19	LOTS 3, 4, E/2SW/4, SE/4	
					026N108W	20	All	

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EXHIBIT "A"

Attached to and made part of that certain Assignment and Bill of Sale dated July 25, 1996 between Snyder Oil Corporation, as Assignor, and Amoco Production Company, as Assignee.

II. WELLS

TWP	RNG	SEC	LOC	COUNTY	WELL NAME	OPERATOR
26N	107W	10	NW/4	Sweetwater	Sublette Flats Unit 4-10	Snyder Oil Corporation
27N	107W	8	NW/4	Sublette	Sagebrush Federal #3-8	Snyder Oil Corporation
28N	108W	15	NW/4	Sublette	Jonah Federal #3-15	McMurry Oil Company
29N	108W	20	SE/4	Sublette	Stud Horse Butte #16-20	Snyder Oil Corporation
29N	108W	26	NW/4	Sublette	Stud Horse Butte #5-26-29-108	Snyder Oil Corporation
29N	108W	27	SW/4	Sublette	Stud Horse Butte #13-27-29-108	Snyder Oil Corporation
29N	108W	28	SE/4	Sublette	Stud Horse Butte #15-28	McMurry Oil Company
29N	108W	30	NE/4	Sublette	Stud Horse Butte #7-30	Snyder Oil Corporation

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[redacted] [redacted] [redacted]

[GENERAL]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That SNYDER OIL CORPORATION, a corporation duly organized under the laws of the State of Delaware, does hereby make, constitute and appoint, for a term commencing on the date hereof and expiring on June 30, 1997, STEVEN G. VAN HOOK, its true and lawful attorney for it and in its name and behalf to execute any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property and any other instrument, in the name and on behalf of SNYDER OIL CORPORATION, which he may deem necessary of proper in connection with the business of SNYDER OIL CORPORATION. The said STEVEN G. VAN HOOK,as Attorney in Fact, is empowered to execute, acknowledge and deliver any such instruments or documents as fully as if special authority had been granted in each particular case by the Board of Directors of SNYDER OIL CORPORATION.

EXECUTED as of the 1st day of July, 1996.

ATTEST:

Peter E. Lorenzen
Secretary

SNYDER OIL CORPORATION

By _____
John C. Snyder
Chairman

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Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.: W-133065

Lease Effective Date (Anniversary Date): 8/1/94

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Yates Drilling Company 2.00%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest: Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests: Reserved e	Previously reserved or conveyed f
Township 27 North, Range 108 West, 6th P.M. Section 33: E/2 Containing 320.00 acres, more or less Sublette County, Wyoming	33.33%	33.33%	-0-	NONE	NONE

258305

RECORDED August 8 1996 2:50PM
IN BOOK 103 Of 8 PAGE 587
FEES $ 8.00 M L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Boston

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

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

Yates Petroleum Corporation 5.660%
Abo Petroleum Corporation 2.000%
Myco Industries, Inc. 2.000%
Weed Oil & Gas 1.665%
Sharbro Oil Ltd. Co. .835%
Estate of Lillie M. Yates .835%
Los Chicos 1.665%
105 South Fourch Street
Artesia, New Mexico 88210

Andex Partners 16.67%
1001 Fannin, Suite 2000
Houston, Texas 77002-8709

State of Texas }
}
County of Harris }

The foregoing instrument was acknowledged before me this 12th day of July, 1996, by Rodney J. Eichler, Attorney-in-Fact of Apache Corporation, a Delaware corporation on behalf of said corporation.

NANETTE L. BENTON
Notary Public, State of Texas
My Commission Expires 08-14-99

Nanette L. Benton, Notary Public
2000 Post Oak Blvd., Suite 100
Houston, Texas 77056-4400

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of July, 19 96

Name of Assignor as shown on current lease APACHE CORPORATION

RODNEY J. EICHLER, ATTORNEY-IN-FACT

2000 Post Oak Blvd., Suite 100
(Assignor's Address)

Houston, Texas 77056-4400
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee _____

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

589

FEDERAL 2-24
Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

RECORDED Aug. 8 1996 3:27 PM
IN BOOK 103 P26 PAGE 589
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cat Sorton

KNOW ALL MEN BY THESE PRESENTS: 258308

That SNYDER OIL CORPORATION, successor in interest to SNYDER OIL COMPANY, whose address is 777 Main Street, Suite 2500, Fort Worth, Texas 76102, and ISI NO. 1 LIMITED PARTNERSHIP, (collectively 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, do hereby grant, bargain, convey, assign, transfer, set over and deliver unto Willis Enterprises Corp., whose address is 13101 Preston Rd Ste 110 Dallas TX 75240 (hereinafter referred to as "Assignee"), effective as of the Effective Time (hereinafter defined), without warranty of title either express or implied, all of Assignor's right, title, and interest, including any and all overriding royalty interests, in and to the following:

(a) The oil, gas and other mineral lease(s), rights, and properties (including. but not limited to, any royalty, overriding royalty, net profits, or other interests) described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as "Said Lands");

(b) All presently existing and valid unitization, communitization and pooling agreements, and the properties covered thereby, and the units and pooled or communitized areas created thereby (including, but not limited, to all units formed under orders, regulations, rules, or other official acts of any federal, state, or other governmental agency) relating to any of Said Lands;

(c) All presently existing and valid oil, casinghead gas, and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments relating to any of Said Lands;

(d) All improvements, easements, surface leases, permits, servitudes, rights-of-way, and other interests appertaining to Said Lands and used in connection with the exploration, development, or operation of the lease(s) included therein; and

(e) All personal property, fixtures, and improvements situated upon or used or held for use in connection with the production, treatment, storage, or transportation of oil, gas, distillate, condensate, casinghead gas, or other liquid or vaporous hydrocarbons or other minerals from Said Lands, including but not limited to the Federal 2-24 Well ("Said Well"(s)) located thereon and all other wells, tanks, boilers, buildings, plants, fixtures, machinery, and other equipment, pipelines, power lines, telephone, and telegraph lines, roads, and like personal property and fixtures.

The properties, rights and interests described in the foregoing paragraphs (a) through (e) shall be hereinafter collectively referred to as the "Subject Interests".

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights and privileges in any wise appertaining thereto, unto Assignee, its legal representatives, and assigns.

To the extent the Subject Interests conveyed hereby constitute personal property or fixtures, Assignor EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ALL SUCH PERSONAL PROPERTY AND FIXTURES ARE BEING TRANSFERRED ON A "WHERE IS" AND "AS IS" BASIS.

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Assignment is made subject to all the terms, conditions, and reservations set forth

Return to: EBCO
P.O. Box 22177
Oklahoma City, OK 73123

[redacted] [redacted] [redacted]

in the original lease(s) and any and all intervening assignments of Said Lands or interests therein, including but not limited to reservations of overriding royalty and production payments together with any and all reassignment obligations heretofore imposed, and to all the terms and conditions of the agreements and contracts to which the leasehold hereby assigned is presently committed, including, but not limited to, unitization, communitization and pooling agreements, operating agreements, and gas purchase agreements.

BY ACCEPTANCE HEREOF, Assignee hereby covenants and agrees that Assignee has fully inspected or caused to be fully inspected Said Lands and personal property appurtenant thereto and used in connection with Said Lands and takes Said Lands and personal property thereon in an "AS IS" and "WHERE IS" condition and hereby covenants and agrees to hold Assignor harmless from any liability whatsoever which might arise due to operations on the above described premises conducted by Assignee, its heirs or assigns in the future, including, but not limited to, any liability arising under any local, state, or federal environmental law. Assignee further agrees to accept all liability for proper plugging and abandoning Said Well(s) in compliance with the statutes and regulations of the State of Wyoming and any applicable federal laws, and to obtain all necessary permits and bonds.

ISI NO. 1 LIMITED PARTNERSHIP, a Texas limited partnership, does hereby join in this Assignment for the purpose of transferring all of its interest created by that certain Conveyance of Net Profits Overriding Royalty Interest, dated November 7, 1989, recorded in Book 84 (O&G), Page 396, in the Records of Sublette County, Wyoming. By such execution, the net profits overriding royalty interest conveyed is hereby merged into and shall become part of the working interest hereby transferred.

Assignor gives Assignee full right and power of substitution and subrogation to all covenants and warranties previously given others or made in respect to Said Lease(s) and Lands.

Executed this ____ day of July, 1996, but effective as of August 1, 1996, at 7:00 a.m., local time where Said Lands are located (the "Effective Time").

ATTEST:

Assistant Secretary

ASSIGNOR:
SNYDER OIL CORPORATION

By: _____
Richard A. Wollin, Vice President

ATTEST:

Assistant Secretary

ASSIGNOR:
ISI NO. 1 LIMITED PARTNERSHIP
By: Institutional Services, Inc.,
Managing General Partner

By: _____
David W. Hays, President

ATTEST:

By: No Seal

ASSIGNEE: Willis Enterprises Corp. V.P.

By: Jackie D. Willis

Jackie D. Willis

Federal2.NK

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

On this 20 day of July, 1996, before me personally appeared Richard A. Wollin, who, being by me duly sworn, did say that he is the Vice-President of Snyder Oil Corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard A. Wollin acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Jane Adams Medlen
Notary Public
State of Texas
My Comm. Exp. 01-14-99

Jane Adams Medlen
Notary Public

My Commission Expires:

STATE OF TEXAS §
§
COUNTY OF TARRANT §

On this 22 day of July, 1996, before me personally appeared David W. Hays, who, being by me duly sworn, did say that he is the President of Institutional Services, Inc. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said David W. Hays acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Jane Adams Medlen
Notary Public
State of Texas
My Comm. Exp. 01-14-99

Jane Adams Medlen
Notary Public

My Commission Expires:

STATE OF §
§
COUNTY OF §

On this ____ day of July, 1996, before me personally appeared _____ _____, who, being by me duly sworn, did say that he/she is the _____ _____of _____ and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

On this ____ day of July, 1996, before me personally appeared _____, who, being by me duly sworn, did say that he/she is 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.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me on July 26, 1996 by Jackie D. Willis, the Pres, for Willis Enterprises, a Texas Corporation, on behalf of said Corporation.

ANGELA ECKHARDT NOTARY PUBLIC STATE OF COLORADO

Angela Eckhardt
Notary Public, State of Colorado 6-15-99

L.L.C. ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF DENVER)

Before me the undersigned, a Notary Public, in and for said County and State, on July 26, 1996, **personally appeared** _____ **to me know to be** the identical person who subscribed the name of the maker thereof to the foregoing instrument as_____of_____ _____and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purpose therein set forth.

_____
Notary Public, State of Colorado

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me, a notary public in and for said County and State, on July 26, 1996, personally appeared _____, and acknowledged to me that he/she executed the within and foregoing instrument as his free and voluntary act.

_____
Notary Public, State of Colorado

ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me on July 26, 1996 by _____ _____, Attorney-in-Fact for _____, on behalf of said individual/corporation.

_____
Notary Public, State of Colorado

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me on July 26, 1996 by _____ _____, the _____ Partner, for _____ _____, on behalf of said Partnership.

_____
Notary Public, State of Colorado

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE EFFECTIVE AUGUST 1, 1996, BY AND BETWEEN SNYDER OIL CORPORATION, AS ASSIGNOR, AND Willis Enterprises Corp., AS ASSIGNEE.

Federal 2-24
Bird Canyon Field
Sublette County, Wyoming

LEASE:

1. Lease No. W-61473 dated January 1, 1978, from the United States of America, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 59 of Oil and Gas at Page 85.

LANDS:

1. SE/4 of the NW/4 of Section 24, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming.

2. E/2 of the SW/4 of Section 24, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming.

END OF EXHIBIT "A"

[redacted] [redacted]

FEDER[redacted]3
Sublette County, W[redacted]yoming

ASSIGNMENT AND BILL OF SALE

RECORDED Aug. 8 1996 3:20 PM
IN BOOK 103 PAGE 594
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cur Sorkin

KNOW ALL MEN BY THESE PRESENTS: 258309

That SNYDER OIL CORPORATION, successor in interest to SNYDER OIL COMPANY, whose address is 777 Main Street, Suite 2500, Fort Worth, Texas 76102, and ISI NO. 1 LIMITED PARTNERSHIP, (collectively 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, do hereby grant, bargain, convey, assign, transfer, set over and deliver unto McCAE & HENRY, LTD., whose address is 730-17th Street, Suite 920, Denver, CO 80202-3520 (hereinafter referred to as "Assignee"), effective as of the Effective Time (hereinafter defined), without warranty of title either express or implied, all of Assignor's right, title, and interest, including any and all overriding royalty interests, in and to the following:

(a) The oil, gas and other mineral lease(s), rights, and properties (including, but not limited to, any royalty, overriding royalty, net profits, or other interests) described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as "Said Lands");

(b) All presently existing and valid unitization, communitization and pooling agreements, and the properties covered thereby, and the units and pooled or communitized areas created thereby (including, but not limited, to all units formed under orders, regulations, rules, or other official acts of any federal, state, or other governmental agency) relating to any of Said Lands;

(c) All presently existing and valid oil, casinghead gas, and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments relating to any of Said Lands;

(d) All improvements, easements, surface leases, permits, servitudes, rights-of-way, and other interests appertaining to Said Lands and used in connection with the exploration, development, or operation of the lease(s) included therein; and

(e) All personal property, fixtures, and improvements situated upon or used or held for use in connection with the production, treatment, storage, or transportation of oil, gas, distillate, condensate, casinghead gas, or other liquid or vaporous hydrocarbons or other minerals from Said Lands, including but not limited to the Federal 1-23 Well and Federal 2-23 Well ("Said Well"(s)) located thereon and all other wells, tanks, boilers, buildings, plants, fixtures, machinery, and other equipment, pipelines, power lines, telephone, and telegraph lines, roads, and like personal property and fixtures.

The properties, rights and interests described in the foregoing paragraphs (a) through (e) shall be hereinafter collectively referred to as the "Subject Interests".

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights and privileges in any wise appertaining thereto, unto Assignee, its legal representatives, and assigns.

To the extent the Subject Interests conveyed hereby constitute personal property or fixtures, Assignor EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ALL SUCH PERSONAL PROPERTY AND FIXTURES ARE BEING TRANSFERRED ON A "WHERE IS" AND "AS IS" BASIS.

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and

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EBCO
P.O. Box 22177
Oklahoma City, OK 73123

assigns. This Assignment is made subject to all the terms, conditions, and reservations set forth in the original lease(s) and any and all intervening assignments of Said Lands or interests therein, including but not limited to reservations of overriding royalty and production payments together with any and all reassignment obligations heretofore imposed, and to all the terms and conditions of the agreements and contracts to which the leasehold hereby assigned is presently committed, including, but not limited to, unitization, communitization and pooling agreements, operating agreements, and gas purchase agreements.

BY ACCEPTANCE HEREOF, Assignee hereby covenants and agrees that Assignee has fully inspected or caused to be fully inspected Said Lands and personal property appurtenant thereto and used in connection with Said Lands and takes Said Lands and personal property thereon in an "AS IS" and "WHERE IS" condition and hereby covenants and agrees to hold Assignor harmless from any liability whatsoever which might arise due to operations on the above described premises conducted by Assignee, its heirs or assigns in the future, including, but not limited to, any liability arising under any local, state, or federal environmental law. Assignee further agrees to accept all liability for proper plugging and abandoning Said Well(s) in compliance with the statutes and regulations of the State of Wyoming and any applicable federal laws, and to obtain all necessary permits and bonds.

ISI NO. 1 LIMITED PARTNERSHIP, a Texas limited partnership, does hereby join in this Assignment for the purpose of transferring all of its interest created by that certain Conveyance of Net Profits Overriding Royalty Interest, dated November 7, 1989, recorded in Book 84 (O&G), Page 396, in the Records of Sublette County, Wyoming. By such execution, the net profits overriding royalty interest conveyed is hereby merged into and shall become part of the working interest hereby transferred.

Assignor gives Assignee full right and power of substitution and subrogation to all covenants and warranties previously given others or made in respect to Said Lease(s) and Lands.

Executed this 20th day of July, 1996, but effective as of August 1, 1996, at 7:00 a.m., local time where Said Lands are located (the "Effective Time").

ATTEST:

Assistant Secretary

ASSIGNOR:
SNYDER OIL CORPORATION

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

ATTEST:

Assistant Secretary

ASSIGNOR:
ISI NO. 1 LIMITED PARTNERSHIP
By: Institutional Services, Inc.,
Managing General Partner

By: David W. Hays
David W. Hays, President

ATTEST:

By: Secretary

ASSIGNEE:
McRae & Henry, Ltd.

By: Mac Jones, President

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

On this 20 day of July, 1996, before me personally appeared Richard A. Wollin, who, being by me duly sworn, did say that he is the Vice-President of Snyder Oil Corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard A. Wollin acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Jane Adams Medlen
Notary Public
State of Texas
My Comm. Exp. 01-14-99

My Commission Expires:

Jane Adams Medlen
Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

On this 20 day of July, 1996, before me personally appeared David W. Hays, who, being by me duly sworn, did say that he is the President of Institutional Services, Inc. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said David W. Hays acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Jane Adams Medlen
Notary Public
State of Texas
My Comm. Exp. 01-14-99

My Commission Expires:

Jane Adams Medlen
Notary Public

STATE OF Co §
§
COUNTY OF DENVER §

On this 26th day of July, 1996, before me personally appeared MAC JONES _____, who, being by me duly sworn, did say that he/she is the PRESIDENT _____ of MCRAE'S HENRY, LTD. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said HE _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

ANGELA ECKHARDT NOTARY PUBLIC STATE OF COLORADO

Angela Eckhardt
Notary Public

My Commission Expires: 1-5-99

INDIVIDUAL ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

On this ____ day of July, 1996, before me personally appeared _____, who, being by me duly sworn, did say that he/she is 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.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

AssnBlnk.ISI

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE EFFECTIVE AUGUST 1, 1996, BY AND BETWEEN SNYDER OIL CORPORATION, AS ASSIGNOR, AND _____ McRae & Henry, Ltd. , AS ASSIGNEE.

Federal 1-23 and Federal 2-23
Bird Canyon Field
Sublette County, Wyoming

LEASES:

1. Lease No. W-61473 dated January 1, 1978, from the United States of America, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 59 of Oil and Gas at Page 85.

2. Lease No. W-54914 dated June 1, 1976, from the United States of America, as Lessors, to Rainbow Resources, Inc., as Lessee recorded in Book 54 of Oil and Gas at Page 368.

3. Lease No. W-58384 dated April 1, 1977, from the United States of America, as Lessors, to R. W. Robbins, as Lessee.

LANDS:

1. S/2 of the SE/4 of Section 23, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming.

2. W/2 of Section 23, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming.

3. NE/4 of Section 23, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming.

4. N/2 of the SE/4 of Section 23, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming.

END OF 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)

PARTIAL

Lease Serial No.: WYW-128801

Lease Effective Date (Anniversary Date): April 1, 1993

New Serial No.: WYW139792

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Starwood, Inc.
   City, State, ZIP Code: P.O. Box 200, Basalt, CO 81621

*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. 30 N. - R. 111 W., 6th P.M., Wyoming Sec. 24: SW/4NW/4, NW/4SW/4 Containing 80 acres, more or less.	100%	100%	NONE	NONE	6.5% of 8/8ths

258422

RECORDED August 20 1996 9:40 AM
BOOK 10306 PAGE 598
FEES $ 8.00 M. L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective SEP 01 1996

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

Chief, Leasable Minerals Section
(Title)

AUG 09 1996
(Date)

598

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 1st day of August, 19 96

Shama Zoe Limited Partnership (aka Shama Kafar Limited Partnership)
Name of Assignor as shown on current lease
Please type or print

Assignor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, as General Partner
(Signature)

Plaza Tower One, Suite 1977
6400 S. Fiddler's Green Circle
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Executed this 6th day of August, 19 96

STARWOOD, INC.

Assignee By Don R. Holloway
(Signature)
or
Attorney-in-fact Don R. Holloway, President
(Signature)

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

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

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

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES WITH RESERVATION OF PRODUCTION PAYMENT TIGHT SANDS PACKAGE

THIS ASSIGNMENT ("Assignment") is made effective as of August 1, 1996 (the "Effective Date") by and between Cabot Oil & Gas Corporation, a Delaware corporation, 15375 Memorial Drive, Houston, Texas 77079 (herein called "Grantor"), and Tight Sands Investments, LLC, a Delaware limited liability company, 82 Devonshire Street, R22C, Boston, Massachusetts, 02109 (herein called "Grantee").

ARTICLE 1
CERTAIN DEFINITIONS AND REFERENCES

1.1 Certain Defined Terms. When used in this Assignment, the following terms shall have the respective meanings assigned to them in this Section 1.1 or in the sections and subsections referred to below:

"Affiliate" shall mean (a) any person directly or indirectly owning, controlling or holding with power to vote 50% or more of the outstanding voting securities of Grantee, (b) any person 50% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by Grantee, (c) any person directly or indirectly controlling, controlled by or under common control with Grantee, and (d) any officer, director or partner or member of Grantee or any person described in clause (c) of this definition.

"Assignment" is defined in the first paragraph.

"Business Day" shall mean a day on which commercial banks are open for business in both the states of Massachusetts and Texas.

"Credit Payment Amount" shall mean, for any Payment Period, an amount equal to 72.5% of the dollar amount of credits made available to the Grantee under § 29 of the Internal Revenue Code of 1986, as amended from time to time ("IRC"), as a result of the sale of Subject Hydrocarbons by or on behalf of the Grantee, to the extent that such Subject Hydrocarbons (a) constitute "qualified fuels" within the meaning of IRC § 29(c), and (b) meet the requirements of IRC §§ 29(d)(1), 29(d)(4), 29(d)(7) and 29(f), during (i) such Payment Period (based on actual Subject Hydrocarbon sales data available at the time of the calculation of such amount) and (ii) any earlier Payment Period to the extent the dollar amount of credits attributable thereto was not taken into account in a Credit Payment Amount for a previous Payment Period. For purposes of the preceding sentence, credits available to the Grantee under IRC § 29 shall be determined after taking into account any phase-out of the credit under IRC § 29(b)(1) and any applicable inflation adjustment under IRC § 29(b)(2), but shall be determined without regard to limitations on

P.O. Box 4544
Houston, TX 77210-4544
Attn: Lease Records

258428

RECORDED Aug. 20 1996 11:35 AM
IN BOOK 103 OF Misc PAGE 598
FEES $ 44.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

the Grantee's use of the credit imposed by IRC § 29(b)(6) and without regard to whether Grantee or its member's actually utilize such credits.

"Effective Date" is defined in the first paragraph.

"Full Production Date" shall mean the date on which the total volume of gas attributable to the Subject Hydrocarbons produced, saved and sold from and after the Effective Date equals 21,020,794 MCF.

"Gas Purchase Agreement" means the Gas Purchase Agreement described in the Purchase Agreement.

"Grantee" shall mean Grantee as defined in the first paragraph of this Assignment, and its successors and assigns and, unless the context in which used shall otherwise require, such term shall mean any successor-owner at the time in question of any or all of the Subject Interests.

"Grantor" shall mean Grantor as defined in the first paragraph and its successors and assigns; and, unless the context in which used shall otherwise require, such term shall mean any successor-owner at the time in question of any or all of the Production Payment.

"Gross Proceeds" shall have the meaning assigned to it in Section 4.2(a).

"Leases" is defined in Section 2.1(a).

"Management Agreement" means the Management Agreement defined in the Purchase Agreement.

"Measurement Amount" is defined in Section 4.5.

"Net Profits" for any Payment Period shall mean the net balance, positive or negative, resulting after application of the credits and debits as provided in Sections 4.2 and 4.3 for such period (and shall specifically exclude any Credit Payment Amounts).

"Net Profits Account" shall have the meaning assigned to it in Section 4.1.

"Reversion Interest" is defined in Section 3.3.

"Non-Affiliate" shall mean any Person who is not an Affiliate.

"Other Income" is defined in Section 4.2(b).

"Payment Period" shall mean a calendar quarter, provided that the first Payment Period shall mean the period from the Effective Date until the end of the calendar quarter

during which the Effective Date occurs, and the last Payment Period shall mean the portion of the calendar quarter during which the Termination Date occurs from the beginning of such calendar quarter until and including the Termination Date.

"Person" shall mean any natural person, association, trust, partnership, limited liability company, corporation or other legal entity.

"Production Payment" is defined in Section 3.1 of this Assignment.

"Production Payment Period" shall mean the period from the Effective Date until and including the Termination Date.

"Production Sales Contracts" shall mean all contracts, agreements and arrangements for the sale or disposition of Subject Hydrocarbons that may be produced from or attributable to the Subject Interests, whether presently existing or hereafter created.

"Purchase Agreement" means the Purchase and Sale Agreement - Tight Sands Package between Grantor and Grantee dated effective August 1, 1996.

"Subject Hydrocarbons" shall mean that portion of the oil, gas and other minerals in and under and that may be produced, from and after the Effective Date, from or attributable to the Subject Interests and after deducting the appropriate share of all royalties and any overriding royalties, production payments (except the Production Payment) and other similar charges burdening the Subject Interests on the Effective Date or additional burdens created by Grantor, as the Manager under the Management Agreement. There shall not be included in the Subject Hydrocarbons any oil, gas or other minerals unavoidably lost in production or used by Grantee in conformity with good oil field practices for production operations (including without limitation, fuel, secondary or tertiary recovery) conducted solely for the purpose of producing Subject Hydrocarbons from the Subject Interests, but only so long as such Subject Hydrocarbons are so used.

"Subject Interests" is defined in Section 2.1.

"Termination Date" shall mean the day on which the total volume of gas attributable to Subject Hydrocarbons produced, saved and sold from and after the Effective Date equals 15,189,480 MCF.

"Wells" is defined in Section 2.1(a).

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1.2 References and Titles. All references in this Assignment to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise. Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words "this Assignment", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Assignment (and reservation of Production Payment) as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. All references in this Assignment to exhibits refer to exhibits to this Assignment unless expressly provided otherwise, and all such exhibits are hereby incorporated herein by reference and made a part hereof for all purposes.

ARTICLE 2
ASSIGNMENT

2.1 For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY unto Grantee, its successors and assigns, all of the following (the "Subject Interests"):

(a) The oil and gas leases specifically described in Exhibit A (attached hereto and made a part hereof for all purposes) insofar and only insofar as such leases cover undivided interests specifically described in Exhibit B and the right to produce the wells described in Exhibit B (attached hereto and made a part hereof for all purposes) from the producing intervals in such wells identified in Exhibit B (or intervals capable of production if such intervals, or wells, are shut in as of the Effective Date) as of the Effective Date (the above described interest in such leases being herein called the "Leases" and the above described interest in such wells being herein called the "Wells") and subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters applicable to the Leases and the Wells;

(b) The right, title and interest of Grantor in and to, or derived from, the following insofar and only insofar as same are attributable to the Leases and the Wells:

(i) All presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders affecting the Leases and Wells, and in and to the properties covered and the units created thereby;

(ii) The personal property and fixtures that are appurtenant to the Leases, or the Wells, or the units referred to in (b)(i) above, including all wells, casing, tubing, pumps, separators, tanks, lines and other personal property and oil field equipment on such Leases;

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(iii) All presently existing and valid gas sales, purchase, gathering and processing contracts and operating agreements, joint venture agreements, partnership agreements, rights of way, easements, permits and surface leases and other contracts, agreements and instruments; provided, however, that Grantor shall remain co-owner of any "Agreements," "Personal Property" and "Unitization and Pooling Agreements" if they pertain to any property owned by Grantor that is not part of the Leases and Wells;

reserving to Grantor, however, the Production Payment, the Reversion Interest and the other rights reserved herein, as provided in Article 3 below; to have and to hold the Subject Interests forever.

ARTICLE 3
RESERVATIONS

3.1 **Production Payment.** Grantor does hereby reserve unto itself, and its successors and assigns, from this Assignment a production payment payable out of and only from Subject Hydrocarbons equal to the sum of 100 percent of the Net Profits derived from the Subject Interests plus the Credit Payment Amount; such production payment to be effective during the Production Payment Period and such payments not to exceed, in any Payment Period, the Gross Proceeds produced during such period, (the "Production Payment"); and in each case as defined herein and subject to the terms and conditions contained herein.

3.2 **Surface and Other Use.** Grantor does hereby reserve unto itself, and its successors and assigns, from this Assignment the right to use as much of the surface of the acreage covered by the Leases as well as the wellbores conveyed hereunder as may be necessary in the conduct of operations in those zones, formations and depths not assigned to Grantee herein and on other property owned or leased by Grantor. Grantor further reserves the right to drill through the depths, zones and formations herein assigned to Grantee in conducting any operations in the depths, zones and formations not assigned herein or on other property owned or leased by Grantor. Grantor reserves the right to jointly use any easements and rights of way for its operations on the land covered hereby or on other lands in the area.

3.3 **Reversion Interest after Full Production Date.** From this Assignment, Grantor hereby reserves unto itself, and its successors and assigns, an undivided 90 percent working interest in and to the Subject Interests from and after the Full Production Date (the "Reversion Interest"); provided however, that this reservation will not take effect if the estimated net cash flow from operations and production from the Subject Interests remaining after the Full Production Date are not reasonably expected by Grantor in good faith to exceed the estimated cost to plug and abandon the Subject Interests, taken as a whole. If the Full Production Date is reached and this reservation given effect, Grantor and Grantee agree to enter into a mutually acceptable Joint Operating Agreement to govern operation of the Subject Interests after Full Production Date, in form and substance similar to the Model Form Operating Agreement typically used by Grantor at the Full Production Date, naming Grantor as Operator. For the purposes of

this Section 3.3, net cash flow from operations and production means the excess of income from production of hydrocarbon from the Subject Interests over the operating expenses incurred, and additional capital costs required, to produce such hydrocarbons from the Subject Interests, including COPAS expenses incurred from third party operation of the Subject Interests.

ARTICLE 4
PRODUCTION PAYMENT ACCOUNTING AND PAYMENT

4.1 Establishment of Net Profits Account. Grantee shall establish and maintain a Net Profits Account (herein called the "Net Profits Account") in accordance with the various provisions of this Assignment and at all times during the Production Payment Period shall keep true and correct books and records with respect thereto. Such books and records shall be open for inspection, copying and audit by the Grantor and its accountants and representatives.

4.2 Credits to Net Profits Account. Except as otherwise provided herein, the Net Profits Account shall be credited with an amount equal to Gross Proceeds plus Other Income.

(a) "Gross Proceeds" shall mean, on a cash accounting basis, all consideration received, directly or indirectly, for sales of Subject Hydrocarbons, subject to the following:

(1) If a controversy exists (whether by reason of any statute, order, decree, rule, regulation, contract, or otherwise) as to the correct or lawful sales price of any Subject Hydrocarbons, then amounts received by Grantee and promptly deposited by it with an escrow agent pending settlement of such controversy shall not be considered to have been received by Grantee and shall not be included in Gross Proceeds until such controversy is resolved, but all amounts, including any interest or other income, thereafter paid to Grantee by such escrow agent out of or on account of such escrow shall be considered to be amounts received from the sale of Subject Hydrocarbons. However, amounts so received by Grantee and not deposited with an escrow agent shall be considered to be received for purposes of this definition of Gross Proceeds;

(2) Gross Proceeds relating to any non-consent operations conducted with respect to all or any part of the Subject Interests after the Effective Date shall be subject to Section 5.8;

(3) Gross Proceeds shall not include any amount which Grantee shall receive as a bonus for any lease or payments made to Grantor in connection with adjustment of the cost of any Well and leasehold equipment upon unitization or revision of participating areas under federal divided-type units covering any of the Subject Interests;

(4) Cash settlements and cash make-ups received by Grantee with respect to the Subject Interests under gas balancing or similar agreements shall be considered derived from the sale of Subject Hydrocarbons; and

(5) Gross Proceeds shall not include Other Income.

(b) "Other Income" shall mean, on a cash accounting basis, the following:

(1) The proceeds received by Grantee from the sale, after the Effective Date, of any materials, supplies, equipment and other personal property or fixtures, or any part thereof or interest therein, located on or used in connection with the Subject Interests (including without limitation all amounts attributable thereto which are received by Grantee by way of conformance of investment in personal property and equipment if the Subject Interests or any part or parts thereof are hereafter from time to time unitized or are affected by the revision of a participating area in a federal divided-type unit);

(2) The proceeds of all insurance received by Grantee (i) the cost of which is charged to the Net Profits Account, directly or indirectly, and/or (ii) that accrue to Grantee as a consequence of the loss or damage to any one or more of the following which occurs after the Effective Date: the Subject Interests, or any part thereof or interest therein, the interest of Grantee in any materials, supplies, equipment or other personal property or fixtures located on or used in connection with any of the Subject Interests, or any Subject Hydrocarbons; except to the extent such amounts are used to repair or replace the items damaged or lost giving rise to the receipt of such amounts;

(3) Amounts received by Grantee from a purchaser of Subject Hydrocarbons (i) as a prepayment of any portion of the sales price for such Subject Hydrocarbons, (ii) as advance gas payments or (iii) as payments pursuant to contractual provisions providing for "take-or-pay" payments (including amounts awarded by a court or agreed to by the parties in any settlement of a claim [net of costs and attorneys' fees incurred in connection therewith] as damages for the failure or refusal of the purchaser to take Subject Hydrocarbons pursuant to the contract which contains such provisions) shall be considered to be received from the sale of Subject Hydrocarbons; provided that such amounts shall not be considered received from the sale of Subject Hydrocarbons at a later date when Subject Hydrocarbons are delivered in respect of any such payments under "make-up" or similar provisions;

(4) The proceeds of all judgments and claims received by Grantee for damages to one or more of the following which occurs after the Effective Date: the Subject Interests, or any part thereof or interest therein, any materials, supplies, equipment or other personal property or fixtures, or any part thereof or

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interest therein, located on or used in connection with any of the Subject Interests, or any Subject Hydrocarbons; except to the extent such amounts are used to repair or replace the items damaged or lost giving rise to the receipt of such amounts;

(5) All proceeds of and/or from each of the following amounts received by Grantee (to the extent attributable to periods after the Effective Date) with respect to the Subject Interests: (i) delay rentals, (ii) lease bonuses, (iii) rentals from reservoir use or storage, and (iv) payments in connection with adjustment of the cost of any Well and leasehold equipment upon unitization or revision of participation areas under federal divided-type units covering any of the Subject Interests;

(6) Any interest, penalty or other amounts received by Grantee which are attributable to the Subject Interests and are not derived from the sale of Subject Hydrocarbons;

(7) All other monies and things of value which are received by Grantee by virtue of the ownership after the Effective Date of the Subject Interests and the materials, supplies, equipment and other personal property and fixtures located on or used in connection with the Subject Interests.

4.3 Debits to Net Profits Account. Except as otherwise provided herein the Net Profits Account shall be debited (without duplication), on a cash accounting basis, with the following amounts:

(a) All direct costs which are attributable to production of the Subject Interests (i) for all direct labor (including fringe benefits) and other services necessary for developing, operating, producing, reworking and maintaining the Subject Interests after the Effective Date, (ii) for dehydration, compression, separation, transportation and marketing of the Subject Hydrocarbons after the Effective Date, and (iii) for all materials, supplies, equipment and other personal property and fixtures purchased for use on, or in connection with, any of the Subject Interests after the Effective Date (including without limitation (A) all amounts paid by Grantee for conformance of investment if the Subject Interests or any part or parts thereof are hereafter from time to time unitized or if any participating area in a federal divided-type unit is changed, and (B) the cost of secondary recovery, pressure maintenance, repressuring, recycling and other operations conducted for the purpose of enhancing oil production);

(b) Costs (including without limitation outside legal, accounting and engineering services) attributable to the Subject Interests of (i) handling, investigating and/or settling litigation, administrative proceedings and claims (including without limitation lien claims other than liens for borrowed funds) and (ii) payment of judgments, penalties and other liabilities (including interest thereon), paid by Grantee (and not reimbursed under insurance maintained by Grantee or others) and involving any of the

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Subject Interests, or incident to the development, operation or maintenance of the Subject Interests after the Effective Date, or requiring the payment or restitution of any proceeds of Subject Hydrocarbons, or arising from tax or royalty audits, except that there shall not be debited to the Net Profits Account any expenses incurred by Grantee in litigation of any claim or dispute arising hereunder between Grantee and Grantor or amounts paid by Grantee to Grantor pursuant to a final order entered by a court of competent jurisdiction resolving any such claim or dispute or amounts paid by Grantee to Grantor in connection with the settlement of any such claim or dispute;

(c) All taxes (except income, transfer, inheritance, estate, franchise and like taxes) paid by Grantee with respect to the ownership of the Subject Interests or the extraction of the Subject Hydrocarbons after the Effective Date, including without limitation production, severance, and/or excise and other similar taxes assessed against, and/or measured by, the production of (or the proceeds or value of production of) Subject Hydrocarbons (without regard to the period of ownership for which such taxes are assessed), occupation taxes, sales and use taxes, and ad valorem taxes assessed against or attributable to the Subject Interests or any equipment located on any of the Subject Interests;

(d) Insurance premiums attributable to the ownership or operation of the Subject Interests paid by Grantee for insurance actually carried for periods after the Effective Date with respect to the Subject Interests, or any equipment located on any of the Subject Interests, or incident to the development, operation or maintenance of the Subject Interests after the Effective Date;

(e) All amounts attributable to the Subject Interests (to the extent attributable to periods after the Effective Date) and consisting of (i) rent and other consideration paid for the use or damage to the surface and (ii) delay rentals, shut-in well payments, minimum royalties and similar payments paid pursuant to the provisions of agreements in force and effect before the Effective Date;

(f) Amounts attributable to the Subject Interests (and attributable to periods after the Effective Date) and charged by the relevant operator as overhead charges specified in applicable operating agreements (including applicable COPAS charges) now or hereafter covering the Subject Interests;

(g) If as a result of the occurrence of the bankruptcy or insolvency or similar occurrence of the purchaser of Subject Hydrocarbons any amounts previously included in Gross Proceeds or Other Income are reclaimed from Grantee or its representative, then the amounts reclaimed as promptly as practicable following Grantee's payment thereof;

(h) If Grantee shall be a party as to any non-consent operations conducted with respect to all or any of the Subject Interests after the Effective Date, all costs to be debited to the Net Profits Account with respect thereto shall be governed by Section 5.8;

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(i) The Management Fee (as defined in the Management Agreement) paid to Grantor pursuant to the Management Agreement;

(j) Except as otherwise provided elsewhere in this Assignment, all other direct expenditures attributable to the Subject Interests paid by Grantee after the Effective Date for the necessary or proper development, operation, maintenance and administration, after the Effective Date, of the Subject Interests, if reasonably incurred; provided, however, that notwithstanding anything herein provided to the contrary, the Net Profits Account shall not be debited with any cost or expense which is deducted or taken into account in determining Gross Proceeds or Other Income, including, without limitation, the value of any component of Gross Proceeds or Other Income.

4.4 Accounting for Net Profits. All debits to the Net Profits Account calculated pursuant to Section 4.3 which are attributable to costs and expenses paid by Grantee during a Payment Period, up to and including the last day of such Payment Period, shall be debited against the Net Profits Account as of the last day of such period. All credits to the Net Profits Account calculated pursuant to Section 4.2 which are actually received by or on behalf of Grantee during a Payment Period up to and including the last day of such Payment Period shall be credited to the Net Profits Account as of the last day of such Payment Period. If the Net Profits for a Payment Period are negative, to the extent such negative balance is not offset by any unpaid Measurement Amount carried forward from a prior Payment Period, the remaining negative balance shall be carried forward in the Net Profits Account for the next and succeeding Payment Periods until such deficit has been wiped out and liquidated.

4.5 Measurement Amount and Payment. As of the end of each Payment Period, the Grantee shall calculate an amount (the "Measurement Amount"), being the sum of (a) any unpaid Measurement Amount carried forward from a prior Payment Period, and (b) the Net Profits for the then current Payment Period and,(c) the Credit Payment Amount. For the purposes of this Section, the first Payment Period (August 1, 1996 through September 30, 1996) shall be combined with the second Payment Period (October 1, 1996 through December 31, 1996). With respect to all Payment Periods, not more than 25 days following the end of the Payment Period, the Grantee shall pay the Grantor the lesser of (i) the Measurement Amount for such Payment Period or (ii) Gross Proceeds for the Payment Period in question. If the Measurement Amount for a Payment Period is a negative amount, no payment shall be due and payable by Grantee to Grantor hereunder for such Payment Period. The Grantee shall send at the same time a statement showing the calculation of the amount of the payment, if any, or the reason for a nonpayment, and clearly reflecting the condition of the Net Profits Account as of the close of business on the last day of the relevant Payment Period and clearly reflecting (with sufficient description so that Grantor can identify such items and the particular Subject Interest involved) those items which gave rise to debits and credits to the Net Profits Account during such Payment Period and clearly reflecting for each Subject Interest the quantities of Subject Hydrocarbons produced therefrom during the Payment Period covered by such statement, the volumes of such production sold, the prices at which such volumes were sold, and the taxes paid with respect to such sales. If the Measurement Amount for the Payment Period is a positive amount and exceeds Gross Proceeds for the Payment

Period, the excess Measurement Amount shall be carried forward to the following Payment Period. With the specific understanding that any negative balances calculated pursuant to Section 4.4 shall be carried forward in the Net Profits Account for the next and succeeding Payment Periods until such deficit has been liquidated, if the Measurement Amount for the Payment Period is a negative amount, such Measurement Amount shall be deemed to be zero and shall not be carried forward to the following Payment Period.

4.6 **Overpayments.** If at any time Grantee is determined to have paid Grantor more than the amount then due with respect to the Production Payment, Grantor shall be obligated to return any such overpayment, immediately after Grantee notifies Grantor of the amount of such overpayment and provides Grantor substantiation thereof.

4.7 **Accounting for Interest Expense.** For federal income tax purposes, interest with respect to payments under the Production Payment shall be taken into account under the noncontingent bond method of Prop. Treas. Reg. § 1.1275-4(b)(2) (or any successor provision of final Treasury Regulations) in accordance with the projected payment schedule attached as Exhibit C.

ARTICLE 5
OPERATION OF SUBJECT INTERESTS

5.1 **Rights and Duties of Grantee.** Grantee (subject to the terms and provisions of any applicable operating agreements and subject to the other provisions of this Assignment) as between Grantor and Grantee, has exclusive charge, management and control of all operations to be conducted on the Subject Interests and may take any and all actions which a reasonably prudent operator would deem necessary or advisable in the management, operation and control thereof. Grantee shall promptly (and, unless the same are being contested in good faith and by appropriate proceedings, before the same are delinquent) pay all costs and expenses (including without limitation all taxes and all costs, expenses and liabilities for labor, materials and equipment incurred in connection with the Subject Interests and all obligations to the holders of royalty interests and other interests affecting the Subject Interests) incurred from and after the Effective Date in developing, operating and maintaining the Subject Interests. Grantee shall be obligated to operate and maintain the Subject Interests as would a reasonable and prudent operator under similar circumstances in accordance with good oil field practices. As to those of the Subject Interests as to which Grantee is not the operator, Grantee shall take all such action and exercise all such rights and remedies as are reasonably available to it to cause the operator to so maintain and operate such Subject Interests. Grantee shall be deemed to have fully discharged all of its obligations under this Section 5.1, and shall have no liability to Grantor under this Section 5.1 during any period when the Management Agreement is in effect and Grantee is in compliance with Sections 2.2(b) and 2.3 of the Management Agreement.

5.2 Sales of Subject Hydrocarbons. Grantee shall have the obligation to market or cause to be marketed the Subject Hydrocarbons in accordance with its good faith business judgment and sound oil field practices. Grantee shall fully discharge its obligations to Grantor under this Section 5.2 during any period when the Gas Purchase Agreement is in effect and Grantee is not in default thereunder. As to any third parties, all acts of Grantee in marketing the Subject Hydrocarbons and all Production Sales Contracts executed by Grantee shall be binding on Grantor and the Production Payment; it being understood that the right and obligation to market the Subject Hydrocarbons is at all times vested in Grantee and Grantor does not have any such right or obligation or any possessory interest in all or part of the Subject Hydrocarbons, except as may be granted by separate agreement or instrument. Accordingly, it shall not be necessary for Grantor to join in any new Production Sales Contracts or any amendments to existing Production Sales Contracts.

5.3 Insurance. Grantee shall obtain or cause to be obtained (and maintain or cause to be maintained during the economic life of the Subject Interests) the types of insurance as in its reasonable good faith business judgment a reasonable and prudent operator would carry under similar circumstances. Grantee shall fully discharge all of its obligations under this Section 5.3, and shall have no liability to Grantor under this Section 5.3 during any period when the Management Agreement is in effect and Grantee is in compliance with Sections 2.2(b) and 2.3 of the Management Agreement.

5.4 Contracts with Affiliates. To the extent not provided for in any applicable operating agreement, Grantee may perform services and furnish supplies and equipment with respect to the Subject Interests, provided that the amount of compensation, price or rental that can be charged to the Net Profits Account therefor must be no less favorable than those available from Non-Affiliates in the area engaged in the business of rendering comparable services or selling or leasing comparable equipment and supplies which could reasonably be made available to the Subject Interests.

5.5 Government Regulation. All obligations of Grantee hereunder shall be subject to and limited by all applicable federal, state and local laws, rules, regulations and orders (including those of any applicable agency, board, official or commission having jurisdiction).

5.6 Abandonments. Prior to releasing, surrendering or abandoning any portion of the Subject Interests, Grantee shall first offer in writing to reassign such interest to Grantor, with Grantor assuming all liability and obligations for such interest after such assignment. If Grantor does not accept the offer to reassign within 60 days from such offer, Grantee shall have the right without the joinder of Grantor to release, surrender and/or abandon its interest in the Subject Interests, or any part thereof, or interest therein even though the effect of such release, surrender or abandonment will be to release, surrender or abandon the Production Payment the same as though Grantor had joined therein insofar as the Production Payment covers the Subject Interests, or any part thereof or interest therein, so released, surrendered or abandoned by Grantee.

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5.7 Pooling and Unitization.

(a) Certain of the Subject Interests may have been pooled or unitized for the production of oil, gas and/or minerals prior to the Effective Date or, after the Effective Date, may be so pooled or unitized pursuant to Section 5.7(b). Such Subject Interests are and shall be subject to the terms and provisions of such pooling and unitization agreements, and the Production Payment in each such Subject Interest shall apply to (and the term "Subject Hydrocarbons" shall include) the production from such units which is attributable to such Subject Interest (and the Net Profits Account shall be computed giving consideration to such production and costs, expenses, charges and credits attributable to such Subject Interest) under and by virtue of the applicable pooling and unitization agreements.

(b) Grantee shall have the right and power to unitize, pool or combine the lands covered by the Subject Interests, or any portion or portions thereof, with any other land or lease or leases so as to create one or more unitized areas (or, with respect to unitized or pooled areas theretofore created, to dissolve the same or to amend and/or reconfigure the same to include additional acreage or substances or to exclude acreage or substances). If pursuant to any law, rule, regulation or order of any governmental body or official, any of the Subject Interests are pooled or unitized in any manner, the Production Payment insofar as it affects such Subject Interest shall also be deemed pooled and unitized, and in any such event the Production Payment shall apply to (and the term "Subject Hydrocarbons" shall include) the production which accrues to such Subject Interest under and by virtue of such pooling and unitization arrangements and the Net Profits Account shall be computed giving consideration to such production and costs, expenses, charges and credits attributable to such Subject Interest under and by virtue of such pooling and unitization arrangement.

5.8 Non-consent Operations.

(a) If Grantee elects (subject to Section 5.1) to be a non-participating party (whether pursuant to an operating agreement or other agreement or arrangement, including without limitation, non-consent rights and obligations imposed by statute or regulatory agency) with respect to any operation on any Subject Interest or elects to be an abandoning party with respect to a Well located on any Subject Interest, the consequence of which election is that Grantee's interest in such Subject Interest or part thereof is temporarily (i.e., during a recoupment period) or permanently forfeited to the parties participating in such operations, or electing not to abandon such Well, then the costs and proceeds attributable to such forfeited interest shall not, for the period of such forfeiture (which may be a continuous and permanent period), be debited or credited to the Net Profits Account and such forfeited interest shall not, for the period of such forfeiture, be subject to the Production Payment.

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(b) If Grantee elects (subject to Section 5.1) to be a participating party to such an operation, or elects to be a non-abandoning party with respect to such a Well, and any other party or parties have elected not to participate in such operation (or have elected to abandon such Well) with the result that (pursuant to an operating agreement or other agreement or arrangement, including without limitation, non-consent rights and obligations imposed by statute and/or regulatory agency) Grantee becomes entitled to receive, either temporarily (i.e., through a period of recoupment) or permanently, interests belonging to such other party or parties, then the costs and proceeds attributable to such non-participating parties' interests to which Grantee becomes so obligated and entitled shall be debited and credited to the Net Profits Account as though such interests were part of the Subject Interests.

5.9 Renewals and Extensions of Leases. The Production Payment and the Reversion Interest shall apply to all renewals, extensions and other similar arrangements (and/or interests therein) of or with respect to any Lease which is included in the Subject Interests, whether or not such renewals, extensions or arrangements have heretofore been obtained by Grantor, or Grantor's predecessors in title, or are hereafter obtained by Grantee as well as to each new lease covering any minerals covered by one or more of the Leases if same are taken or acquired while the relevant Lease is in force and effect or within one year after the lapse thereof.

ARTICLE 6
GRANTOR LIABILITY AND EQUIPMENT

6.1 No Personal Liability of Grantor. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR SHALL NOT, BY VIRTUE OF THE PRODUCTION PAYMENT RESERVED IN THIS ASSIGNMENT, PERSONALLY BE RESPONSIBLE FOR PAYMENT OF ANY PART OF THE COSTS, EXPENSES OR LIABILITIES INCURRED IN CONNECTION WITH EXPLORING, DEVELOPING, OPERATING, OWNING AND/OR MAINTAINING THE SUBJECT INTERESTS, PROVIDED, HOWEVER, ALL SUCH COSTS, EXPENSES AND LIABILITIES SHALL, TO THE EXTENT THE SAME RELATE TO PERIODS AFTER THE EFFECTIVE DATE, NEVERTHELESS BE CHARGED AGAINST THE NET PROFITS ACCOUNT AS AND TO THE EXTENT HEREIN PERMITTED.

6.2 Ownership of Equipment. The Production Payment does not include any right, title or interest in and to any of the personal property, fixtures, structures or equipment now or hereafter placed on, or used in connection with, the Subject Interests.

ARTICLE 7
TRANSFERS

7.1 **Assignments by Grantee.** Upon prior written notice to Grantor, Grantee shall have the right to transfer at any time and from time to time all or any portion of the Subject Interests, provided, however, that (i) the Subject Interests shall at all time be subject to this Assignment, the Production Payment, the Reversion Interest, the Right of First Refusal (as defined in the Purchase Agreement), the Option (as defined in the Purchase Agreement), and the Management Agreement, and (ii) if such transfer or transfers result in less than all of the Subject Interests being transferred to and held by the same Person, Grantee shall retain the obligation to administer and pay the Production Payment in accordance with the provisions hereof in the same manner as if the Production Payment was held by a single Person. Any such assignment shall not release Grantee from any obligation to Grantor under the Purchase Agreement or the Gas Purchase Agreement.

7.2 **Assignments by Grantor.** Upon prior written notice to Grantee, Grantor shall have the right to transfer at any time and from time to time all or any portion of the Production Payment. Any such assignment shall not release Grantor from any obligation to Grantee under the Purchase Agreement or the Gas Purchase Agreement.

7.3 **Change in Ownership of Production Payment**. No change of ownership or right to receive payment of the Production Payment, or of any part thereof, however accomplished shall be binding upon Grantee until notice thereof shall have been furnished by the person claiming the benefit thereof, and then only with respect to payments thereafter made. Notice of sale or assignment shall consist of a copy of the recorded instrument accomplishing the same or if there be no recorded instrument then a copy of the applicable document accomplishing same; notice of change of ownership or right to receive payment accomplished in any other manner (for example by reason of incapacity, death or dissolution) shall consist of copies of recorded documents and complete proceedings legally binding and conclusive of the rights of all parties. Until such notice shall have been furnished to Grantee as provided above, the payment or tender of all sums payable on the Production Payment and delivery of all notices may be made in the manner provided herein precisely as if no such change in interest or ownership or right to receive payment had occurred. The kind of notice herein provided shall be exclusive, and no other kind, whether actual or constructive, shall be binding on Grantee.

ARTICLE 8
MISCELLANEOUS

8.1 **Governing Law.** Except to the extent the terms hereof are governed mandatorily by the real property laws of the states in which the Subject Interests are located, the validity, effect and construction of this Assignment shall be governed by the laws of the State of Texas, exclusive of the conflict laws thereof .

6/12

8.2 Intentions of the Parties. Nothing herein contained shall be construed to constitute either party hereto (under state law or for tax purposes) the agent of, or in partnership with, the other party. If, however, the parties hereto are deemed to constitute a partnership for federal income tax purposes, the parties elect to be excluded from the application of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986, and agree not to take any position inconsistent with such election. In addition, the parties hereto intend that the Production Payment reserved hereby by Grantor shall at all times be treated as an incorporeal (i.e., a non-possessory) interest in real property or land under the laws of the state in which the Subject Interests are located and as a production payment under Section 636 of the Internal Revenue Code of 1986 payable out of Gross Proceeds (rather than as a working or any other interest).

8.3 Notices. All notices and other communications required or permitted under this Assignment shall be in writing and, unless otherwise specifically provided, shall be delivered personally, by prepaid telegram, telex, telecopy or similar means (with signed confirmed copy to follow by mail in the manner provided below) or (except for quarterly statements provided for under Section 4.5 above which may be sent by regular mail) by registered or certified mail, postage prepaid, or by delivery service for which a receipt is obtained, at the respective addresses set forth for Grantor and Grantee in the first paragraph of this Agreement, and shall be deemed delivered on the date of receipt. Either party may specify its proper address or any other post office address within the continental limits of the United States by giving notice to the other party, in the manner provided in this Section.

8.4 Further Assurances. Grantor and Grantee agree to execute and deliver to the other all such other and additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee and to reserve to Grantor the rights, titles, interest and estates conveyed to Grantee and reserved by Grantor hereby or intended to be so conveyed and reserved.

8.5 Counterparts. This Assignment is being executed in multiple originals, all of which are identical except that, for the convenience of recording, counterparts hereof which are being recorded include only those certain portions of Exhibit A and Exhibit B which include descriptions of properties located in the recording jurisdiction in which the particular counterpart is being recorded. All of such counterparts together shall constitute one and the same instrument.

8.6 Binding Effect. All the covenants and agreements of Grantor and Grantee herein contained shall be deemed to be covenants running with Grantor's and Grantee's interest in the Subject Interests and the lands affected thereby. All of the provisions hereof shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and, subject to Section 8.6 hereof, their assigns. Any sale, conveyance, assignment, sublease or other transfer of the Subject Interests, or any interest therein or any part thereof, by Grantee shall provide that the assignee assumes all of the obligations of Grantee with respect to the interest transferred, and unless Grantor otherwise expressly consents in writing Grantee shall also remain liable for the discharge of such obligations.

[redacted] [redacted] [redacted]

8.7 Partition. Grantor and Grantee acknowledge that Grantor and Grantee have no right or interest that would permit either to partition any portion of the Subject Interests, and Grantor and Grantee waive any such right.

8.8 Purchase Agreement. This Assignment is granted pursuant to the Purchase Agreement. None of the provisions of this Assignment shall be construed to diminish, limit or amend the terms of the Purchase Agreement.

8.9 Effective Date. This Assignment shall become effective for all purposes as of 7:00 a.m. (at the respective locations of the Subject Interests) on the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Assignment on this __ day of August, 1996.

GRANTOR:
CABOT OIL & GAS CORPORATION

[CORPORATE SEAL]
Attest:

By: _____
Ray R. Seegmiller
Vice President and Chief Financial Officer

Lisa A. Machesney
Corporate Secretary

GRANTEE:
TIGHT SANDS INVESTMENTS, LLC, BY ITS MANAGER, FONTENELLE, INC.

[CORPORATE SEAL]
Attest:

By: _____
Gary L. Greenstein
Vice President

Roger D. Tullberg
Assistant Secretary

This Assignment was prepared by:

Kurt M. Petersen
Davis, Graham & Stubbs, LLC
370 Seventeenth Street, Suite 4700
Denver, Colorado 80201

SIGNATURE PAGE TO ASSIGNMENT TO OIL AND GAS LEASES WITH RESERVATION OF PRODUCTION PAYMENT - TIGHT SANDS PACKAGE

614

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 8th day of August, 1996, by Ray R. Seegmiller, as Vice President and Chief Financial Officer of Cabot Oil & Gas Corporation, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

ADELE M. ZAWICKI
Notary Public, State of Texas
My Commission Expires 12-20-96

Adele M. Zawicki
Notary Public

My commission expires: _____

(SEAL)

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 9th day of August, 1996 by Gary L. Greenstein, Vice President of Fontenelle, Inc. in its capacity as Manager of Tight Sands Investments, LLC, a Delaware limited liability company on behalf of the company.

Witness my hand and official seal.

Mary O. Hull
Notary Public

My commission expires: 1/24/2003

(SEAL)

EXHIBIT A
SCHEDULE OF LEASES

COMPANY 19
ALL XREF CODE S2
XREF NUMBER SEC 29 - 1996
STATE WY
COUNTY 035

CABOT OIL & GAS CORPORATION
SECTION 29 - AUG. 1996

WYOMING
SUBLETTE

LEASE NUMBER / LESSOR / PROSPECT	LESSEE / STATE/COUNTY	GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
49-0000658 USA W-54913 TRACT 01 BIRD CANYON T 27 N R 112 W 006 PM SEC 14 S/2 DEPTH A: SURFACE TO 8693' DEPTH B: BELOW 8693' & RECORD TITLE	RAINBOW RESOURCES INC WY SUBLETTE	320.000	06/01/1976 BK 54 PG 375	05/31/1983
49-0000659 USA W-54914 TRACT 01 BIRD CANYON T 27 N R 112 W 006 PM SEC 23 W/2 DEPTH A: SURFACE TO 8693' DEPTH B: BELOW 8693' & RECORD TITLE	RAINBOW RESOURCES INC WY SUBLETTE	320.000	06/01/1976 BK 54 PG 368	05/31/1981
49-0000660 USA W-61473 TRACT 01 BIRD CANYON T 27 N R 112 W 006 PM SEC 23 S/2SE/4	RAINBOW RESOURCES INC WY SUBLETTE	80.000	01/01/1978 BK 59 PG 85	12/31/1982
TRACT 02 BIRD CANYON T 27 N R 112 W 006 PM SEC 24 SE/4NW/4, E/2SW/4	WY SUBLETTE	120.000	BK 59 PG 85	

* TOTAL * LEASES 3

9
6116

EXHIBIT "B"
WELLS

State	County	API Number	Property Name	Formation	Initial WI	Initial NRI	Final WI	Final NRI
WY	SUBLETTE	4903520605	BIRD CANYON 1-23	FRONTIER	0.1037740	0.0908020	0.0859375	0.0751955
WY	SUBLETTE	4903520604	BIRD CANYON 3-14	FRONTIER	0.1666670	0.1458330	0.1250000	0.1093750

617

[redacted] [redacted] [redacted]

MEMORANDUM OF MANAGEMENT AGREEMENT
TIGHT SANDS PACKAGE

THIS MEMORANDUM OF MANAGEMENT AGREEMENT (this "Memorandum") is entered into by and between Tight Sands Investments, LLC, a Delaware limited liability company, whose address is 82 Devonshire Street, R22C, Boston, Massachusetts 02109 (the "Company" or "TSI") and CABOT OIL & GAS CORPORATION, a Delaware corporation, whose address is 15375 Memorial Drive, Houston, Texas 77079 (the "Manager" or "Cabot").

RECITALS:

A. The Company and the Manager have entered into that certain Management Agreement dated effective as of August 1, 1996 (the "Agreement"), whereby the Company retains the Manager to operate and manage certain assets and the Manager agrees to provide such management services, as more particularly set forth in the Agreement; and

B. The Company and the Manager desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the rights, duties, responsibilities and obligations of the Manager under the Agreement.

AGREEMENT TERMS

Agreement: Specific reference is hereby made to the following terms and provisions of the

1. The term "Assets" is defined to include all of the following:

   (a) All of the Company's right, title and interest in and to the oil and gas leases described on Exhibit A, attached hereto and made a part hereof for all purposes, and the wells described on Exhibit B, attached hereto and made a part hereof for all purposes (the above described interest in such leases being herein called the "Leases," and the above described interest in such wells being herein called the "Wells"), and subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, and other matters applicable to such Leases and Wells;

   (b) All of the Company's right, title and interest in and to the following insofar and only insofar as same are attributable to the Leases and the Wells:

P.O. Box 4544
Houston, TX 77210-4544
Attn: Lease Records

\DATA\PUBL\KZID\D530883.2
gust 8, 1996 10:58am

258429

RECORDED Aug. 20 1996 11:35 AM
IN BOOK 103KG PAGE 618
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

(i) All presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders affecting the Leases and Wells, and in and to the properties covered and the units created thereby (the "Units");

(ii) The personal property and fixtures that are appurtenant to the Leases, or the Wells, or the Units, including all wells, casing, tubing pumps, separators, tanks, lines and other personal property and oil field equipment on such Leases; and

(iii) All presently existing and valid gas sales, purchase, gathering and processing contracts and operating agreements, joint venture agreements, partnership agreements, rights of way, easements, permits, surface leases and other contracts, agreements and instruments.

2. The Manager has the authority to manage the Assets for and on behalf of the Company, such management to include, without limitation, performance of the following management functions (the "Services"):

(a) Operate, manage, and maintain the Assets.

(b) Market gas, oil and related hydrocarbons produced by the Company from the Assets, and pay or cause to be paid all royalties, production payments, net profits interests and all other such payment obligations arising in connection with the Assets or the production of hydrocarbons therefrom.

(c) Operate the Assets in compliance in all material respects with all federal, state and local laws, rules, ordinances, regulations and orders applicable to the Assets.

(d) Inform the Company of any pending or threatened action or investigation of which the Manager receives written notice and which the Manager believes in good faith could have a material adverse impact on the Assets, including all actions initiated or investigations threatened by a third party or governmental authority under applicable environmental laws.

(e) Manage and dispose of all solid and/or hazardous wastes generated in connection with the operation of the Assets in material compliance with applicable environmental laws and to initiate and complete any remedial, removal or other response actions required under applicable environmental laws in response to any release of a hazardous substance on the Assets.

(f) Employ or contract for the services of any person or entity required by the Manager, in its reasonable discretion, to assist the Manager in the performance of any of its duties and responsibilities under the Agreement, including, without limitation, any legal, accounting, geological, geophysical, engineering, operating and other services and advice as the Manager deems advisable, in its reasonable discretion, from any person or entity.

(g) Pay and perform all obligations of the Company which relate to the Assets.

(h) Maintain insurance with respect to the Assets as is reasonable and customary in the industry, and with respect to all such insurance, cause the Company to be named as an additional insured party on all such insurance policies.

(i) Execute and file and record, when appropriate or required, all assignments and other regulatory instruments relating to the Assets.

(j) Establish and maintain all bank accounts, books and records, capital accounts, and other accounts as are required or convenient to operate the Assets.

(k) Perform all accounting and reporting as required by any agreement relating to the Assets to which the Company is subject; provided, however, for purposes of the Agreement, the Tight Sands Investments, LLC Operating Agreement dated effective August 1, 1996 shall not be deemed to be an agreement relating to the Assets to which the Company is subject.

(l) Manage all contracts relating to the Assets to which the Company is or becomes a party (except for that certain Purchase and Sale Agreement dated effective August 1, 1996, between the Manager and the Company).

(m) Receive and collect all revenues and income attributable to the Assets.

(n) Negotiate, execute and deliver all contracts and agreements and amendments to existing contracts and agreements affecting the Assets which the Manager believes are necessary or desirable in connection with the ownership, development, operation, production and maintenance of the Assets or to perform any of the Services.

(o) Assume the defense of, handle, investigate and/or settle all claims, demands, causes of action, lawsuits and other proceedings which relate in any way to the Assets or the Services.

(p) All other acts and things as are necessary to carry out the Manager's responsibilities under the Agreement.

3. Any person is entitled to rely on this Memorandum as granting to the Manager the power and authority to manage the Assets and to perform each of the Services on behalf of the Company. No further action or documentation is required to be given by the Company in order to authorize or empower the Manager to manage the Assets and to perform any of the Services on behalf of the Company.

4. The term of the Agreement is from August 1, 1996 through July 31, 1997, with automatic annual renewals thereafter. After July 31, 1997, the Agreement may be terminated by either party with 90 days prior written notice to the non-terminating party.

5. This Memorandum is executed for the purpose of recordation in the real property records of the counties in which the Assets are located, in order to give notice of all the terms and provisions of the Agreement and is not intended and shall not be construed to define, limit or modify the Agreement. All of the terms, conditions, provisions, and covenants of the Agreement are incorporated into this Memorandum by reference as though fully set forth herein, and both the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall in all things control.

6. Notwithstanding anything contained herein to the contrary, Manager shall have no obligation to pay any costs or expenses attributable to the Assets which are in excess of either revenues and income collected by it from the Assets or funds paid to it by the Company.

EXECUTED effective as of the 1st day of August, 1996.

[CORPORATE SEAL]

Attest:

By: _____
Roger D. Tullberg
Assistant Secretary

Tight Sands Investments, LLC, by its Manager,
Fontenelle, Inc.

By: _____
Gary L. Greenstein
Vice President

[CORPORATE SEAL]

Attest:

By: _____
Lisa A. Machesney
Corporate Secretary

CABOT OIL & GAS CORPORATION

By: _____
Ray R. Seegmiller
Vice President and Chief Financial Officer

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

This instrument was acknowledged before me this 9th day of August, 1996 by Gary L. Greenstein, as Vice President of Fontenelle, Inc., a Delaware corporation, in its capacity as Manager of Tight Sands Investments, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)

_____
Notary Public in and for the State of Massachusetts

Mary Jo Hull
Printed Name of Notary

My Commission Expires: 1/24/2003

SIGNATURE PAGE FOR MEMORANDUM OF MANAGEMENT AGREEMENT
TIGHT SANDS PACKAGE

622

623

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me this 8th day of August, 1996 by Ray R. Seegmiller, as Vice President and Chief Financial Officer of CABOT OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

(SEAL)

Adele M. Zawicki
Notary Public in and for the State of Texas

ADELE M. ZAWICKI
Notary Public, State of Texas
My Commission Expires 12-20-96

Printed Name of Notary

My Commission Expires:_____

EXHIBIT A
SCHEDULE OF LEASES

COMPANY 19
ALL XREF CODE S2
XREF NUMBER SEC 29 - 1996
STATE WY
COUNTY 035

CABOT OIL & GAS CORPORATION
SECTION 29 - AUG. 1996

WYOMING
SUBLETTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
49-0000658	USA W-54913						
TRACT 01		BIRD CANYON	RAINBOW RESOURCES INC	WY SUBLETTE	320.000	06/01/1976 BK 54 PG 375	05/31/1983
T 27 N R 112 W 006 PM SEC 14 S/2							
DEPTH A: SURFACE TO 8693'							
DEPTH B: BELOW 8693' & RECORD TITLE							
49-0000659	USA W-54914						
TRACT 01		BIRD CANYON	RAINBOW RESOURCES INC	WY SUBLETTE	320.000	06/01/1976 BK 54 PG 368	05/31/1981
T 27 N R 112 W 006 PM SEC 23 W/2							
DEPTH A: SURFACE TO 8693'							
DEPTH B: BELOW 8693' & RECORD TITLE							
49-0000660	USA W-61473						
TRACT 01		BIRD CANYON	RAINBOW RESOURCES INC	WY SUBLETTE	80.000	01/01/1978 BK 59 PG 85	12/31/1982
T 27 N R 112 W 006 PM SEC 23 S/2SE/4							
TRACT 02		BIRD CANYON		WY SUBLETTE	120.000	BK 59 PG 85	
T 27 N R 112 W 006 PM SEC 24 SE/4NW/4, E/2SW/4							

* TOTAL * LEASES 3

24

EXHIBIT "B"
WELLS

State	County	API Number	Property Name	Formation	Initial WI	Initial NRI	Final WI	Final NRI
WY	SUBLETTE	4903520605	BIRD CANYON 1-23	FRONTIER	0.1037740	0.0908020	0.0859375	0.0751955
WY	SUBLETTE	4903520604	BIRD CANYON 3-14	FRONTIER	0.1666670	0.1458330	0.1250000	0.1093750

[redacted]

[redacted]

[redacted]

9285

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This Assignment is made by Rupert H. Stanley and Carrie M. Sullivan as co-personal representatives of the Estate of Leycester Stanley, also known as Buck Stanley, deceased, Assignors, to Rupert H. Stanley and Carrie M. Sullivan, and their successors in trust, trustees of the Family Trust under the Buck Stanley Revocable Trust dated February 7, 1984, Assignees, which trust's legal address is 2958 E. Geddes Avenue, Littleton, Colorado 80122.

WHEREAS, the above named decedent in his lifetime made and executed his Last Will and Testament dated February 7, 1984, and Codicils thereto dated February 24, 1994 and May 6, 1994; and

WHEREAS, Assignors were duly appointed co-personal representatives of said estate on February 14, 1995, by the Sixth Judicial District Court in and for the County of Campbell and State of Wyoming, Probate No. 5316, and are now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Assignors by the Wyoming law, Assignors do hereby sell, convey, assign, transfer and set over unto the Assignees as the persons entitled to the distribution of the property pursuant to the provisions of the above described Will and Codicils, and their successors and assigns, all of the deceased's right, title, interest, claim and demand, and overriding royalty interests, if any, in and to all proceeds derived from the sale and/or use of the oil, gas, casinghead gas, condensate, associated liquid hydrocarbons, plant products, and all elements, compounds and gaseous or liquid constituents comprising the materials, the "production", in and under and that may be produced from, or allocated under a pooling, communitization, or unit agreement to, those certain properties located in Sublette County, Wyoming, described as:

SEE ATTACHED EXHIBIT "A"

The herein described overriding royalty interests are conveyed by Assignors and accepted by Assignees subject to the terms of the existing leases, operating agreements, communitization agreements, pooling agreements, and all other contracts binding upon the deceased's interests in the leases out of which said overriding royalty interests are herein assigned. This Assignment shall cover and include all of the oil royalties, and gas rentals or royalties, due to and to be paid under the terms of said leases insofar as said leases cover the lands above described, and all leases issued as extensions, renewals, or substitutes of existing leases.

This Assignment runs to the above named Assignees as trustees.

IN WITNESS WHEREOF, this Assignment is executed this 15th day of July, 1996.

Carrie M. Sullivan
Carrie M. Sullivan, Co-Personal Representative of the Estate of Leycester Stanley, also known as Buck Stanley, deceased

Rupert H. Stanley
Rupert H. Stanley, Co-Personal Representative of the Estate of Leycester Stanley, also known as as Buck Stanley, deceased

STATE OF COLORADO
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by Rupert H. Stanley and Carrie M. Sullivan as co-personal representatives of the Estate of Leycester Stanley, also known as Buck Stanley, deceased, this 15th day of July, 1996.

WITNESS my hand and official seal. My commission expires: 12-14-98.

WILLIAM R. McDONALD NOTARY PUBLIC STATE OF COLORADO

William R. McDonald
Notary Public

258495

RECORDED Aug. 23 1996 9:30 AM
IN BOOK 103 OF 6 PAGE 598
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

EXHIBIT "A"

All of Leycester Stanley's right, title, interest, claim and demand, including overriding royalty interests, in and to:

Property Name	Legal Description
Fogarty Creek 3-4	T28N R114W: Sec 4: Lots 15, 16, 17 and 18 (From the surface to 8,838' subsurface)
Split River #31-2	T27N-R112W: Sec 2: NE/4
Castle Creek Unit Third Revision Mesaverde Participating Area "A"	T32N R114W: Sec 28: All; Sec 33: NE/4 NW/4, N/2/NE/4, SW/4/NE/4; Sec 34: NW/4/NW/4; Sec 27: NE/4; Sec 21: SE/4, SE/4/SE/4/NE/4; Sec 22: S/2/S/2/NW/4, SW/4, SW/4/SW/4/NE/4, W/2/NW/4/SE/4, SE/4/NW/4, SE/4, SW/4/SE/4, SW/4/SE/4/SE/4; Sec 27: W/2, NW/4/SE/4; Sec 21: SW/4

SUBBIG

SUBENEX

SUBBAL

STIPULATION OF OVERRIDING ROYALTY INTEREST

WHEREAS, Arline Hilton Mattison, W. Russell Hull, Shirley M. Hull, Genie H. Nicodemus Marilyn Early, Morgan Limited Partnership and C. E. C. Industries Corp. are the overriding royalty interest owners in the following described lands (hereinafter referred to as "said lands");

USA Lease E-021983
Township 28 North, Range 113 West
Section 14: NW/4 NW/4
Sublette County, Wyoming

WHEREAS, some confusion exists with respect to the exact overriding royalty interest that each of the below named parties owns in said lands; and

WHEREAS, under title requirement number sixteen in the Division Order Title Opinion dated February 12, 1993, prepared by Poulson, Odell & Peterson, Attorneys at Law, the below named parties are required to execute a stipulation of overriding royalty interest in order to establish the ownership of overriding royalty interest in said lands.

NOW, THEREFORE, we, the below named parties, do hereby agree that the overriding royalty interests in the above described lands are owned by the following named parties to this agreement in the proportions set forth below:

OWNERS	OVERRIDING ROYALTY INTERESTS OWNED
✓W. Russell Hull	0.208375% of 8/8ths
Arline Hilton Mattison	0.208375% of 8/8ths
Shirley M. Hull	0.208375% of 8/8ths
Genie H. Nicodemus	0.208375% of 8/8ths
C.E.C. Industries Corp.	0.833500% of 8/8ths
Marilyn Early	1.667000% of 8/8ths
Morgan Limited Partnership	1.666000% of 8/8ths
Total	5.000000% of 8/8ths

The parties hereto do grant and convey unto each of the named owners the undivided overriding royalty interest set opposite the name of each of said owners in and to the overriding royalty interest described herein.

Each such interest is subject to all valid and subsisting oil, gas and mineral leases of record in said County and State, and such leases are hereby ratified, confirmed and adopted.

No warranty of title is made by any party hereto and in the event that title to any overriding royalty interest described herein should fail, in whole or in part, the balance shall be owned by each of the said parties in the proportions above stated.

The provisions hereof shall be binding upon and inure to the benefit of each party hereto, his heirs, representatives, successors and assigns.

258497

RECORDED August 23 1996 2:15PM
IN BOOK 103 O+G PAGE 600
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

600

FOG LAND ADMIN
DEC 28 1993

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 20TH day of DECEMBER, 1993, however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

W. Russell Hull

ATTEST:

C.E.C. Industries Corp.

By

By

Title

Title

Arline Hilton Mattison

Shirley M. Hull

Genie H. Nicodemus

Marilyn Early

Morgan Limited Partnership

By: John H. Morgan, Jr.
General Partner

STATE OF OREGON)
) ss.
COUNTY OF LANE)

The foregoing instrument was acknowledged before me this 20TH day of DECEMBER, 1993, by W. RUSSELL HULL.

WITNESS my hand and official seal.

My Commission Expires: 3/29/96

OFFICIAL SEAL
DONNA D HOLBROOK
NOTARY PUBLIC - OREGON
COMMISSION NO. 012789
MY COMMISSION EXPIRES MAR. 29, 1996

Notary Public

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 15th day of December, 1993, however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

W. Russell Hull

ATTEST:

By

Mineral Interest Examiner
Title

C.E.C. Industries Corp.

George A. Matthews, Jr.
By

President
Title

Arline Hilton Mattison

Shirley M. Hull

Genie H. Nicodemus

Marilyn Early

Morgan Limited Partnership

By: John H. Morgan, Jr.
General Partner

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by George A. Matthews, Jr.

WITNESS my hand and official seal.

My Commission Expires:

May 12 - 1997

Notary Public

THE GREAT SEAL OF THE STATE OF UTAH 1896
SCOTT M. MORRISON
50 South Main Avenue
Salt Lake City, Utah 84103
My Commission Expires
May 12, 1997
State of Utah

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 16th day of December, 1993, however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

W. Russell Hull

ATTEST:

C.E.C. Industries Corp.

By

By

Title

Title

Arline Hilton Mattison

✓ Arline Hilton Mattison

Shirley M. Hull

Genie H. Nicodemus

Marilyn Early

Morgan Limited Partnership

By: John H. Morgan, Jr.
General Partner

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 16th day of December, 1993, by ARLINE HILTON MATTISON.

WITNESS my hand and official seal.

My Commission Expires:

September 29, 1995

Notary Public

OFFICIAL SEAL
ELAINE FERN SCHROEDER
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Sept. 29, 1995

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 12-17 day of 12, 1993, however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

W. Russell Hull

ATTEST:

C.E.C. Industries Corp.

By

By

Title

Title

Arline Hilton Mattison

Arline Hilton Mattison

Shirley M Hull

Shirley M. Hull

Genie H. Nicodemus

Marilyn Early

Morgan Limited Partnership

By: John H. Morgan, Jr.
General Partner

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 17th day of December, 1993, by SHIRLEY M-HULL.

WITNESS my hand and official seal.

My Commission Expires:

September 29, 1995

Elaine Fern Schroeder
Notary Public

OFFICIAL SEAL
ELAINE FERN SCHROEDER
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Sept. 29, 1995

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this _____ day of _____, 199 , however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

W. Russell Hull

ATTEST:

C.E.C. Industries Corp.

By

By

Title

Title

Arline Hilton Mattison

Shirley M. Hull

Genie H. Nicodemus

Marilyn Early

Morgan Limited Partnership

By: John H. Morgan, Jr.
General Partner

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 15 day of December, 1993, by Gene Hilton Nicodemus.

WITNESS my hand and official seal.

MATTHEW P. MAJESKI
COMM. #995736
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires May 26, 1997

My Commission Expires:

May 24, 1997

Notary Public

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 21st day of December, 1993, however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

W. Russell Hull

ATTEST:

C.E.C. Industries Corp.

By

By

Title

Title

Arline Hilton Mattison

Shirley M. Hull

Genie H. Nicodemus

Marilyn Early

Morgan Limited Partnership

By: John H. Morgan, Jr.
General Partner

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21st day of December, 1993 by John H. Morgan Jr..

WITNESS my hand and official seal.

My Commission Expires:

12/10/97

Notary Public

Notary Public
J. MICHAEL BENNION
123 2nd Avenue #P112
Salt Lake City, Utah 84103
My Commission Expires
December 10, 1997
State of Utah

This Agreement may be executed in any number of counterparts, with the same affect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 14th day of December, 1993, however effective as of September 12, 1991, said latter date being the date of first sales for the B 9-14 well.

ATTEST:

_____
By

_____
Title

_____
W. Russell Hull

_____
C.E.C. Industries Corp.

_____
By

_____
Title

_____
Arline Hilton Mattison

_____
Shirley M. Hull

_____
Genie H. Nicodemus

Marilyn M. Early
Marilyn Early

_____
Morgan Limited Partnership

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

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14th day of December, 1993, by Marilyn Early.

WITNESS my hand and official seal.

My Commission Expires:
6-5-91

Elizabeth Smith
Notary Public

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTIES OF SUBLETTE § KNOW ALL MEN BY THESE PRESENTS:
& SWEETWATER §
§
258498

RECORDED Aug. 23 1976 M 9:36A.
IN BOOK 103 Misc PAGE 608
FEES $ 2950 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

THAT ENSERCH EXPLORATION, INC., whose mailing address is 4849 Greenville Avenue, Suite 1200, Dallas, Texas 75206 ("ASSIGNOR"), for and in consideration of the sum of One Hundred and No/100 Dollars ($100.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has bargained, sold, transferred, assigned, and conveyed and by these presents does hereby bargain, sell, transfer, assign, and convey unto EXXON CORPORATION, whose mailing address is Post Office Box 1600, Midland, Texas 79702-1600, its successors and assigns ("ASSIGNEE"), without warranty of title, express or implied, all of ASSIGNOR'S right, title, and interest in and to the oil, gas, and mineral leases ("Subject Leases") described in Exhibit "A," which is attached hereto and made a part hereof. The lands covered by the Subject Leases shall hereinafter sometimes be referred to as the Subject Lands.

This Assignment is expressly made subject, however, to the following reservations, terms, covenants, and conditions:

1. WARRANTIES: **THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, ALL REPRESENTATIONS AND WARRANTIES BEING EXPRESSLY DISCLAIMED. WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, RELATIVE TO PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT LEASES AND SUBJECT LANDS OR THE ABILITY OR POTENTIAL OF THE SUBJECT LEASES AND SUBJECT LANDS TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE SUBJECT LEASES AND SUBJECT LANDS OR ANY OTHER MATTERS CONTAINED IN THE PROPRIETARY DATA OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION, AND OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE OR DISCLOSED TO ASSIGNEE SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

ASSIGNEE HEREBY EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE (THE "DECEPTIVE TRADE PRACTICES ACT"), any similar statutes of any state in which this Assignment is entered, executed, or consummated or any state that may exercise jurisdiction over the parties hereto or over the interests that are the subject hereof, or any similar federal rule, law, statute, or regulation.

2. ENVIRONMENTAL MATTERS: "Environmental laws," as used herein, means applicable federal, state, and local laws, including statutes, regulations, orders, ordinances, and common law, relating to protection of the public health and the environment, including, without limitation, those laws relating to storage, handling, and use of chemicals and other

hazardous materials; those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind; and those relating to the protection of environmentally sensitive areas.

ASSIGNOR makes no representation or warranty of any kind, either express or implied, as to the existence or non-existence of any naturally occurring radioactive materials, hazardous wastes, or hazardous materials, on, in, or under the properties covered hereby. ASSIGNEE accepts the Subject Leases and Subject Lands on an **"AS IS, WHERE IS"** basis and assumes any and all liability and/or expense for any restoration, clean-up, disposal, or removal that may be incurred as the result of the existence or discovery of any such material or waste on, in, or under the properties or interests covered hereby.

ASSIGNEE ASSUMES FULL RESPONSIBILITY FOR, AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND ASSIGNOR FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, FINES, EXPENSES, COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES), AND CAUSES OF ACTION CAUSED BY OR ARISING OUT OF ANY VIOLATION OF ANY ENVIRONMENTAL LAW OR REGULATION (INCLUDING COMMON LAW), OR THE PRESENCE, DISPOSAL, RELEASE, OR THREATENED RELEASE OF ANY HAZARDOUS SUBSTANCE (AS THE TERMS "RELEASE" AND "HAZARDOUS SUBSTANCE" ARE DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), 42 U.S.C. §§9601, *ET SEQ.*) FROM THE SUBJECT LANDS INTO THE ATMOSPHERE OR INTO OR UPON LAND OR ANY WATER COURSE OR BODY OF WATER, INCLUDING GROUNDWATER, WHETHER OR NOT ATTRIBUTABLE TO ASSIGNOR'S ACTIVITIES OR THE ACTIVITIES OF THIRD PARTIES (REGARDLESS OF WHETHER OR NOT ASSIGNOR WAS OR IS AWARE OF SUCH ACTIVITIES) PRIOR TO, DURING, OR AFTER THE PERIOD OF ASSIGNOR'S OWNERSHIP OF THE SUBJECT LEASES AND SUBJECT LANDS. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION.

3. EFFECTIVE DATE: This Assignment shall be effective as of 7:00 a.m., local time at the location of the Subject Leases and Subject Lands on April 1, 1996 (the "Effective Date").

4. OPERATIONS AFTER THE EFFECTIVE DATE; PRORATION OF EXPENSES: ASSIGNOR shall be responsible for payment of all expenses incurred with respect to the Subject Leases prior to the Effective Date. ASSIGNEE shall be responsible for payment of all expenses incurred with respect to the Subject Leases after the Effective Date. "Expenses" under this Article shall include any expenses incurred in the operation, protection, or maintenance of the Subject Leases, including the payment of property, ad valorem, and all other taxes. (Ad valorem and similar taxes shall be considered assessed for the period for which they are stated to be assessed, even if the same are based on production or other activities occurring in prior periods.)

5. EXISTING BURDENS: The interests in the Subject Leases covered by this Assignment are conveyed by ASSIGNOR and accepted by ASSIGNEE subject to all existing burdens with which the Subject Leases are encumbered. ASSIGNEE hereby assumes and agrees to pay, perform, or carry, as the case may be, each of the existing burdens to the extent that such existing burdens are or remain a burden on the Subject Leases. The term "existing burdens" as used herein shall mean all royalties, overriding royalties, production payments, net profit obligations, carried working interests, and any and all other payments out of or with respect to production with which the Subject Leases are burdened as of the Effective Date that are of record.

The Subject Leases are conveyed subject to the terms and provisions of any existing operating agreements, unit agreements, product sales agreements, gas purchase and sale agreements, farmout agreements, and any and all other agreements to which the Subject

[redacted] [redacted] [redacted]

Leases are subject. Any and all obligations, duties, and liabilities accruing under such agreements shall be assumed by and become the responsibility of ASSIGNEE. This Assignment is subject to any pre-existing preferential rights to purchase in favor of third parties, whether known or unknown.

6. INDEMNIFICATION:

Except as otherwise agreed in Article 2:

a. ASSIGNEE shall defend, indemnify, and hold harmless ASSIGNOR, its affiliates, and their respective officers, partners, employees, and agents, and their respective successors and assigns, from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or resulting from ASSIGNEE'S ownership or operation of the Subject Leases on or after the Effective Date; including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any real or personal property under any theory, including tort, contract, or strict liability. ASSIGNEE further covenants and agrees to defend any suits brought against ASSIGNOR, its affiliates, and their respective officers, partners, employees, and agents, and their respective successors and assigns, on account of any such claims and to pay any judgments against any of them resulting from any such suit or suits, along with all costs and expenses related to any such claims, including attorney's fees; provided, ASSIGNOR shall, nevertheless, at its cost and expense, have the right, if it so elects, to participate in the defense of any such suit or suits in which it is a party, without relieving ASSIGNEE of the obligation to defend the same.

b. ASSIGNOR shall defend, indemnify, and hold harmless ASSIGNEE, its successors and assigns, from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or resulting from ASSIGNOR'S ownership and operation of the Subject Leases prior to the Effective Date; including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any real or personal property under any theory, including tort, contract, or strict liability. ASSIGNOR further covenants and agrees to defend any suits brought against ASSIGNEE on account of any such claims and to pay any judgment against ASSIGNEE resulting from any such suit or suits, along with all costs and expenses related to any such claims, including attorney's fees; provided, ASSIGNEE shall, nevertheless, at its cost and expense, have the right, if it so elects, to participate in the defense of any such suit or suits in which it is a party without relieving ASSIGNOR of the obligation to defend the same.

c. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS ASSIGNMENT SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (INCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

7. RIGHT TO POOL SUBJECT LANDS: ASSIGNOR grants ASSIGNEE, insofar as ASSIGNOR has the right to do so, and subject to the terms of the Subject Leases, the right to pool, unitize, and/or combine the Subject Lands, or any portion thereof, with other leases or lands for the production of oil and gas.

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8. MISCELLANEOUS:

a. The headings used in this Assignment are inserted for convenience only and shall not be regarded in construing this Assignment.

b. If any provision of this Assignment is held invalid, such invalidity shall not affect the remaining provisions.

c. This Assignment is made free and clear of any arrangement that is treated as a partnership for federal income tax purposes.

d. Any and all costs associated with the assignment or transfer hereunder of any properties or equipment shall be the sole responsibility and obligation of ASSIGNEE. ASSIGNEE shall pay all sales taxes, documentary stamp taxes, transfer taxes, and other similar taxes resulting from the acquisition of the Subject Leases. ASSIGNEE shall remit all such taxes that result from the sale directly to the appropriate taxing agency.

e. The parties agree to do such further acts or execute such other documents as reasonably may be required properly to create or confirm title to the Subject Leases or to transfer the Subject Leases to ASSIGNEE including the execution and filing of all documents required to transfer record title and operating rights in the Subject Leases on the records of the United States Department of the Interior, Bureau of Land Management or the State of Wyoming. All such other documents shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth or incorporated herein as fully as through they were set forth in each such document. The interests conveyed by such other documents shall be the same, and not in addition to, the Subject Leases conveyed herein. Any and all costs associated with or resulting from the assignment or transfer hereunder of any properties or equipment shall be the sole responsibility and obligation of ASSIGNEE.

TO HAVE AND TO HOLD the same unto the ASSIGNEE, its successors and assigns, according to the terms, covenants, and conditions of the Subject Leases, the ASSIGNEE to perform all such terms, covenants, and conditions thereof as to the Subject Lands, as well as all of the terms, covenants, and conditions hereof.

The reservations, terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE, their respective successors and assigns, and shall attach to and run with the Subject Leases and the Subject Lands and with each transfer or assignment thereof.

WITNESS THE EXECUTION HEREOF on this 14th day of August, 1996, but effective as of the Effective Date.

ENSERCH EXPLORATION, INC.

By: _____
GARY J. JUNCO
President

"A S S I G N O R"

EXXON CORPORATION

By: Doug Laufer

Title: DOUG LAUFER, Land Supervisor
Prod. Dept., Exxon Company, U.S.A.
(a division of Exxon Corporation)
AGENT AND ATTORNEY IN FACT

"ASSIGNEE"

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Texas, this 14th day of August, 1996, by GARY J. JUNCO, PRESIDENT of ENSERCH EXPLORATION, INC., a Texas corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

VERNIA L. McALLISTER
MY COMMISSION EXPIRES
October 27, 1998

Vernia L McAllister
Notary Public

STATE OF Texas §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Texas, this 19th day of August, 1996, by Doug Laufer Agent & Attorney in fact, of EXXON CORPORATION, a New Jersey corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

JEAN H. TAYLOR
Notary Public
State of Texas
Commission Expires 08/08/97

Jean H Taylor
Notary Public

p:\legal\divest96\exxon\exxon.pa4

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EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES, EFFECTIVE APRIL 1, 1996, BY AND BETWEEN ENSERCH EXPLORATION, INC, AS ASSIGNOR, AND EXXON CORPORATION, AS ASSIGNEE

EEX LEASE NO.	ST	COUNTY	LEASE DATE	LEASE NAME	LESSEE	LEGAL DESCRIPTION	REC. DATA BOOK	PAGE
493109	WY	SUBLETTE	12/01/63	USA W 0266346 A	SHIRLEY J ANDREWS	T28N R115W 6TH P.M. SEC 9: E/2E/2 SEC 10: SW/4		
493110	WY	SUBLETTE	02/01/64	USA W 0289523	J R ANDREWS	T28N R115W 6TH P.M. SEC 2: LOTS 5-8, S/2 SEC 3: LOTS 5-8, S/2 SEC 10: N/2 SEC 11: N/2	173	699
493111	WY	SUBLETTE	06/01/65	USA W 0315726	BURTON G LOWE	T28N R115W 6TH P.M. SEC 4: LOTS 7-8, SE/4	39	566
493112	WY	SUBLETTE	12/01/65	USA W 0318400	GERALD L ROSEN	T28N R115W 6TH P.M. SEC 10: SE/4 SEC 11: S/2 SEC 14: N/2		
493113	WY	SUBLETTE	11/01/65	USA W 0318403	ETTA MANDEL	T29N R115W 6TH P.M. SEC 35: LOTS 3-4, NE/4, N/2SE/4		
493114	WY	SUBLETTE	11/01/65	USA W 0320387 A	ETTA MANDEL	T29N R115W 6TH P.M. SEC 35: LOTS 1-2, NW/4, N/2SW/4		
493115	WY	SUBLETTE	10/01/66	USA W 1329	W R CARTER	T29N R115W 6TH P.M. SEC 36: LOTS 3-4, NE/4, N/2SE/4		
493116	WY	SUBLETTE	10/01/66	USA W 1335	DOREEN SMITH	T29N R115W 6TH P.M. SEC 36: LOTS 1-2, NW/4, N/2SW/4		
493117	WY	SUBLETTE	01/01/67	USA W 2701	WILLIAM N SHOCKLEY	T28N R115W 6TH P.M. SEC 9: W/2NE/4, W/2		
493118	WY	SUBLETTE	03/01/67	USA W 3852	HUMBLE OIL REFINING COMPANY	T28N R115W 6TH P.M. SEC 5: LOTS 7-8, SE/4 SEC 16: N/2, SE/4		
493119	WY	SUBLETTE	10/01/66	USA W 817	WALTER L MORRISON	T28N R115W 6TH P.M. SEC 9: W/2SE/4		

EEX LEASE NO.	ST	COUNTY	LEASE DATE	LEASE NAME	LESSEE	LEGAL DESCRIPTION	REC. DATA BOOK	REC. DATA PAGE
493120	WY	SUBLETTE	10/01/74	USA W 45878	TOM PANOS	T28N R115W 6TH P.M. SEC 4: LOT 6, SW/4		
493121	WY	SUBLETTE	12/01/73	USA W 29933	CARL W KLAENHAMMER	T28N R115W 6TH P.M. SEC 4: LOT 5		
493122	WY	SUBLETTE	11/01/65	USA W 0318401	GERALD L. ROSEN	T28N R115W 6TH P.M. SEC 15: NE/4		
493123	WY	SUBLETTE	01/01/64	USA W 0266371	ROBERT F GEORGE	T28N R115W 6TH P.M. SEC 14: S/2 SEC 15: SE/4, N/2SW/4, SE/4SW/4		
493124	WY	SUBLETTE	03/01/66	USA W 0323140	ASHMAR OIL COMPANY	T28N R115W 6TH P.M. SEC 15: NW/4	48	277
493125	WY	SUBLETTE	06/01/67	USA W 5700	HUMBLE OIL & REFINING COMPANY	T28N R115W 6TH P.M. SEC 16: SW/4		
493126	WY	SUBLETTE	04/01/66	USA W 0322611	HUMBLE OIL & REFINING COMPANY	T28N R115W 6TH P.M. SEC 15: SW/4SW/4, SEC 22: ALL SEC 23: W/2		
493127	WY	SUBLETTE	04/01/66	USA W 0322677	HUMBLE OIL & REFINING COMPANY	T29N R115W 6TH P.M. SEC 15: ALL		
493128	WY	SUBLETTE	03/01/66	USA W 0323141	ASHMAR OIL COMPANY	T29N R115W 6TH P.M. SEC 24: E/2		
493129	WY	SUBLETTE	03/01/67	USA W 36058	HUMBLE OIL & REFINING COMPANY	T29N R115W 6TH P.M. SEC 21: E/2 SEC 27: SW/4SW/4 SEC 33: LOTS 3-4, NE/4, N/2SE/4		
493130	WY	SUBLETTE	06/01/66	USA W 0325131	PHILLIP E FLANAGAN	T29N R115W 6TH P.M. SEC 24: W/2 SEC 25: ALL		
493131	WY	SUBLETTE	06/01/67	USA W 36060	HUMBLE OIL & REFINING COMPANY	T29N R115W 6TH P.M. SEC 33: LOTS 1-2, NW/4, N/2SW/4		

EEX LEASE NO.	ST	COUNTY	LEASE DATE	LEASE NAME	LESSEE	LEGAL DESCRIPTION	REC. DATA BOOK	REC. DATA PAGE
493132	WY	SUBLETTE	06/01/67	USA W 5702	HUMBLE OIL & REFINING COMPANY	T29N R115W 6TH P.M. SEC 21: W/2 SEC 28: W/2		
493133	WY	SUBLETTE	10/01/66	USA W 1333	DAVID KARR	T29N R115W 6TH P.M. SEC 22: ALL SEC 27: N/2, N/2SW/4, SE/4SW/4, SE/4		
493134	WY	SUBLETTE	10/01/66	USA W 1334	JAMES L HARDEN	T29N R115W 6TH P.M. SEC 23: ALL SEC 26: ALL		
493135	WY	SUBLETTE	10/01/66	USA W 36057	W R CARTER	T29N R114W 6TH P.M. SEC 31: LOTS 1-7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4		
493136	WY	SUBLETTE	11/01/65	USA W 0320387	ETTA MANDEL	T29N R115W 6TH P.M. SEC 34: LOTS 1-4, N/2, N/2S/2		
493137	WY	SUBLETTE	12/01/65	USA W 0320841 A	W L KIGGINS ET AL	T29N R114W 6TH P.M. SEC 32: LOTS 1-4, N/2S/2, N/2		
493139	WY	SUBLETTE	01/01/67	USA W 2702	LEWIS H TILEY	T29N R115W 6TH P.M. SEC 28: E/2		
493138	WY	SUBLETTE	11/02/66	ST WY 66-16684	GERALD T TRESNER	T29N R115W 6TH P.M. SEC 16: ALL		

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WHEN RECORDED RETURN TO:

Robert J. Minton Family Trust
c/o Sue Minton-Edison
3804 South Highland Drive Suite 12
Salt Lake City, UT 84106

258559

RECORDED Aug. 28 1996 4:05 pM
BOOK 103 of 6 PAGE 603
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

QUITCLAIM DEED AND ASSIGNMENT

(Sublette County, Wyoming)

THIS QUITCLAIM DEED AND ASSIGNMENT (this "Assignment"), dated effective as of December 31, 1995 (the "Effective Date"), is from **Minton Investment Co.**, a Utah corporation, having an address of 3804 South Highland Drive, Suite 12, Salt Lake City, Utah 84106 ("Grantor"), to **Frances H. Minton, Stephen A. Minton, Elizabeth M. Burton and Susan Minton-Edison, as trustees of The Robert Joseph Minton Family Trust under agreement dated June 20, 1980, as amended**, having an address of 3804 South Highland Drive, Suite 9, Salt Lake City, Utah 84106 ("Grantee").

FOR TEN ($10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby quitclaims and assigns to Grantee all of Grantor's right, title and interest in and to all leasehold interests, overriding royalty interests, mineral interests and other interests, if any, owned by Grantor in the land described on Exhibit A attached hereto ("Mineral Properties") or attributable to production therefrom, together with 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 and orders in any way relating thereto (collectively herein called the "Interests").

It is the intent of Grantor to hereby quitclaim and assign all its Interests of any nature whatsoever in the Mineral Properties.

This Assignment is made without any representation or warranty whatsoever.

Separate assignments of the Interests may be executed on officially approved forms by Grantor to Grantee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The Interests conveyed by any such separate assignments are the same as, and not in addition to, the Interests conveyed herein.

This Assignment shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

EXECUTED this 31st day of December, 1995, to be effective for all purposes as of the Effective Date.

GRANTOR

MINTON INVESTMENT CO.

By: Frances H. Minton

Its: President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of December. 1995, by Frances H. Minton, President of Minton Investment Co.

Don C Maughan
NOTARY PUBLIC

NOTARY PUBLIC
DON C. MAUGHAN
201 South Main #1000
Salt Lake City, Utah 84111
My Commission Expires
January 21, 1997
STATE OF UTAH

EXHIBIT B

(Attached to and forming a part of the
Agreement for Purchase and
Sale of Oil and Gas Interests
between Minton Investment Co. and
Frances H. Minton, Stephen A. Minton,
Elizabeth M. Burton and
Susan Minton-Edison, as trustees
under agreement dated as of
June 20, 1980, as amended)

Form of Quitclaim Deed and Assignment
Exhibit B consists of the attached 4 pages.

The Interests

Sublette County, Wyoming

1. Lease No. **W-48908**, insofar as said lease covers the following described lands located in Sublette County, Wyoming.

Township 28 North, Range 113 West, 6th P.M.

Section 17: SW/4NE4, Lots 1,3,4,5,6 NW/4SE/4;
Section 21: Lots 1-6 inclusive, Lot 8, N/2SE/4, SE/4SE/4, S/2NE/4, Tract 43 D;
Section 28: S/2SE/4, Tracts 50-A, 50-C; Lots 1,5,6,7,8
Section 31: Lots 7, 8;
Section 32: Tract 53

1,146.53 acres

2. Lease No. **W-0256492**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 21: Lot 7, Tracts 43-A, 43-C;
Section 28: Lots 2,3,4,9,10,11, Tracts 50-B, 50-D.

352.50 acres

Colle

3. Lease No. **EV-020363**, dated effective 7-1-48, insofar as said lease covers the following described lands located in Sublette County, Wyominng:

Township 28 North, Range 113 West, 6th P.M.

Section 32: Lots 2, 5.

43.79 acres

4. Lease No. **W-48905**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 16: Lots 1-7, inclusive
Section 17: NW/4NE/4
Section 20: Lots 2,3,4 S/2NW/4
Section 29: SW/4SE/4, SE/4SW/4

377.80 acres

5. Lease No. **EV-022234**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 20: Lot 5, S/2NW/4;
Section 29: NE/4, E/2NW/4,NE4/SW4,N/2SE/4,SE/4SE/4

415.28 acres

6. Lease No. **EV-021978**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 4: SE/4SW/4
Section 9: NW/4, E/2SW/4, W/2SE/4.

360.00 acres

7. Lease No. **EV-026191**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 4: SE/4SW/4, SW/4SE/4

80.00 acres

8. Lease No. **W-0256494**, segregated from Lease No. E-026191 dated effective 01-01-50, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 24 North, Range 113 West, 6th P.M.

Section 9: W/2NE/4

80.00 acres

9. Lease No. **EV-07671-A**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 8: SE/4

160.00 acres

10. Lease No. **EV-07671-B**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 8: N/2, SW/4

480 acres

11. Lease No. **EV-010270-B**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 21: N/2N/2

160.00 acres

12. Lease No. **EV-07555**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 9: W/2SW/4

80.00 acres

13. Lease **WYST- 0-847**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 16: All

640.00 acres

14. Lease No. **W-9653**, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 4: Lot 4, S/2NW/4, N/2SW/4, NW/4SE/4
239.85 acres

15. Fee Lease - Lease dated effective June 30, 1952, from Joseph A. Minton et al., lessors, to Western Oil Refining, Lessee, recorded in Book 25 at page 58, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.
Section 17: Tract 39 (W/2SW/4, SE/4SW/4)
120.00 acres

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF TRANSCRIPT

***I, the undersigned** Secretary of State of the State of Oklahoma, do hereby certify that the annexed transcript has been compared with the record on file in my office of which it purports to be a copy, and that the same is a full, true and correct copy of:*

258560

CERTIFICATE OF MERGER

OF

SAMSON RESOURCES COMPANY

RECORDED Aug 28 1996 4:30
IN BOOK 103 G6 PAGE 619
FEES $24.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

In testimony whereof, I have hereunto set my hand and affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this 8th day, of August, A.D. 1996.

Sam Cole

Secretary of State

By: Paul Jones

619

620

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF MERGER
(Effective June 30, 1996)

WHEREAS, SAMSON RESOURCES COMPANY

_____,

a corporation organized under the laws of the State of Oklahoma, *has filed in the office of the Secretary of State duly authenticated evidence of a merger whereby said corporation is the surviving entity, as provided by the laws of the State of Oklahoma.*

NOW THEREFORE, I, *the undersigned Secretary of State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such merger.*

IN TESTIMONY WHEREOF, *I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed in the City of Oklahoma City this 26th *day of* June, *1996.*

Sam Cole

Secretary of State

By: Brenda Reed

RECEIVED

Jun 28 9 56 AM '96

SEC

FILED

JUN 28 1996

OKLAHOMA SECRETARY OF STATE

MERGER AGREEMENT

Agreement of Merger, effective as of June 30, 1996, by and between SAMSON RESOURCES COMPANY, an Oklahoma corporation, hereinafter referred to as "RESOURCES", and SAMSON NATURAL GAS COMPANY (formerly known as Continental Drilling Company, Inc.), an Oklahoma corporation, hereinafter referred to as "SNGC".

WHEREAS, RESOURCES is a corporation organized and existing under the laws of the state of Oklahoma, having been incorporated on November 23, 1971. The authorized capital stock of RESOURCES consists of 5,000,000 shares of voting common stock of the par value of $0.01 per share, of which 989,637 shares are issued and outstanding; and

WHEREAS, SNGC is a corporation organized and existing under the laws of the state of Oklahoma, having been incorporated on September 27, 1980 under the name Continental Drilling Company, Inc. The authorized capital stock of SNGC consists of 500 shares of voting common stock of the par value of $0.005 per share, of which 500 shares are issued and outstanding; and

WHEREAS, SNGC conducts a portion of its business under the name "Samson Exploration Company" pursuant to a Corporate Trade Name Report filed with the Oklahoma Secretary of State on November 23, 1988; and

Whereas, SNGC conducts a portion of its business under the name "Samson Production Services Company" pursuant to a Corporate Trade Name Report filed with the Oklahoma Secretary of State on November 23, 1988; and

WHEREAS, The Boards of Directors of RESOURCES and SNGC, respectively, deem it desirable and in the best interest of the corporations and their shareholders that SNGC be merged into RESOURCES, with RESOURCES continuing as the surviving corporation, and the corporations, respectively, desire that they so merge under and pursuant to the laws of the state of Oklahoma.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. **Merger**. Effective as of June 30, 1996, RESOURCES and SNGC agree to and do hereby effect the merger of SNGC into RESOURCES on the terms and conditions hereinafter set forth. The corporation which shall survive the merger shall be RESOURCES. The single corporation which shall so survive the merger shall hereinafter be referred to as the "Surviving Corporation" and RESOURCES and SNGC shall hereinafter be referred to as the "Constituent Corporations" and June 30, 1996 shall hereinafter be referred to as the "Effective Date of the Merger."

2. **Name and Purposes of Surviving Corporation**. The name of the Surviving Corporation shall be Samson Resources Company. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Certificate of Incorporation of RESOURCES, as amended, on the Effective Date of the Merger.

3. **Certificate of Incorporation of Surviving Corporation**. On the Effective Date of the Merger, the Certificate of Incorporation of RESOURCES, as amended to date, shall be the Certificate of Incorporation of the Surviving Corporation until further amended as provided by law.

4. **Trade Names**. On the Effective Date of the Merger, the Surviving Corporation shall no longer conduct business under the name "Samson Exploration Company" or "Samson Production Services Company" except as may be required by Section 11 of this Agreement. On or after the Effective Date of the Merger, the Surviving Corporation shall file all documents necessary to withdraw the use of such trade names from the State of Oklahoma and any other states in which such trade names are used.

5. **Applicable Law**. On the Effective Date of the Merger, the Surviving Corporation shall be an Oklahoma corporation and shall be governed by the laws of the State of Oklahoma.

6. **By-Laws of Surviving Corporation**. On the Effective Date of the Merger, the By-Laws of RESOURCES, as heretofore amended, shall be the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new By-Laws shall be adopted, in accordance with the provisions hereof.

7. **Directors and Officers of Surviving Corporation**. The Board of Directors and officers of the Surviving Corporation as elected and appointed on the Effective

Date of the Merger shall continue to hold said directorship and/or office until the next annual or special meeting of the shareholders of the Surviving Corporation, and until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation or removal. The Surviving Corporation may have such other officers as shall be provided for in its By-Laws.

8. **Capital Stock of Surviving Corporation**. On the Effective Date of the Merger, the total amount of capital stock of the Surviving Corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of said shares of capital stock are as follows: 5,000,000 shares of common stock of a par value of $0.01 per share, amounting in the aggregate to $50,000.

9. **Conversion of Outstanding Securities on Merger**. Upon the Effective Date of the Merger the 500 shares of outstanding common stock in SNGC shall be retired and contributed to the capital of RESOURCES.

10. **Effect of Merger**. On the Effective Date of the Merger, RESOURCES and SNGC shall cease to exist separately and SNGC shall be merged with and into RESOURCES in accordance with the provisions of this Agreement and in accordance with the provisions and with the effect provided in Section 1081 of the Oklahoma General Corporation Act. As provided therein, on the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers and obligations, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises, and trust and fiduciary rights, powers, duties and obligations, of each of the Constituent Corporations, and all property, real, personal, and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations; and the title to any real estate, whether vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

11. **Further Instruments**. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, SNGC shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.

12. **Capital**. On the Effective Date of the Merger 989,637 shares of common stock of the Surviving Corporation shall be issued and outstanding.

13. **Right of Amendment**. The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Certificate of Incorporation, as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such Act or by such Certificate, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Certificate of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer or any other person are subject to this reservation.

IN WITNESS WHEREOF, Samson Resources Company and Samson Natural Gas Company have caused this Agreement to be signed in their corporate names by their respective Presidents and their respective Secretaries under seals of the corporations all as of the 19th day of June, 1996.

Samson Resources Company

ATTEST:

John Hale
Secretary

By:
C. Philip Tholen
President

LG5\sngc001.agt

I, John Hale, Secretary of Samson Resources Company, hereby certify and affirm that this Merger Agreement was approved by the sole shareholder and all of the Directors of Samson Resources Company on June 19, 1996.

John Hale

Samson Natural Gas Company

ATTEST:

Annabel M. Jones
Secretary

By: C. Philip Tholen
President

I, Annabel M. Jones, Secretary of Samson Natural Gas Company, hereby certify and affirm that this Merger Agreement was approved by the sole shareholder and all of the Directors of Samson Natural Gas Company on June 19, 1996

Annabel M. Jones

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, Linda Paschall, a Notary Public in and for said state, on this 19th day of June, 1996 personally appeared C. Philip Tholen, to me known to be the identical person who subscribed the name of Samson Resources Company 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, and that the facts set forth therein are true.

Notary Public in and for
Tulsa County, State of Oklahoma

My Commission Expires:

March 12, 2000

LG5\sngc001.agt

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STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, Linda Paschall, a Notary Public in and for said state, on this 19th day of June, 1996 personally appeared C. Philip Tholen, to me known to be the identical person who subscribed the name of Samson Natural Gas Company 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, and that the facts set forth therein are true.

Linda Paschall
Notary Public in and for
Tulsa County, State of Oklahoma

My Commission Expires:

March 12, 2000

LGS\sngc001.agt

[redacted] [redacted] [redacted]

OKLAHOMA TAX COMMISSION

STATE OF OKLAHOMA

440 S. HOUSTON, SUITE 501
TULSA, OKLAHOMA 74127

DIVISION

JUNE 17, 1996

Secretary of State
Room 101, State Capital Building
Oklahoma City OK 73105

RE: SAMSON RESOURCES COMPANY
Qualification Date: 11/23/1971

Dear Secretary:

This is to certify that the records of this office show the referenced corporation has filed a Franchise Tax return of the fiscal year and ending June 30, 1996 and has paid the Franchise Tax as shown by said return.

No certification is made as to any corporate Franchise Taxes which may be due but not yet assessed, nor which have been assessed and protested.

This letter may not therefore be accepted for purposes of dissolution or withdrawal.

Sincerely,

OKLAHOMA TAX COMMISSION

CONNIE REYNOLDS OTC

Business Tax Division

Registration Section

REMITTANCES SHOULD BE MADE TO THE OKLAHOMA TAX COMMISSION AND REFER TO DIVISION

607

628

OKLAHOMA TAX COMMISSION

STATE OF OKLAHOMA

440 S. HOUSTON, SUITE 501
TULSA, OKLAHOMA 74127

DIVISION

JUNE 17, 1996

Secretary of State
Room 101, State Capital Building
Oklahoma City OK 73105

FILED
JUN 26 1996
OKLAHOMA SECRETARY
OF STATE

RE: SAMSON NATURAL GAS COMPANY

Certificate of Payment of Franchise Taxes for Clearance Purposes, Dissolution or Withdrawal from State.

Qualification Date: 10/27/1980

Dear Secretary:

This is to certify that the records of this office show that the referenced corporation has paid or satisfactorily secured the payment of Franchise Taxes due to or assessable by the State of Oklahoma and this corporation may be dissolved or withdrawn prior to June 30, 1996.

Sincerely,

OKLAHOMA TAX COMMISSION

CONNIE REYNOLDS OTC

Business Tax Division

Registration Section

REMITTANCES SHOULD BE MADE TO THE OKLAHOMA TAX COMMISSION AND REFER TO DIVISION

[redacted] [redacted] [redacted]

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ihla G. Anderson, whose address is #202 Skyline Towers 300 East Collins Drive, Casper Wyoming 82601, hereinafter called GRANTOR, for and in consideration of the sum of ten and more dollars($10.00) cash in hand paid, and other good and valuable consideration, the receipt and suffciency of which is hereby acknowledged, does hereby grant bargain, sell, convey, transfer, assign, and deliver unto Shannon M. Bailey, whose address is P.O. Box 296 lusk WY 82225 hereinafter called GRANTEE, all of her right, title, and interest in and to any and all royalty of all of the oil and all of the gas produced and saved from the following described lands situated in Sublette County Wyoming to wit;

Township 27 North, Range 112 West
SEC.22, [redacted] E/2 E/2
SEC.22, W/2 E/2
SEC.21, lots 1, 7&8, E/2 SE/4, SW/4 SE/4

Township 27 North, Range 112 East
SEC.22, W/2

TO HAVE AND TO HOLD; unto Grantee herein, her heirs, successors, personal representatives, administrators, executors, and assigns forever said royalty as above set forth, the said oil and gas produced and saved from said lands to be delivered free of cost to the royalty owner in the pipeline serving said premises or tanks erected thereupon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therfrom; and Grantor does hereby warrant title to GRANTEE, her heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular the said property unto the said GRANTEE herein, her heirs, successors, personal representatives administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

258727

RECORDED Sept. 11 1996 1:40 p M
IN BOOK 103 Q+6 PAGE 628
FEES $ 6.00 Mary L Little COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

Ihla G. Anderson

County of Natrona)
)
State Of Wyoming)

On this 5th day of September 1996, personally appeared before me Ihla G. Anderson to me known to be the person descrebed in and who executed the within and foregoing instrument of writing.

In witness whereof, I have hereunto set my hand and affixed my seal the day and year last above written.
My commission expires: 2-2-97

Clara E. Gordon
Notary Public

CLARA E. GORDON - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 2, 1997

630

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ihla G. Anderson, whose address is #202 Skyline Towers 300 East Collins Drive, Casper Wyoming 82601, hereinafter called GRANTOR, for and in consideration of the sum of ten and more dollars (10.00) cash in hand paid, and other good and valuable consideration, the receipt and suffciency of which is hereby acknowledged, does hereby grant, bargain, sellm conbey, transfer, assign, and deliver unto Shannon M. Bailey, whose address is P.O. Box 296 Lusk Wy 82225 hereinafter called GRANTEE, all of her right, title, and interest in and to any and all royalty of all of the oil and all of the gas produced and saved from the following described lands situated in Sublette County Wyoming to wit:

USA EV-023053
Township 27 North, Range 112 West
SEC.15: E2NE

USA EV-023053-A
Township 27 North, Range 112 West
SEC.15 E2SE

USA EV-023057
Township 27 North, Range 112 West
SEC.10 SE
SEC.15 W2NE

USA EV-023057-A
Township 27 North, Range 112 West
SEC.15 W2SE
[redacted]
USA EV-023066
Township 27 North, Range 112 West
SEC.10 Lots 6,8,E2SW
SEC.15 Lot 1, E2NW,SWNW

USA EV-023066-A
Township 27 North, Range 112 West
SEC.15 SW

TO HAVE AND TO HOLD, unto Grantee herein, her heirs, successors, personal representatives, administrators, executors and assigns forever said royalty as above set forth, the said oil and gas produced and saved from said lands to be delivered free of cost to the royalty owner in the popeline serving said premises or tanks erected therupon for the purpose of storing such products, together with the rights, privileges and benefits to be deribed therefrom, and Grantor does hereby warrant title to Grantee, her heirs, successors, personal ropresentatibes, administrators, executors and assigns forever and does hereby agree to defend all and singular the said property unto the said GRANTEE herein, her heirs, successors, personal representatives, administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

258728

Ihla G. Anderson

RECORDED Sept. 11 1996 1:40pm
IN BOOK 103 OR 6 PAGE 630
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Gordon

County of Natrona)
)
State of Wyoming)

On this 5th day of September 1996, personally appeared before me Ihla G. Anderson to me known to be the person described in and who executed the within and foregoing instrument of writing.

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

My commission expired: 2-2-97

Clara E. Gordon
Notary Public

CLARA E. GORDON - NOTARY PUBLIC
County of [redacted] State of Wyoming
[redacted] sion Expires Feb. 2, 1997

[redacted] [redacted] [redacted]

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior, under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this 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.

B. Approve the attached communitization agreement covering Lots 5 and 6, and that portion of Tract 45 which lies in the SW1/4 of Section 24, T. 28 N., R. 113W., Sublette County, Wyoming, as to crude oil and associated natural gas producible from the Transition Formation. This approval will become invalid if the public interest requirements under 43 CFR 3105.2-3(e) are not met.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: JUN 21 1996

Effective: September 27, 1994

Agreement No.: WYW138875

Chief, Reservoir Management Group
Bureau of Land Management
Casper, Wyoming

258837

RECORDED Sept. 20 1996 12:40 PM
IN BOOK 103 OF 6 PAGE 631
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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Communitization Agreement

Contract No. WYW 138875 -1

THIS AGREEMENT, entered into as of the 26th day of April, 1996, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto".

WITNESETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 28 North, Range 113 West, 6th P.M.
Section 24: Lots 5, 6, and that portion of Tract 45 which lies in the SW/4
Sublette County, Wyoming

containing 129.78 acres, and this agreement shall include only the Transition formation underlying said lands and the crude oil and associated natural gas hereinafter referred to as "communitized substances", producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

   All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

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7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement is effective September 27, 1994, upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided that, prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

ENRON OIL & GAS COMPANY

By: D. Weaver
Title: Agent and Attorney-in-Fact

DATE: April 26, 1996

1

ROYALTY OWNER

Rock Springs National Bank, Trustee for
Anderson L. McGinnis, William J. McGinnis,
Frank H. McGinnis, Miranda Yose, Lulu Budd,
Olive Irwin, Carrie Warner, and Mary H. McGinnis
under Assignment in Trust dated December 15, 1941

m:\ebp\2707.doc

635

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of April, 1996, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

2-23-98

Erin Britt-Pendery
Erin Britt-Pendery
Notary Public

ERIN BRITT-PENDERY NOTARY PUBLIC STATE OF COLORADO
MY COMMISSION EXPIRES FEBRUARY 23, 1998

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 6th day of May, 1996, by Sanford K. Smith as Trust Officer of Rock Springs National Bank, Trustee for Anderson L. McGinnis, William J. McGinnis, Frank H. McGinnis, Miranda Yose, Lulu Budd, Olive Irwin, Carrie Warner, and Mary H. McGinnis under Assignment in Trust dated December 15, 1941.

WITNESS my hand and official seal.

My Commission Expires:

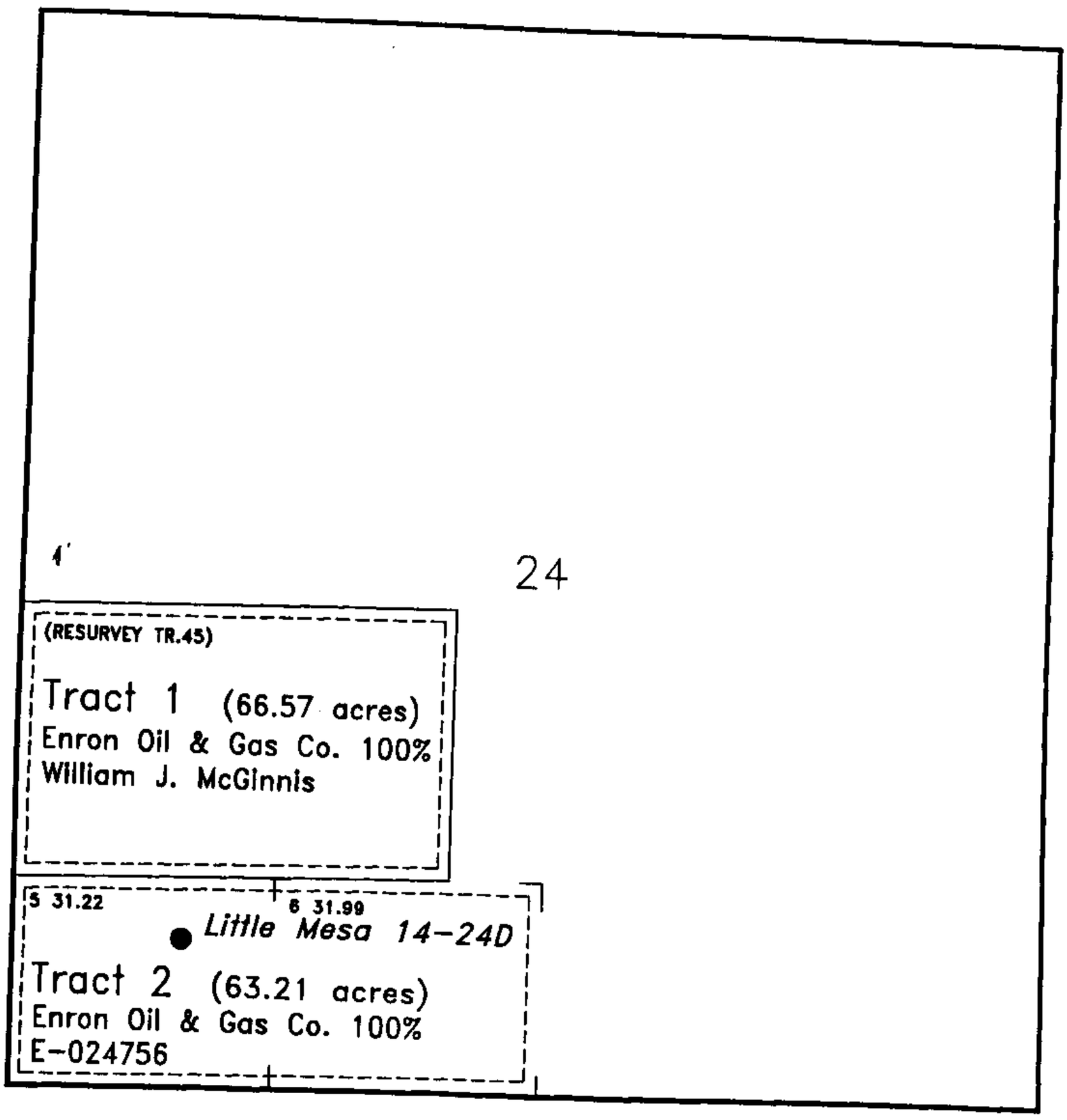
7-18-98

Teresa Noble
Notary Public

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1998

EXHIBIT A

Plat of communitized area covering Lots 5, 6, and that portion of Resurvey Tract 45 lying in the SW/4 of Sec. 24, T. 28 N. R. 113 W., 6th P.M., LITTLE MESA field, Sublette County, Wyoming



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EXHIBIT "B"

To Communitization Agreement dated April 26, 1996
embracing Township 28 North, Range 113 West,
Section 24: Lots 5, 6 and that portion of Tract 45 located in the SW/4,
Sublette County, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Date:	10-5-46
Lease Term:	10 years (HBP)
Lessor:	William J. McGinnis and Mamie McGinnis
Lessee on Effective Date of Agreement if different from Present Lessee:	The Carter Oil Company
Present Lessee:	Enron Oil & Gas Company
Description of Lands Committed:	Township 28 North, Range 113 West, 6th P.M. Section 24: That portion of Tract 45 located in the SW/4 Sublette County, Wyoming
Number of Acres:	66.57
Royalty Rate:	12.50%
Name and Percent of ORRI Owners: Priscilla Knight	Exxon Corporation 12.50%
Name and Percent of WI Owners:	Enron Oil & Gas Company 100%

Tract No. 2

Lease Serial Number:	E-024756
Lease Date:	6-1-48
Lease Term:	5 years (HBP)
Lessor:	United States of America
Lessee on Effective Date of Agreement if different from Present Lessee:	Lucile Hilton
Present Lessee:	Enron Oil & Gas Company
Description of Lands Committed:	Township 28 North, Range 113 West, 6th P.M. Section 24: Lots 5 and 6 Sublette County, Wyoming

Approval of this 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.

[redacted] [redacted] [redacted]

Number of Acres:	63.21	
Royalty Rate:	12.50%	
ORRI Owners:	Heirs or devisees of J.H. Morgan, Sr.	1.4687500%
	Morgan (J.H.) Gas and Oil Co.	1.4687500%
	Priscilla Knight	0.1893403%
	Madelaine L. Harris	0.1893403%
	Patricia J. Brown	0.0270486%
	St. Marks Episcopal Cath.	0.0757361%
	Reverend William Maxwell	0.0054097%
	Barbara Stottern	0.0384375%
	Bell & Bell	0.2434375%
	LaBarge Royalty Partnership	0.7303125%
	Charles W. Brown and Patty N. Brown, as joint tenants	0.0384375%
	Enron Oil & Gas Company	1.4000000%
	Lucile Hilton	0.1250000%
Name and Percent of WI Owners:	Enron Oil & Gas Company	100%

RECAPITULATION

Tract No.	Number of Acres Committed	Percent of Interest
1	66.57	51.30%
2	63.21	48.70%
	129.78	100.00%

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AFFIDAVIT

RECORDED Sept. 20 96 2:45p
IN BOOK 103 O&G PAGE 640
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING

COUNTY OF SUBLETTE **258840**

Dominic Monterosso, Attorney-in-fact for Southwest Gas Supply, Inc., a Michigan corporation, and for CoEnergy Rockies, Inc., a Michigan corporation, executed an Assignment of Overriding Royalty Interest from CoEnergy Rockies, Inc. to Marshall C. Crouch III and Jane R. Crouch, dated May 28, 1996, but effective for all purposes the 1st day of April, 1996, and filed for record in the records of Sublette County, Wyoming, on July 1, 1996, at 10:35 a.m. in Book 103 O&G, Page 476.

The Assignment of Overriding Royalty Interest is acknowledged by Dominic Monterosso, **Attorney-in-fact for Southwest Gas Supply, Inc.** The Acknowledgment on said Assignment of Overriding Royalty Interest should read as follows:

"The foregoing instrument was acknowledged before me this 5th day of June, 1996, by Dominic Monterosso, **Attorney-in-fact for CoEnergy Rockies, Inc.**, a Michigan corporation, on behalf of said corporation.

Further Affiant saith not.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED THIS 11th DAY OF SEPTEMBER, 1996, BUT EFFECTIVE FOR ALL PURPOSES THE 1st DAY OF APRIL, 1996.

Dominic Monterosso
Dominic Monterosso

Mary Ellen Donovan
Mary Ellen Donovan, Notary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing Affidavit was acknowledged before me this 11th day of September, 1996, by Dominic Monterosso, and by Mary Ellen Donovan.

TONIA L. JACKSON NOTARY PUBLIC WAYNE COUNTY, MICH.

Tonia L. Jackson
Notary Public

TONIA L. JACKSON
Notary Public, Wayne County, Michigan
My Commission Expires August 28, 2000

Form 2000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

CORRECTIVE

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-102717

Lease Effective Date
(Anniversary Date)
December 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

CHARLES W. GILLESPIE
1176 Forest, Apt F
Reno, NV 89509

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 1, 2, 3, 4, E½, E½W½ Section 31: Lots 1, 2, 3, 4, E½, E½W½ 1284.80 acres, more or less Sublette County, Wyoming This Corrective Assignment of Overriding Royalty Interest supercedes and makes null and void that certain Assignment of Overriding Royalty between the parties hereto dated October 24, 1994 and filed with the Bureau of Land Management on October 26, 1994.	3.00 of 8/8ths	0.50 of 8/8ths	2.50 of 8/8ths		

258844

RECORDED Sept. 20 1996 4:15 P
IN BOOK 103 OF6 PAGE 641
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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.

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)

641

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

State of Nevada)
) ss.
County of Washoe)

The foregoing instrument was acknowledged before me this 12th day of September, 1996, by Peter W. Hummel as General Partner of Diamond Peak Energy Company, L.P.

Witness my hand and official seal.

Melissa M. Ayrault
Notary Public
Address:

MELISSA M. AYRAULT
NOTARY PUBLIC-STATE OF NEVADA
WASHOE COUNTY
My Appt. Expires July 16, 1999

[illegible] COUNTY RECORDER MAILING
[illegible] COUNTY CLERK
[illegible] BY/DE
RECORDED [illegible]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 12th day of September, 19 96
Effective October 24, 1994
Name of Assignor as shown on current lease DIAMOND PEAK ENERGY COMPANY, L.P.
Please type or print

Assignor [signature]
or Peter W. Hummel (Signature)
General Partner
(Signature)

P. O. Box 10350
(Assignor's Address)
Reno, NV 89510
(City) (State) (Zip Code)

Executed this 12th day of September, 19 96

Assignee [signature]
or Charles W. Gillespie (Signature)
(Signature)

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

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

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

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES AND BILL OF SALE

STATE OF WYOMING δ
δ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF SUBLETTE δ

The undersigned, Spindletop Drilling Company and PGC Gas Company, hereinafter collectively referred to as "Assignors", of 9319 LBJ Frwy. #205, Dallas, TX 75243, 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, do hereby sell, transfer, assign and convey unto Sublette Properties, Inc., hereinafter referred to as "Assignee", of P.O. Box 732, Pinedale, WY 82941, all of Assignors' right, title and interest in and to the Oil, Gas and Mineral Leases ("leases") described in Exhibit "A" attached hereto and made a part hereof.

For the same consideration, Assignors also grant, bargain, sell, convey, assign, transfer and deliver to Assignee, all of Assignors' right, title and interest in and to all wells, casing, tubing, other material and equipment and other personal property, including that which is appurtenant or related to production and operation of said well(s), and including gathering systems, disposal systems, tankage, fixtures, pumping equipment, flow lines and buildings.

This Assignment and Bill of Sale is made and accepted subject to all the terms and provisions of the leases described in Exhibit "A", including any amendments, extensions, modifications or releases thereof, and the terms and provisions of the Operating Agreement and any other contractual rights owned or claimed by Assignors covering the subject leases insofar as they effect the subject well(s). It is the intent of this instrument that such interest shall be vested in Assignee from and after the effective date of this Assignment.

This Assignment and Bill of Sale is made by Assignors and accepted by Assignee without representations, covenants or warranties as to title or interest conveyed, either expressed or implied. Further the equipment, material and other personal property conveyed hereby is accepted by Assignee "as is and where is" and with all faults. All revenues, costs, expenses, causes of action and liabilities occurring and/or arising out of ownership of the interests assigned hereby prior to the effective date shall be the Assignors'. All revenues, costs, expenses, causes of action and liabilities occurring and/or arising out of the ownership of the interests assigned hereby after the effective date shall be the Assignee's.

Notwithstanding anything contained herein to the contrary, any natural gas imbalance owned or claimed by Assignors shall transfer to Assignee on the effective date hereof and Assignors shall have no further liability or benefit therefrom (whichever the case may be) and Assignee shall assume any such liability or benefit.

Assignee agrees to assume any responsibility which Assignors may have under applicable governmental laws, rules and regulations concerning plugging and abandonment of the subject well(s).

258897

RECORDED September 27 1996 4:15pM
BOOK 103 O & G 643
FEES $ 12.00 Mary L. [illegible] CITY CLERK
SUBLETTE COUNTY, WYOMING
by Bethany A. Bonis
643

The terms hereof shall inure to and be binding upon the respective successors and assigns of Assignors and Assignee. This document constitutes the entire understanding and agreement between Assignors and Assignee.

EXECUTED this 12th day of September, 1996 but effective for all purposes as of the effective date, September 1, 1996.

ASSIGNOR:
SPINDLETOP DRILLING COMPANY

By: Kyle D. Wood
Vice President

ASSIGNOR:
PGC GAS COMPANY

By: Gregory A. Vance
President

ASSIGNEE:
SUBLETTE PROPERTIES, INC.

By:

[redacted] [redacted] [redacted]

Corporate Acknowledgment

State of Texas

County of Dallas

This instrument was acknowledged before me this 12th day of September, 1996 by Kyle D. Wood, vice president of Spindletop Drilling Company, a Texas corporation.

PATRICIA RANDL
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-07-96

Patricia Randl
Notary Public in and for the
State of Texas

Corporate Acknowledgment

State of Texas

County of Dallas

This instrument was acknowledged before me this 12th day of September, 1996 by Gregory A. Vance, president of PGC Gas Company, a Texas corporation.

PATRICIA RANDL
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-07-96

Patricia Randl
Notary Public in and for the
State of Texas

Corporate Acknowledgment

State of Wyoming

County of Sublette

This instrument was acknowledged before me this 27th day of September, 1996 by Vernon Delgado, President of Sublette Properties, Inc. a Wyoming corporation.

SHARI PAPE
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
Aug. 7, 2000

Shari Pape
Notary public in and for the
State of Wyoming

ART.ASN

EXHIBIT 'A'

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE
USA #W-043213(URC 1-20)	UNIVERSAL RESOURCES CORP.	020174			80.00 ACRES, MOL, BEING: TOWNSHIP 30 NORTH, RANGE 113 WEST SECTION 20: NE/4 NW/4 & NW/4 NW/4	SUBLETTE	WYOMING

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior, under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this 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.

B. Approve the attached communitization agreement covering lots 5,6 and the S½NE¼ (NE¼)of Section 2, T. 28 N., R. 113 W., Sublette County, Wyoming, as to crude oil and associated natural gas producible from the Tertiary Almy and the Transition Formations. This approval will become invalid if the public interest requirements under 43 CFR 3105.2-3(e) are not met.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: SEP 20 1996

Effective: November 6, 1995

Agreement No.: WYW138874

acting Larry Claypool
Chief, Reservoir Management Group
Bureau of Land Management
Casper, Wyoming

259036
259036

RECORDED Oct. 8 1996 1:00 PM
IN BOOK 103 Otg PAGE 647
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

648

BUREAU OF LAND MANAGEMENT
CASPER DISTRICT OFFICE

96 JUN 14 PM 12:34

Communitization Agreement

Contract No. NRM 138874

THIS AGREEMENT, entered into as of the 29th day of April, 1996, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto".

WITNESETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 28 North, Range 113 West, 6th P.M.
Section 2: Lots 5, 6, S/2NE/4
Sublette County, Wyoming

containing 158.15 acres, and this agreement shall include only the Tertiary Almy /Transition formation underlying said lands and the crude oil and associated natural gas hereinafter referred to as "communitized substances", producible from such formation(s). This agreement shall apply separately to the Tertiary Almy and Transition formations in the same manner as though a separate agreement for each formation had been entered into.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

   All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

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BUREAU OF LAND MANAGEMENT
CASPER DISTRICT OFFICE
96 JUN 14 PM 12: 34

There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement is effective November 6 ,1995, upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Tertiary Almy and Transition formations for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided that, prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

ENRON OIL & GAS COMPANY

By: D. Weaver
Title: Agent and Attorney-in-Fact

DATE: April 29, 1996

m:\ebp\2708.doc

651

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of April, 1996, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

2-23-98

Erin Britt-Pendery
Erin Britt-Pendery
Notary Public

ERIN BRITT-PENDERY NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES
FEBRUARY 23, 1998

EXHIBIT A

Plat of communitized area covering Lots 5, 6, and S/2 NE/4
of Sec. 2, T. 28 N. R. 113 W.,
6th P.M., BIG PINEY field, Sublette County, Wyoming

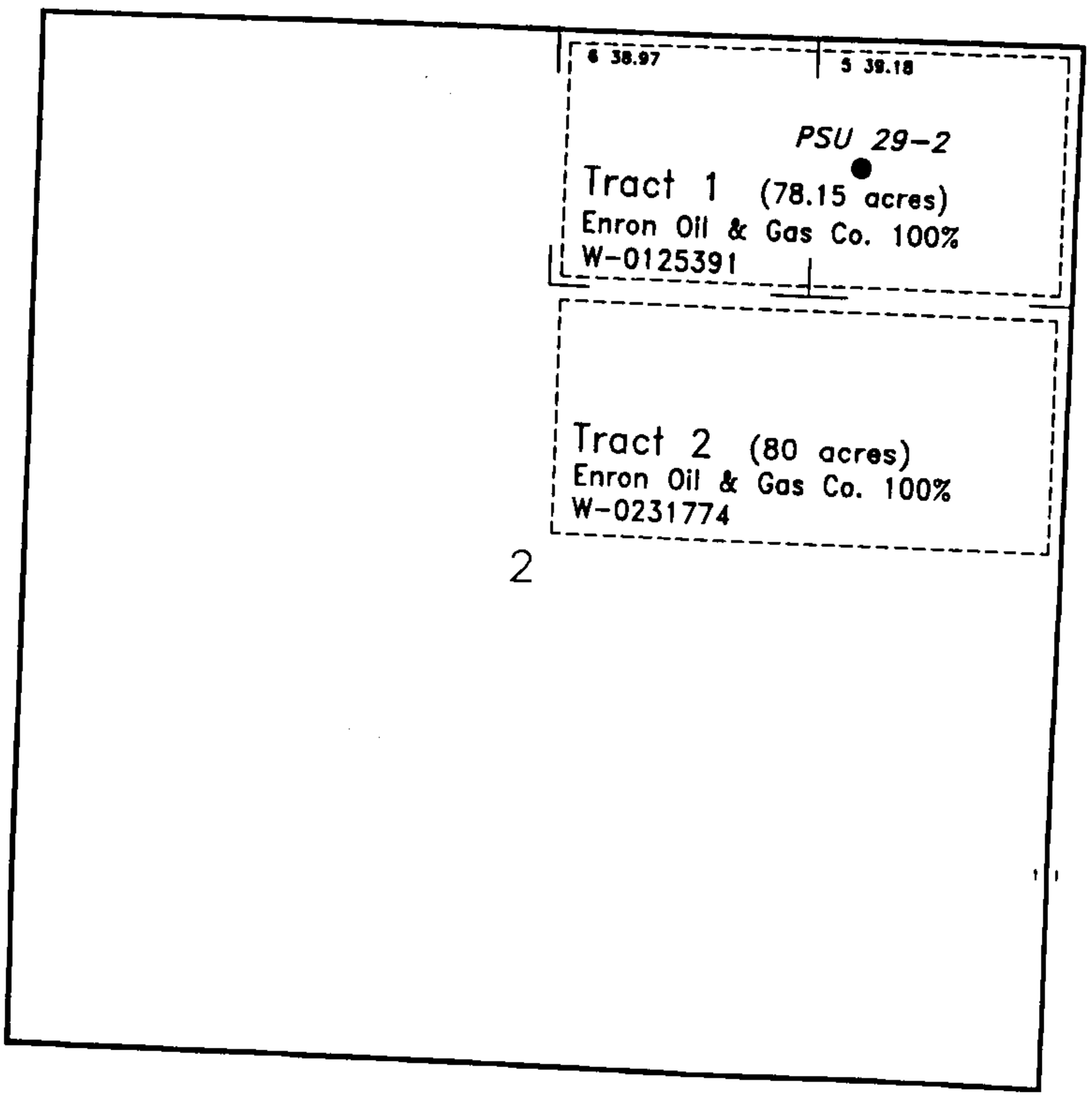


EXHIBIT "B"

To Communitization Agreement dated April 29, 1996
embracing Township 28 North, Range 113 West,
Lots 5, 6 & S/2NE/4 of Section 2,
Sublette County, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:		W-0125391
Lease Date:		6-1-52
Lease Term:		5 years (HBP)
Lessor:		United States of America
Lessee on Effective Date of Agreement if different from Present Lessee:		Grace L. Hull
Present Lessee:		Enron Oil & Gas Company
Description of Lands Committed:		Township 28 North, Range 113 West, 6th P.M. Section 2: Lots 5,6
Number of Acres:		78.15
Royalty Rate:		12.50%
Name and Percent of ORRI Owners:	Priscilla Knight	0.0442564%
	Madelaine L. Harris	0.0442564%
	Patricia J. Brown	0.0063223%
	St. Marks Episcopal Cath.	0.0177025%
	Reverend William Maxwell	0.0012645%
	Barbara Stottern	0.0089844%
	Bell & Bell	0.0569010%
	LaBarge Royalty Partnership	0.1707031%
	Charles W. Brown and Patty N. Brown, as joint tenants	0.0089844%
	Heirs or devisees of J.H. Morgan, Sr.	0.8375000%
	Morgan (J.H.) Gas & Oil Co.	0.6000000%
	Grace L. Hull	0.1250000%
	Enron Oil & Gas Company	1.0781250%
Name and Percent of WI Owners:	Enron Oil & Gas Company	100%

Tract No.	Number of Acres Committed	Percent of Interest
1	78.15	49.42%
2	80.00	59.58%
	158.15	100.00%

259050

RECORDED Oct. 9 19 96 8:30 A
IN BOOK 103 PAGE 1056
FEES $ 140.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS Assignment, Bill of Sale and Conveyance, dated effective as of July 19 1996, is from CNG Producing Company, a Delaware corporation, (herein referred to as "Assignor"), whose address is 1450 Poydras Street, New Orleans, Louisiana 70112, to Ultra Petroleum (USA) Inc., a Colorado corporation (herein referred to as "Assignee"), whose mailing address is c/o Woerudle, Patterson, Strain & Miller, 1004 North Big Spring, Suite 121, Midland, Texas 79701.

FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which hereby are acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells and conveys and assigns to Assignee the following (all of which are herein called "Interests"):

1. All of Assignor's right, title and interest in and to those certain oil, gas and mineral leases listed and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and in and to the entire estates created by the leases, licenses and permits described in Exhibit "A" and in the contractual interests, and other interests described in Exhibit "A" (all of which are herein called the "Leases") insofar and only insofar as the Leases cover and relate the lands described in Exhibit "A" (herein called the "Land"), together with all of Assignor's interest in and to all the property and rights incident thereto, including all rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto; and

2. All of Assignor's right, title and interests in and to all wells on the Leases and Lands, including, but not limited to, those wells described on Exhibit "B" attached hereto and made a part hereof, all production therefrom, and all gathering and flowlines, pipelines, processing plants, facilities, equipment and improvements and any and all other personal property now located on the Leases and Lands, or appurtenant thereto or used or obtained in connection therewith, or with the production, storage, treatment and/or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging.

TO HAVE AND TO HOLD the Interests unto Assignees and their successors and assigns, subject of the following conditions:

1. This Assignment, Bill of Sale and Conveyance is made and accepted subject to all burdens, encumbrances, contracts and agreements, which are of record, and/or listed on Exhibit "A" affecting the Interests.

2. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties in which the Interests are located.

3. This Assignment, Bill of Sale and Conveyance shall extend to, be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. In order to evidence this Assignment, Bill of Sale and Conveyance pursuant to the rules and regulations of the United States of America or other governmental authorities or agencies, Assignor and Assignee have executed, or will execute, certain separate assignments of record title and/or operating rights in individual oil, gas and mineral leases for filing with the United States of America or other governmental authorities or agencies. Such separate assignments (i) are or will be on forms prescribed, suggested or approved by such governmental authorities or agencies, (ii) evidence the conveyance or assignment of the Assets herein made, but do not constitute any additional conveyance or assignment of the Assets described or of any rights therein, (iii) are not intended to modify, and shall not modify, any of the terms, convenants or conditions set forth herein and are not intended to create and shall not create any additional convenants or warranties of or by Assignor to Assignee, and (iv) 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 the separate assignments. This Assignment, Bill of Sale and Conveyance, insofar as it pertains to that portion of the Interests as to which separate assignments have been, or will be, executed for filing with the United States of America or any other governmental authority or agency, is made and accepted subject to the necessary approvals, if any, of the appropriate governmental authorities or agencies and to the terms of such approval, if any, to the extent required by law.

5. Assignee expressly assumes, as of the Effective Date, all of Assignor's obligations relating to the Interests assigned to Assignee hereunder for plugging and abandoning any well on

[redacted] [redacted] [redacted]

the Lands, including, but not limited to those wells listed on Exhibit "B" attached hereto and made a part hereof at Assignee's sole cost, risk and expense.

6. To the extent the Interest conveyed hereby constitute personal property or fixtures ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

7. This Assignment, Bill of Sale and Conveyance is made by Assignor and accepted by Assignee without warranty of title, express or implied, except against every person whomsoever claiming or to claim the Interests, or a part thereof, by, through or under Assignor only, and is made with full substitution and subrogation in and to all of the rights of warranty of Assignor against predecessors in title.

8. This Assignment is made and shall be subject to the terms and provisions of that certain Purchase and Sale Agreement between Assignor, as Seller, and Assignee, as Buyer, dated July 19, 1996, which shall prevail in the event of a conflict between the terms and provisions hereof and thereof. Capitalized terms not otherwise defined herein shall have the meanings given to them in said Purchase and Sale Agreement.

EXECUTED this 19th day of July, 1996, TO BE EFFECTIVE for all purposes as of the date first above written.

ATTEST:

ASSIGNOR:

CNG Producing Company

By:

ATTEST:

ASSIGNEE:

Ultra Petroleum (USA) Inc.

By:

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me this 19th day of July, 1996, by **JAMES W. CARRINGTON, JR.** Vice President, of **CNG PRODUCING COMPANY**, a Delaware corporation on behalf of **CNG PRODUCING COMPANY**, by authority of its Board of Directors, and that the seal affixed to this instrument is the corporate seal of **CNG PRODUCING COMPANY**.

Witness my head and official seal.

NOTARY PUBLIC

EDWARD C. AMROCK
NOTARY PUBLIC, STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me this 19th day of July, 1996, by **R. J. "JERRY" ALBERTUS**, Director, of **ULTRA PETROLEUM (USA) INC.**, a Delaware corporation on behalf of **ULTRA PETROLEUM (USA) INC.** by authority of its Board of Directors, and that the seal affixed to this instrument is the corporate seal of **ULTRA PETROLEUM (USA) INC.**

Witness my head and official seal.

NOTARY PUBLIC

EDWARD C. AMROCK
NOTARY PUBLIC, STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

[redacted] [redacted] [redacted] ✓

Report: LseCrpLong

EXHIBIT 'A'
BUCKSKIN
WY0099

Date: 04-JUN-96

Selection Criteria:

Lease Number: L009768-00 ACTIVE
Lease Date: 12/09/1987 Lessor: W-107025
Expire Date: 12/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	BUCKSKIN	WY	SUBLETTE	800.000	800.000	800.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 20 QQtr: NE/4 Lot: 00
Twp: 28 N Rng: 106 W, Sect: 21 QQtr: ALL Lot: 00

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
002	BUCKSKIN	WY	SUBLETTE	520.000	520.000	520.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 22 QQtr: N/2NE/4, W/2, NE/4SE/4, S/2SE/4 Lot: 00

ease Number: L011590 ACTIVE
ease Date: 04/02/1994 Lessor: ST WY 94-00129
xpire Date: 04/02/1999 Lessee: WLR, INC

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	BUCKSKIN	WY	SUBLETTE	640.000	640.000	640.000	1.00000000	.16666667	.07500000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 16 QQtr: ALL Lot: 00

ase Number: L011602 ACTIVE
ase Date: 03/06/1987 Lessor: W-134680
pire Date: 03/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	BUCKSKIN	WY	SUBLETTE	160.000	160.000	160.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 29 N Rng: 106 W, Sect: 33 QQtr: SW/4 Lot: 00

se Number: L011608 ACTIVE
se Date: 05/11/1987 Lessor: W-134682
ire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Ideo

Selection Criteria:

Lease Number: L011608 ACTIVE
Lease Date: 05/11/1987 Lessor: W-134682
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	BUCKSKIN	WY	SUBLETTE						
				640.000	640.000	640.000	1.00000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 35 QQtr: Lot: 00
ALL

Lease Number: L011609 ACTIVE
Lease Date: 05/11/1987 Lessor: W-134694
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	BUCKSKIN	WY	SUBLETTE						
				1,301.470	1,301.470	1,301.470	1.00000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 106 W, Sect: 4 QQtr: Lot: 00
LOTS 1,2,3,4 (41.195 ACS EACH);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 27 N Rng: 106 W, 6th Principal 1855 Sect: 5 QQtr: Lot: 00
LOTS 1 & 5 (41.197 ACS EA);
LOTS 6 THRU 11 (41.196 ACS EA); S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.

ease Number: L011610 ACTIVE
ease Date: 05/11/1987 Lessor: W-134681
pire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L011610 ACTIVE
Lease Date: 05/11/1987 Lessor: W-134681
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres			Interest		
				Gross	Net	Company Net	Corporate	Royalty	Overriding
001	BUCKSKIN	WY	SUBLETTE	1,068.720	1,068.720	1,068.720	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 3 QQtr: Lot: 00
LOTS 1,2,3,4 (42.775 ACS EACH);
S/2S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 106 W, Sect: 4 QQtr: Lot: 00
LOT 1 (42.775 ACS);
S/2S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 106 W, Sect: 5 QQtr: Lot: 00
LOT 2 (42.775 ACS);
S/2SW/4; SW/4SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 28 N Rng: 106 W, Sect: 8 QQtr: Lot: 00
NW/4NE/4; NW/4; SE/4SW/4; NE/4SE/4;
S/2SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

ease Number: L011611 ACTIVE
ease Date: 05/11/1987 Lessor: W-134696
pire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L011611 ACTIVE
Lease Date: 05/11/1987 Lessor: W-134696
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BUCKSKIN	WY	SUBLETTE						
	Recorded:			875.970	875.970	875.970	1.00000000	.12500000	.05000000

Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 17 QQtr: Lot: 00
E/2; E/2NW/4; SW/4
Twp: 28 N Rng: 106 W, Sect: 18 QQtr: Lot: 00
LOT 1 (35.97 ACS); NE/4NE/4; W/2NE/4;
E/2NW/4; E/2SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
002	BUCKSKIN	WY	SUBLETTE						
	Recorded:			1,040.000	1,040.000	1,040.000	1.00000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 19 QQtr: Lot: 00
NE/4
Twp: 28 N Rng: 106 W, Sect: 20 QQtr: Lot: 00
NW/4, E/2SW/4, SE/4
Twp: 28 N Rng: 106 W, Sect: 28 QQtr: Lot: 00
W/2
Twp: 28 N Rng: 106 W, Sect: 29 QQtr: Lot: 00
NE/4

ease Number: L011615 ACTIVE
ease Date: 07/13/1987 Lessor: W-134683
xpire Date: 07/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BUCKSKIN	WY	SUBLETTE						
	Recorded:			160.000	160.000	160.000	1.00000000	.12500000	.03000000

Legal: Free Form Remarks:
Twp: 29 N Rng: 106 W, Sect: 25 QQtr: Lot: 00
SE/4

ase Number: L011616 ACTIVE
ase Date: 07/21/1986 Lessor: W-134692
pire Date: 07/31/1996 Lessee: FOSSIL ASSOCIATES

[redacted] [redacted] [redacted] V

election Criteria:

ease Number: L011616 ACTIVE
ease Date: 07/21/1986 Lessor: W-134692
xpire Date: 07/31/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BUCKSKIN	WY	SUBLETTE	960.000	960.000	960.000	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 1 QQtr: Lot: 00
SW/4
Twp: 28 N Rng: 105 W, Sect: 13 QQtr: Lot: 00
W/2; SE/4
Twp: 28 N Rng: 105 W, Sect: 22 QQtr: Lot: 00
SW/4
Twp: 28 N Rng: 105 W, Sect: 24 QQtr: Lot: 00
NE/4

ase Number: L011617 ACTIVE
ase Date: 08/23/1989 Lessor: W-134701
pire Date: 08/31/1999 Lessee: WELLS PETROLEUM

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BUCKSKIN	WY	SUBLETTE	1,063.750	1,063.750	1,063.750	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 6 QQtr: Lot: 00
LOTS 1-5, SE/4SW/4, SW/4SE/4
WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE,
ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 105 W, Sect: 7 QQtr: Lot: 00
LOTS 1-4, W/2E/2, E/2W/2
WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE,
ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 29 N Rng: 105 W, Sect: 31 QQtr: Lot: 00
LOTS 3, 4, E/2SW/4, SE/4
WHERE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE
HAS BEEN ALLOCATED EQUALLY BTWN SAME.

e Number: L011618 ACTIVE
e Date: 10/09/1987 Lessor: W-134700
re Date: 10/31/1997 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L011618 ACTIVE
Lease Date: 10/09/1987 Lessor: W-134700
Expire Date: 10/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BUCKSKIN	WY	SUBLETTE	3,238.110	3,238.110	3,238.110	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 17 QQtr: Lot: 00
W/2
Twp: 28 N Rng: 106 W, Sect: 1 QQtr: Lot: 00
LOTS 1, 2, 3, 4, S/2S/2
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 28 N Rng: 106 W, Sect: 11 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 106 W, Sect: 12 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 106 W, Sect: 13 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 106 W, Sect: 14 QQtr: Lot: 00
E/2
Twp: 28 N Rng: 106 W, Sect: 2 QQtr: Lot: 00
LOTS 1, 2, 3, 4, S/2S/2
WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE,
ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.

Total Nets	12,468.020	12,468.020

[redacted] [redacted] [redacted] ✓

Report: LseCrpLong

EXHIBIT 'A'
BULL DRAW
WY0098

Date: 04-JUN-96

Selection Criteria:

Lease Number: L004933-00 ACTIVE
Lease Date: 03/06/1987 Lessor: W-101749
Expire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE						
				1,379.000	1,379.000	1,034.250	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 29 N Rng: 106 W, Sect: 29 QQtr: Lot: 00
NW/4; NE/4SW/4; S/2SW/4
Twp: 29 N Rng: 106 W, Sect: 31 QQtr: Lot: 00
LOTS 1,2,3,4 (34.75 ACS EACH); E/2; E/2W/2
ADJUSTMENT LOT - ACREAGE BASED ON AVERAGE PER LOT
PURSUANT TO LEASE: ACTUAL ACREAGE NOT AVAILABLE.
Twp: 29 N Rng: 106 W, Sect: 32 QQtr: Lot: 00
W/2; SE/4

Lease Number: L004958-00 ACTIVE
Lease Date: 05/11/1987 Lessor: W-104167
Expire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE						
				972.910	972.910	729.683	.75000000	.12500000	.04125000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 6 QQtr: Lot: 00
LOTS 5,6,7,8,9 (42.776 ACS EACH);
SE/4SW/4; S/2SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 106 W, Sect: 7 QQtr: Lot: 00
LOTS 1,2,3,4 (42.775 ACS EACH);
E/2; E/2W/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.

ase Number: L004960-00 ACTIVE
ase Date: 05/11/1987 Lessor: W-104179
pire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

6666

667

Selection Criteria:

Lease Number: L004960-00 ACTIVE
Lease Date: 05/11/1987 Lessor: W-104179
Expire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE						
	Recorded:			1,308.120	1,308.120	981.090	.75000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 1 QQtr: Lot: 00
S/2
Twp: 28 N Rng: 107 W, Sect: 12 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 2 QQtr: Lot: 00
LOTS 1 & 2 (14.06 ACS EA); S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.

ease Number: L004961-00 ACTIVE
ease Date: 05/11/1987 Lessor: W-104180
xpire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE						
	Recorded:			3,349.440	3,349.440	2,512.080	.75000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 10 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 11 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 13 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 14 QQtr: Lot: 00
E/2
Twp: 28 N Rng: 107 W, Sect: 23 QQtr: Lot: 00
NE/4
Twp: 28 N Rng: 107 W, Sect: 24 QQtr: Lot: 00
N/2; SW/4; N/2SE/4; SW/4SE/4
Twp: 28 N Rng: 107 W, Sect: 3 QQtr: Lot: 00
LOTS 2 & 3 (14.72 ACS EA), S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT
AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.

se Number: L004962-00 ACTIVE
se Date: 05/11/1987 Lessor: W-104181
ire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

[redacted] [redacted] [redacted]

Selection Criteria:

Lease Number: L004962-00 ACTIVE
Lease Date: 05/11/1987 Lessor: W-104181
Expire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	800.000	800.000	600.000	.75000000	.12500000	.04125000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 26 QQtr: Lot: 00
W/2; SE/4
Twp: 28 N Rng: 107 W, Sect: 27 QQtr: Lot: 00
E/2

Lease Number: L004963-00 ACTIVE
Lease Date: 05/11/1987 Lessor: W-104182
Expire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	880.000	880.000	660.000	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 29 N Rng: 107 W, Sect: 34 QQtr: Lot: 00
E/2SW/4; SE/4
Twp: 29 N Rng: 107 W, Sect: 35 QQtr: Lot: 00
ALL

ease Number: L005108-00 ACTIVE
ease Date: 05/20/1987 Lessor: W-104799
xpire Date: 06/11/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	1,600.000	1,600.000	1,200.000	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 14 QQtr: Lot: 00
W/2
Twp: 28 N Rng: 107 W, Sect: 15 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 22 QQtr: Lot: 00
ALL

se Number: L005109-00 ACTIVE
se Date: 06/10/1987 Lessor: W-104800
ire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

6669

Selection Criteria:

Lease Number: L005109-00 ACTIVE
Lease Date: 06/10/1987 Lessor: W-104800
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	1,278.870	1,278.870	959.153	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 1 QQtr: Lot: 00
LOTS 3 & 4 (15.774 ACRES EACH)
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 107 W, Sect: 4 QQtr: Lot: 00
LOT 2 (15.774 ACRES); SW/4; E/2SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 107 W, Sect: 5 QQtr: Lot: 00
LOTS 1 & 2 (15.774 ACRES EACH)
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 107 W, Sect: 9 QQtr: Lot: 00
ALL
Twp: 29 N Rng: 107 W, Sect: 34 QQtr: Lot: 00
N/2

Lease Number: L008130-00 ACTIVE
Lease Date: 07/13/1987 Lessor: W-105475
Expire Date: 07/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	40.000	40.000	30.000	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 29 N Rng: 106 W, Sect: 29 QQtr: Lot: 00
NW/4SW/4

Lease Number: L009912-00 ACTIVE
Lease Date: 02/29/1988 Lessor: W-108079
Expire Date: 02/28/1998 Lessee: FOSSIL ASSOCIATES

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Report: LseCrpLong

EXHIBIT 'A'
BULL DRAW
WY0098

Date: 04-JUN-96
Page: 5 of: 5

Selection Criteria:

Lease Number: L009912-00 ACTIVE
Lease Date: 02/29/1988 Lessor: W-108079
Expire Date: 02/28/1998 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	2,539.740	2,539.740	1,904.805	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 21 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 28 QQtr: Lot: 00
ALL
Twp: 28 N Rng: 107 W, Sect: 6 QQtr: Lot: 00
LOTS 1, 5, 6, 7, 8, 9, NE/4SE/4, S/2SE/4
ACREAGE FIGURE FOR LOTS HAS BEEN ALLOCATED EQUALLY BTWN SAME. ACTUAL ACREAGE BREAKDOWN BY LOTS IS UNAVAILABLE.
Twp: 28 N Rng: 107 W, Sect: 7 QQtr: Lot: 00
E/2
Twp: 28 N Rng: 107 W, Sect: 8 QQtr: Lot: 00
ALL

ease Number: L011603 ACTIVE
ease Date: 04/02/1994 Lessor: ST WY 94-00149
xpire Date: 04/02/1999 Lessee: MCMURRY OIL COMPANY

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	640.000	640.000	240.000	.37500000	.16666670	.00000000

Recorded:
Legal: Free Form Remarks:
Twp: 29 N Rng: 107 W, Sect: 36 QQtr: Lot: 00
ALL

ase Number: L011726 ACTIVE
ase Date: 02/23/1995 Lessor: WYW-133755
pire Date: 02/28/2005 Lessee: MCLISH H P

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	BULL DRAW	WY	SUBLETTE	320.000	320.000	320.000	1.00000000	.12500000	.07500000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 107 W, Sect: 23 QQtr: Lot: 00
E/2W/2, W/2SE/4
Twp: 28 N Rng: 107 W, Sect: 26 QQtr: Lot: 00
W/2NE/4

	Acres Gross	Acres Net
Total Nets	15,108.080	11,171.061

670

Report: LseCrpLong

EXHIBIT 'A'
EDEN VALLEY
WY0100

Selection Criteria:

Lease Number: L004854-00 ACTIVE
Lease Date: 11/18/1986 Lessor: W-102689
Expire Date: 11/30/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	1,147.080	1,147.080	1,147.080	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 19 QQtr: Lot: 00
LOTS 1, 2, 4, E/2, E/2 W/2
Twp: 27 N Rng: 104 W, Sect: 21 QQtr: Lot: 00
NE/4, N/2 NW/4, S/2

Lease Number: L004954-00 ACTIVE
Lease Date: 05/11/1987 Lessor: W-104142
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	2,275.550	2,275.550	2,275.550	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 3 QQtr: Lot: 00
LOTS 1 THRU 4 (39.682 ACS EACH);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 4 QQtr: Lot: 00
LOTS 1 THRU 4 (39.682 ACS EACH);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 5 QQtr: Lot: 00
SE/4NE/4; S/2NW/4; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 6 QQtr: Lot: 00
LOTS 1 & 2 (39.683 ACS EA); LOTS 3 THRU 6 (39.682 ACS EA); S/2NE/2; SE/4NW/4; NE/4SW/4; SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

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Selection Criteria:

Lease Number: L005095-00 ACTIVE
Lease Date: 05/20/1987 Lessor: W-104775
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	2,560.000	2,560.000	2,560.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 10 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 104 W, Sect: 17 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 104 W, Sect: 8 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 104 W, Sect: 9 QQtr: Lot: 00
ALL

Lease Number: L005096-00 ACTIVE
Lease Date: 05/20/1987 Lessor: W-104776
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L005096-00 ACTIVE
Lease Date: 05/20/1987 Lessor: W-104776
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	3,608.240	3,608.240	3,608.240	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 20 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 104 W, Sect: 22 QQtr: Lot: 00
W/2W/2; SE/4NW/4; NE/4SW/4;
N/2SE/4; SE/4SE/4
Twp: 27 N Rng: 104 W, Sect: 23 QQtr: Lot: 00
S/2SW/4
Twp: 27 N Rng: 104 W, Sect: 30 QQtr: Lot: 00
LOT 35.79, LOT 2 35.85, LOT 3 35.91, LOT 4 35.97
E/2; E/2W/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 31 QQtr: Lot: 00
LOT 1 36.05, LOT 2 36.13, LOT 3 36.23, LOT 4 36.31
E/2; E/2W/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 32 QQtr: Lot: 00
ALL

SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 33 QQtr: Lot: 00
ALL

ease Number: L005107-00 ACTIVE
ease Date: 06/10/1987 Lessor: W-104782
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

[redacted] [redacted] [redacted]

Selection Criteria:

Lease Number: L005107-00 ACTIVE
Lease Date: 06/10/1987 Lessor: W-104782
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	1,280.000	1,280.000	1,280.000	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 14 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 23 QQtr: Lot: 00
ALL

Lease Number: L011188-00 ACTIVE
Lease Date: 04/02/1994 Lessor: ST WY 94-00101
Expire Date: 04/02/1999 Lessee: ANN M TRUJILLO

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	640.000	640.000	640.000	1.00000000	.16666667	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 16 QQtr: Lot: 00
ALL

Lease Number: L011604 ACTIVE
Lease Date: 11/18/1986 Lessor: W-134693
Expire Date: 11/30/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE	75.350	75.350	75.350	1.00000000	.16666667	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 6 QQtr: Lot: 00
LOT 7, SE/4SW/4

Lease Number: L011613 ACTIVE
Lease Date: 06/10/1987 Lessor: W-134697
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

election Criteria:

ease Number: L011613 ACTIVE
ease Date: 06/10/1987 Lessor: W-134697
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE						
	Recorded:			889.010	889.010	889.010	1.00000000	.12500000	.05000000

Legal: Free Form Remarks:
Twp: 27 N Rng: 104 W, Sect: 18 QQtr: Lot: 00
LOTS 1,2,3 (35.573 ACS EA);
NE/4NE/4; S/2NE/4; SE/4SW/4; SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 104 W, Sect: 7 QQtr: Lot: 00
LOTS 1,2,3,4 (35.573 ACS EA);
N/2NE/4; SW/4NE/4; E/2W/2; SE/4SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

ase Number: L011614 ACTIVE
ase Date: 06/10/1987 Lessor: W-134698
pire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY	WY	SUBLETTE						
	Recorded:			1,840.000	1,840.000	1,840.000	1.00000000	.12500000	.05000000

Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 12 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 13 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 24 QQtr: Lot: 00
W/2NE/4; W/2
Twp: 27 N Rng: 105 W, Sect: 25 QQtr: Lot: 00
NE/4NE/4; S/2NE/4; NE/4SE/4

	Acres Net	Acres Company Net
Total Nets	14,315.230	14,315.230

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eport: LseCrpLong

EXHIBIT 'A'
EDEN VALLEY EXTENSION
WY0103

Date: 04-JUN-96
Page: 1 of: 2

election Criteria:

ease Number: L005107-00 ACTIVE
ease Date: 06/10/1987 Lessor: W-104782
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
002	EDEN VALLEY EXT.	WY	SUBLETTE	3,680.000	3,680.000	2,760.000	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 15 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 22 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 26 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 27 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 34 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 35 QQtr: Lot: 00
N/2NE/4; SW/4NE/4; W/2; SE/4SE/4

ase Number: L009766-00 ACTIVE
ase Date: 12/09/1987 Lessor: W-107020
pire Date: 12/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	EDEN VALLEY EXT.	WY	SWEETWATER	1,873.010	1,873.010	1,404.758	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 26 N Rng: 105 W, Sect: 1 QQtr: Lot: 00
LOTS 1,2,3,4; S/2N/2; S/2
Twp: 26 N Rng: 105 W, Sect: 11 QQtr: Lot: 00
W/2NW/4; E/2SW/4
Twp: 26 N Rng: 105 W, Sect: 2 QQtr: Lot: 00
LOTS 1, 3, 4; SE/4NE/4
S/2NW/4; W/2SW/4; NE/4SE/4; S/2SE/4
Twp: 26 N Rng: 105 W, Sect: 3 QQtr: Lot: 00
LOTS 1,2,3,4; S/2N/2; S/2

2 EDEN VALLEY EXT. WY SWEETWATER

				636.390	636.390	477.293	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 26 N Rng: 105 W, Sect: 4 QQtr: Lot: 00
LOTS 1,2,3,4; S/2N/2; S/2

e Number: L011614 ACTIVE
e Date: 06/10/1987 Lessor: W-134698
re Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

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Report: LseCrpLong

EXHIBIT 'A'
EDEN VALLEY EXTENSION
WY0103

Selection Criteria:

Lease Number: L011614 ACTIVE
Lease Date: 06/10/1987 Lessor: W-134698
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
002	EDEN VALLEY EXT.	WY	SUBLETTE	400.000	400.000	306.610	.76652500	.12500000	.03750000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 25 QQtr: Lot: 00
W/2NW/4, SE/4NW/4, SW/4, W/2SE/4, SE/4SE/4

Total Nets	6,589.400	4,948.661

[redacted] [redacted] [redacted]

Selection Criteria:

Lease Number: L004181-00 ACTIVE
Lease Date: 09/10/1985 Lessor: W-95092
Expire Date: 05/06/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE						
				628.400	628.400	471.300	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 20 QQtr: Lot: 00
NE/4
Twp: 28 N Rng: 105 W, Sect: 31 QQtr: Lot: 00
LOTS 3, 4; E/2SW/4, SE/4
Twp: 28 N Rng: 106 W, Sect: 35 QQtr: Lot: 00
SE/4

Lease Number: L004489-00 ACTIVE
Lease Date: 05/01/1986 Lessor: W-99306
Expire Date: 05/05/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE						
				1,720.000	1,720.000	1,720.000	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 20 QQtr: Lot: 00
Twp: 28 N Rng: 105 W, Sect: 28 QQtr: Lot: 00
Twp: 28 N Rng: 105 W, Sect: 29 QQtr: Lot: 00
Twp: 28 N Rng: 105 W, Sect: 31 QQtr: Lot: 00
Twp: 28 N Rng: 105 W, Sect: 32 QQtr: Lot: 00

Lease Number: L004626-00 ACTIVE
Lease Date: 07/21/1986 Lessor: W-100880
Expire Date: 05/05/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE						
				308.480	308.480	231.360	.75000000	.12500000	.03750000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 31 QQtr: Lot: 00
LOTS 1 & 2 (34.24 ACS EA); E/2NW/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL CREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 28 N Rng: 105 W, Sect: 32 QQtr: Lot: 00
NE/4

election Criteria:

ease Number: L004668-00 ACTIVE
ease Date: 09/18/1986 Lessor: W-101748
xpire Date: 05/05/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	641.020	641.020	480.765	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 106 W, Sect: 1 QQtr: Lot: 00
LOTS 1, 2, 3, 4, S/2N/2, S/2

ease Number: L004855-00 ACTIVE
ease Date: 11/18/1986 Lessor: W-102690
xpire Date: 05/05/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	560.000	560.000	420.000	.75000000	.16666667	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 34 QQtr: Lot: 00
N/2NE/4; W/2; SE/4

ase Number: L004955-00 ACTIVE
ase Date: 05/11/1987 Lessor: W-104152
pire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	957.600	957.600	718.200	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 1 QQtr: Lot: 00
LOTS 1 THRU 4 (39.40 ACS EA); S/2N/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 28 N Rng: 105 W, Sect: 35 QQtr: Lot: 00
ALL
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

se Number: L004956-00 ACTIVE
se Date: 05/11/1987 Lessor: W-104165
ire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

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Selection Criteria:

Lease Number: L004956-00 ACTIVE
Lease Date: 05/11/1987 Lessor: W-104165
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	1,922.440	1,922.440	1,441.830	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 106 W, 6th Principal 1855 Sect: 12 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 106 W, 6th Principal 1855 Sect: 2 QQtr: Lot: 00
LOTS 1,2,3,4 (41.195 ACS EACH);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 106 W, 6th Principal 1855 Sect: 3 QQtr: Lot: 00
LOTS 1,2,3,4 (41.195 ACS EACH);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

ase Number: L004957-00 ACTIVE
ase Date: 05/11/1987 Lessor: W-104166
pire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

ract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
01	ELKHORN	WY	SUBLETTE	640.000	640.000	640.000	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 25 QQtr: Lot: 00
ALL

e Number: L004959-00 ACTIVE
e Date: 05/11/1987 Lessor: W-104168
re Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

act	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
1	ELKHORN	WY	SUBLETTE	480.000	480.000	360.000	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 34 QQtr: Lot: 00
S/2
Twp: 28 N Rng: 106 W, Sect: 35 QQtr: Lot: 00
SW/4

681

election Criteria:

ease Number: L005097-00 ACTIVE
ease Date: 06/10/1987 Lessor: W-104777
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	640.000	640.000	480.000	.75000000	.12500000	.03750000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 33 QQtr: Lot: 00
ALL

ease Number: L005098-00 ACTIVE
ease Date: 06/10/1987 Lessor: W-104780
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	320.000	320.000	240.000	.75000000	.12500000	.03750000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 1 QQtr: Lot: 00
S/2

ase Number: L005099-00 ACTIVE
ase Date: 06/10/1987 Lessor: W-104781
pire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	2,554.310	2,554.310	1,915.733	.75000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 11 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 3 QQtr: Lot: 00
LOTS 1,2,3,4, (39.289 ACS EA);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 105 W, Sect: 4 QQtr: Lot: 00
LOTS 1,2,3,4, (39.289 ACS EA);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 105 W, Sect: 9 QQtr: Lot: 00
ALL

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Selection Criteria:

Lease Number: L008002-00 ACTIVE
Lease Date: 06/10/1987 Lessor: W-102699
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE						
	Recorded:			1,278.090	1,278.090	958.568	.75000000	.12500000	.05000000

Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 10 QQtr: Lot: 00
ALL
Twp: 27 N Rng: 105 W, Sect: 2 QQtr: Lot: 00
LOTS 1,2,3,4, (39.5225 ACS EACH);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

Lease Number: L008129-00 ACTIVE
Lease Date: 07/10/1987 Lessor: W-105469
Expire Date: 07/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE						
	Recorded:			2,508.680	2,508.680	1,881.510	.75000000	.12500000	.05000000

Legal: Free Form Remarks:
Twp: 27 N Rng: 105 W, Sect: 5 QQtr: Lot: 00
LOTS 1-4 INCLUSIVE (36.5787 ACS EA);
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 105 W, Sect: 6 QQtr: Lot: 00
LOTS 1-7 INCLUSIVE (36.5785 ACS EA);
S/2NE/4; SE/4NW/4; E/2SW/4; SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 105 W, Sect: 7 QQtr: Lot: 00
LOTS 1-4 INCLUSIVE (36.5787 ACS EA);
E/2; E/2W/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 27 N Rng: 105 W, Sect: 8 QQtr: Lot: 00
ALL

Selection Criteria:

Lease Number: L008259-00 ACTIVE
Lease Date: 10/09/1987 Lessor: W-106139
Expire Date: 10/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	1,736.960	1,736.960	1,302.720	.75000000	.12500000	.03750000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 20 QQtr: Lot: 00
W/2
Twp: 28 N Rng: 105 W, Sect: 29 QQtr: Lot: 00
W/2
Twp: 28 N Rng: 105 W, Sect: 30 QQtr: Lot: 00
LOTS 1, 2, 3, 4, E/2, E/2W/2
WHERE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE
HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 106 W, Sect: 24 QQtr: Lot: 00
N/2, SE/4

Lease Number: L010523-00 ACTIVE
Lease Date: 08/23/1989 Lessor: W-117438
Expire Date: 08/31/1999 Lessee: WELLS PETROLEUM

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	925.500	925.500	694.125	.75000000	.12500000	.03750000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 18 QQtr: Lot: 00
LOTS 3, 4, E/2SW/4, SE/4
WHERE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE ACREAGE
HAS BEEN ALLOCATED EQUALLY BTWN SAME.
Twp: 28 N Rng: 105 W, Sect: 19 QQtr: Lot: 00
LOTS 1-4, E/2, E/2W/2
WHERE ACTUAL ACREAGE PER LOT IS NOT AVAILABLE, ACREAGE
HAS BEEN ALLOCATED EQUALLY BTWN SAME.

Lease Number: L011189-00 ACTIVE
Lease Date: 04/02/1994 Lessor: ST WY 94-00116
Expire Date: 04/02/1999 Lessee: ANN M TRUJILLO

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	640.000	640.000	480.000	.75000000	.16666667	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 105 W, Sect: 36 QQtr: Lot: 00
ALL

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Report: LseCrpLong

EXHIBIT 'A'
ELKHORN
WY0101

Date: 06-JUN-96

Selection Criteria:

Lease Number: L011190-00 ACTIVE
Lease Date: 04/02/1994 Lessor: ST WY 94-00131
Expire Date: 04/02/1999 Lessee: ANN M TRUJILLO

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN	WY	SUBLETTE	640.000	640.000	480.000	.75000000	.16666667	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 28 N Rng: 106 W, Sect: 36 QQtr: Lot: 00
ALL

Total Nets	19,101.480	14,916.111

Report: LseCrpLong

EXHIBIT 'A'
ELKHORN EXTENSION
WY0102

Date: 04-JUN-96
Page: 1 of: 1

Selection Criteria:

Lease Number: L004857-00 ACTIVE
Lease Date: 11/18/1986 Lessor: W-102710
Expire Date: 11/30/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN EXT.	WY	SUBLETTE						
				640.000	640.000	480.000	.75000000	.16666667	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 106 W, Sect: 13 QQtr: Lot: 00
ALL

Lease Number: L011612 ACTIVE
Lease Date: 05/11/1987 Lessor: W-134695
Expire Date: 05/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	ELKHORN EXT.	WY	SUBLETTE						
				1,600.000	1,600,000	1,200.000	.75000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 106 W, Sect: 21 QQtr: Lot: 00
N/2; N/2S/2
Twp: 27 N Rng: 106 W, Sect: 22 QQtr: Lot: 00
N/2; N/2S/2
Twp: 27 N Rng: 106 W, Sect: 23 QQtr: Lot: 00
N/2; N/2S/2
Twp: 27 N Rng: 106 W, Sect: 24 QQtr: Lot: 00
NW/4

	Acres Gross	Acres Net
Total Nets	2,240.000	1,680.000

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Selection Criteria:

Lease Number: L008262-00 ACTIVE
Lease Date: 10/09/1987 Lessor: W-106148
Expire Date: 10/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	JONAH	WY	SWEETWATER						
	Recorded:			240.000	240.000	240.000	1.00000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 25 N Rng: 106 W, Sect: 18 QQtr: Lot: 00
NW/4SE/4
Twp: 25 N Rng: 106 W, Sect: 19 QQtr: Lot: 00
S/2NE/4
Twp: 25 N Rng: 106 W, Sect: 30 QQtr: Lot: 00
NW/4NE/4
Twp: 25 N Rng: 106 W, Sect: 7 QQtr: Lot: 00
N/2NE/4

Lease Number: L008263-00 ACTIVE
Lease Date: 10/09/1987 Lessor: W-106153
Expire Date: 10/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	JONAH	WY	SUBLETTE						
	Recorded:			640.000	640.000	640.000	1.00000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 27 N Rng: 107 W, Sect: 35 QQtr: Lot: 00
ALL

Lease Number: L010280-00 ACTIVE
Lease Date: 10/18/1988 Lessor: WYW-101746
Expire Date: 10/31/1998 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	JONAH	WY	SWEETWATER						
	Recorded:			320.000	320.000	320.000	1.00000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 23 N Rng: 106 W, Sect: 29 QQtr: Lot: 00
N/2

Lease Number: L010522-00 ACTIVE
Lease Date: 08/23/1989 Lessor: W-117446
Expire Date: 08/31/1999 Lessee: WELLS PETROLEUM

Selection Criteria:

Lease Number: L010522-00 ACTIVE
Lease Date: 08/23/1989 Lessor: W-117446
Expire Date: 08/31/1999 Lessee: WELLS PETROLEUM

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	JONAH	WY	SWEETWATER	39.930	39.930	39.930	1.00000000	.12500000	.05500000

Recorded:
Legal: Free Form Remarks:
Twp: 25 N Rng: 107 W, Sect: 1 QQtr: Lot: 00
LOT 3

Lease Number: L011589 ACTIVE
Lease Date: 10/25/1994 Lessor: WYW-134428
Expire Date: 10/31/2004 Lessee: TEXACO EXPLORATION AND PRODUCTION

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	JONAH	WY	SUBLETTE	40.000	40.000	13.333	.33333333	.12500000	.00000000

Recorded:
Legal: Free Form Remarks:
Twp: 27 N Rng: 106 W, Sect: 18 QQtr: Lot: 00
NE/4NE/4 JONAH B

Lease Number: L011716 ACTIVE
Lease Date: 03/09/1994 Lessor: LELAND L GRANDY
Expire Date: 03/09/1999 Lessee: CONTEX ENERGY COMPANY

[redacted] [redacted] [redacted]

Report: LseCrpLong

EXHIBIT 'A'
PINEDALE EXTENSION
WY0090

Date: 04-JUN-96

Selection Criteria:

Lease Number: L004629-00 ACTIVE
Lease Date: 08/22/1986 Lessor: W-100903
Expire Date: 08/31/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE						
	Recorded:			1,279.830	1,279.830	1,279.830	1.00000000	.12500000	.03000000

Legal: Free Form Remarks:
Twp: 33 N Rng: 108 W, Sect: 11 QQtr:; Lot: 00
W/2
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 33 N Rng: 108 W, Sect: 14 QQtr: Lot: 00
LOT 1, W/2 NE/4, SE/4 NE/4, W/2 (LESS 1.57 ACRES
MORE OR LESS IN RESERVOIR R/W W-014221)
ACREAGE FIGURE IS AN ESTIMATE .
ACTUAL ACREAGE FIGURE IS UNAVAILABLE
Twp: 33 N Rng: 108 W, Sect: 3 QQtr: Lot: 00
LOTS 1, 2, 3, S/2 N/2, N/2 SW/4 EXTENSION H

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 33 N Rng: 108 W, Sect: 4 QQtr: Lot: 00
NE/4 SE/4
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 33 N Rng: 108 W, Sect: 6 QQtr: Lot: 00
W/2 SE/4
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

se Number: L004630-00 ACTIVE
se Date: 08/22/1986 Lessor: W-100909
pire Date: 08/31/1996 Lessee: FOSSIL ASSOCIATES

ract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
01	PINEDALE EXTENSION	WY	SUBLETTE						
	Recorded:			680.000	680.000	680.000	1.00000000	.12500000	.03000000

Legal: Free Form Remarks:
Twp: 34 N Rng: 109 W, Sect: 15 QQtr: Lot: 00
N/2, SW/4 EXTENSION G
Twp: 34 N Rng: 109 W, Sect: 22 QQtr: Lot: 00
E/2 E/2
Twp: 34 N Rng: 109 W, Sect: 27 QQtr: Lot: 00
NE/4 SE/4

e Number: L004670-00 ACTIVE
e Date: 09/18/1986 Lessor: W-101759
re Date: 09/30/1996 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L004670-00 ACTIVE
Lease Date: 09/18/1986 Lessor: W-101759
Expire Date: 09/30/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	321.280	321.280	321.280	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 31 N Rng: 108 W, Sect: 1 QQtr: Lot: 00
LOTS 1, 2, 3, 4, SW/4
EXTENSION B

Lease Number: L004858-00 ACTIVE
Lease Date: 11/18/1986 Lessor: W-102759
Expire Date: 11/30/1996 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	400.000	400.000	400.000	1.00000000	.16666667	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 34 N Rng: 110 W, Sect: 17 QQtr: Lot: 00
SW/4 NE/4, S/2 NW/4
Twp: 34 N Rng: 110 W, Sect: 29 QQtr: Lot: 00
SE/4 NW/4, NE/4 SE/4
Twp: 34 N Rng: 110 W, Sect: 4 QQtr: Lot: 00
S/2 NW/4
EXTENSION F
Twp: 34 N Rng: 110 W, Sect: 5 QQtr: Lot: 00
SE/4 NE/4
Twp: 34 N Rng: 110 W, Sect: 9 QQtr: Lot: 00
W/2 SW/4

Lease Number: L004891-00 ACTIVE
Lease Date: 01/31/1987 Lessor: W-103505
Expire Date: 01/31/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Net	Company Net	Interest Corporate	Royalty	Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	640.000	640.000	640.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 33 N Rng: 110 W, Sect: 17 QQtr: Lot: 00
ALL
EXTENSION F

Lease Number: L005102-00 ACTIVE
Lease Date: 06/10/1987 Lessor: W-104813
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

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election Criteria:

ease Number: L005102-00 ACTIVE
ease Date: 06/10/1987 Lessor: W-104813
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	1,005.000	1,005.000	1,005.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 34 N Rng: 109 W, Sect: 5 QQtr: Lot: 00
LOTS 1,2,3,4, (41.25 ACS EA); EXTENSION G
S/2N/2; S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 34 N Rng: 109 W, Sect: 8 QQtr: Lot: 00
N/2N/2; SE/4NE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
Twp: 34 N Rng: 110 W, Sect: 1 QQtr: Lot: 00
SE/4NE/4
Twp: 35 N Rng: 109 W, Sect: 31 QQtr: Lot: 00
E/2NE/4
Twp: 35 N Rng: 109 W, Sect: 32 QQtr: Lot: 00
SW/4SW/4

se Number: L005104-00 ACTIVE
se Date: 06/12/1987 Lessor: W-104825
ire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

ract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
01	PINEDALE EXTENSION	WY	SUBLETTE	2,200.000	2,200.000	2,200.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 35 N Rng: 110 W, Sect: 10 QQtr: Lot: 00
ALL EXTENSION I
Twp: 35 N Rng: 110 W, Sect: 11 QQtr: Lot: 00
W/2
Twp: 35 N Rng: 110 W, Sect: 14 QQtr: Lot: 00
NE/4NE/4; W/2NE/4; NW/4; N/2SW/4; NW/4SE/4
Twp: 35 N Rng: 110 W, Sect: 15 QQtr: Lot: 00
ALL
Twp: 35 N Rng: 110 W, Sect: 22 QQtr: Lot: 00
NE/4; NW/4NW/4

Number: L005105-00 ACTIVE
Date: 06/12/1987 Lessor: W-104826
e Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L005105-00 ACTIVE
Lease Date: 06/12/1987 Lessor: W-104826
Expire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	640.000	640.000	640.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 35 N Rng: 110 W, Sect: 13 QQtr: Lot: 00
E/2 EXTENSION I
Twp: 35 N Rng: 110 W, Sect: 23 QQtr: Lot: 00
NW/4SE/4
Twp: 35 N Rng: 110 W, Sect: 24 QQtr: Lot: 00
NE/4; W/2SE/4
Twp: 35 N Rng: 110 W, Sect: 25 QQtr: Lot: 00
NE/4NE/4

ease Number: L008001-00 ACTIVE
ease Date: 06/10/1987 Lessor: W-102781
xpire Date: 06/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	321.830	321.830	321.830	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
[redacted] Rng: 113 W, Sect: 30 QQtr: Lot: 00
LOTS 1,2,3,4, (40.4575 ACS EACH); EXTENSION E
E/2W/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

ease Number: L009913-00 ACTIVE
ease Date: 03/18/1988 Lessor: W-108095
pire Date: 03/31/1998 Lessee: FOSSIL ASSOCIATES

Selection Criteria:

Lease Number: L009913-00 ACTIVE
Lease Date: 03/18/1988 Lessor: W-108095
Expire Date: 03/31/1998 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	1,280.000	1,280.000	1,280.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 34 N Rng: 110 W, Sect: 18 QQtr: Lot: 00
E/2W/2
EXTENSION F
Twp: 34 N Rng: 110 W, Sect: 19 QQtr: Lot: 00
E/2W/2
Twp: 34 N Rng: 110 W, Sect: 21 QQtr: Lot: 00
E/2
Twp: 34 N Rng: 110 W, Sect: 28 QQtr: Lot: 00
W/2
Twp: 34 N Rng: 111 W, Sect: 24 QQtr: Lot: 00
S/2

ease Number: L009950-00 ACTIVE
ease Date: 01/30/1987 Lessor: W-107505
xpire Date: 01/30/1997 Lessee: FOSSIL ASSOCIATES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	80.000	80.000	80.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 33 N Rng: 110 W, Sect: 8 QQtr: Lot: 00
S/2SW/4
EXTENSION F

ase Number: L010561-00 ACTIVE
ase Date: 11/06/1989 Lessor: W-118147
pire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	280.000	280.000	280.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 30 N Rng: 107 W, Sect: 7 QQtr: Lot: 00
NE/4, E/2SE/4
EXTENSION B
Twp: 30 N Rng: 107 W, Sect: 8 QQtr: Lot: 00
SW/4NE/4

se Number: L010566-00 ACTIVE
se Date: 11/06/1989 Lessor: W-118156
re Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Selection Criteria:

Lease Number: L010566-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118156
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	2,499.800	2,499.800	2,499.800	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 30 N Rng: 108 W, Sect: 17 QQtr: Lot: 00
SW/4, N/2SE/4, SW/4SE/4 EXTENSION A

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 30 N Rng: 108 W, Sect: 18 QQtr: Lot: 00
LOTS 1, 2, 3, 4, W/2NE/4, SE/4NE/4, E/2W/2, SE/4
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 30 N Rng: 108 W, Sect: 20 QQtr: Lot: 00
ALL
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 30 N Rng: 108 W, Sect: 21 QQtr: Lot: 00
ALL EXTENSION B

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 31 N Rng: 108 W, Sect: 35 QQtr: Lot: 00
W/2NE/4, E/2W/2, SE/4
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

Lease Number: L010567-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118157
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

[redacted] [redacted] [redacted]

election Criteria:

ease Number: L010567-00 ACTIVE
ease Date: 11/06/1989 Lessor: W-118157
xpire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	2,040.000	2,040.000	2,040.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 30 N Rng: 108 W, Sect: 22 QQtr: Lot: 00
NW/4, W/2SW/4, SE/4SW/4, SE/4
Twp: 30 N Rng: 108 W, Sect: 23 QQtr: Lot: 00
N/2NE/4, SE/4NE/4, S/2
Twp: 30 N Rng: 108 W, Sect: 27 QQtr: Lot: 00
W/2W/2
Twp: 30 N Rng: 108 W, Sect: 28 QQtr: Lot: 00
ALL
Twp: 30 N Rng: 108 W, Sect: 33 QQtr: Lot: 00
NE/4, N/2NW/4
Twp: 30 N Rng: 108 W, Sect: 34 QQtr: Lot: 00
S/2NW/4, NE/4SW/4

EXTENSION A

ase Number: L010568-00 ACTIVE
ase Date: 11/06/1989 Lessor: W-118158
pire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	2,000.000	2,000.000	2,000.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 31 N Rng: 108 W, Sect: 17 QQtr: Lot: 00
N/2, SE/4
Twp: 31 N Rng: 108 W, Sect: 20 QQtr: Lot: 00
E/2
Twp: 31 N Rng: 108 W, Sect: 21 QQtr: Lot: 00
ALL
Twp: 31 N Rng: 108 W, Sect: 7 QQtr: Lot: 00
NE/4NE/4, S/2NE/4, SE/4
Twp: 31 N Rng: 108 W, Sect: 8 QQtr: Lot: 00
S/2NW/4, SW/4, SW/4SE/4

EXTENSION B

se Number: L010569-00 ACTIVE
se Date: 11/06/1989 Lessor: W-118159
re Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Report: LseCrpLong

EXHIBIT 'A'
PINEDALE EXTENSION
WY0090

Date: 04-JUN-96
Page: 8 of: 10

Selection Criteria:

Lease Number: L010569-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118159
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	2,240.000	2,240.000	2,240.000	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 31 N Rng: 108 W, Sect: 27 QQtr: Lot: 00
W/2NE/4, W/2, SE/4
EXTENSION B
Twp: 31 N Rng: 108 W, Sect: 28 QQtr: Lot: 00
ALL
Twp: 31 N Rng: 108 W, Sect: 33 QQtr: Lot: 00
E/2E/2, SW/4NE/4, NW/4SE/4
Twp: 31 N Rng: 108 W, Sect: 34 QQtr: Lot: 00
ALL
Twp: 31 N Rng: 108 W, Sect: 35 QQtr: Lot: 00
W/2W/2

Lease Number: L010571-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118166
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	2,537.790	2,537.790	2,537.790	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 31 N Rng: 109 W, Sect: 17 QQtr: Lot: 00
ALL
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 31 N Rng: 109 W, Sect: 28 QQtr: Lot: 00
E/2W/2, NW/4SW/4, SW/4SE/4
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 31 N Rng: 109 W, Sect: 5 QQtr: Lot: 00
LOTS 3, 4, S/2NW/4, SW/4
EXTENSION C
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 31 N Rng: 109 W, Sect: 6 QQtr: Lot: 00
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
S/2NE/4, SE/4
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 31 N Rng: 109 W, Sect: 8 QQtr: Lot: 00
ALL
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

[redacted] [redacted] [redacted]

Selection Criteria:

Lease Number: L010572-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118167
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	1,425.120	1,425.120	1,425.120	1.00000000	.12500000	.03000000

Recorded:
Legal: Free Form Remarks:
Twp: 32 N Rng: 109 W, Sect: 30 QQtr: Lot: 00
LOTS 1-12, E/2 EXTENSION C

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
Twp: 32 N Rng: 109 W, Sect: 31 QQtr: Lot: 00
LOTS 1-12, E/2
ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

Lease Number: L011123 ACTIVE
Lease Date: 02/01/1994 Lessor: BLM WYW 131390
Expire Date: 01/31/2004 Lessee: CNG PRODUCING CO

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	1,002.490	1,002.490	1,002.490	1.00000000	.12500000	.00000000

Recorded:
Legal: Free Form Remarks:
Twp: 32 N Rng: 110 W, Sect: 31 QQtr: Lot: 00
LOTS 1-4; E/2, E/2W/2 EXTENSION D
Twp: 32 N Rng: 110 W, Sect: 32 QQtr: Lot: 00
N/2NE/4, SW/4NE/4, NW/4, N/2SW/4, SW/4SW/4

Lease Number: L011599 ACTIVE
Lease Date: 03/03/1994 Lessor: W-131154
Expire Date: 03/31/2004 Lessee: ANN M TRUJILLO

Report: LseCrpLong

EXHIBIT 'A'
PINEDALE EXTENSION
WY0090

Selection Criteria:

Lease Number: L011599 ACTIVE
Lease Date: 03/03/1994 Lessor: W-131154
Expire Date: 03/31/2004 Lessee: ANN M TRUJILLO

Tract	Prospect	State	County	Acres Gross	Acres Net	Acres Company Net	Interest Corporate	Interest Royalty	Interest Overriding
001	PINEDALE EXTENSION	WY	SUBLETTE	2,284.860	2,284.860	2,284.860	1.00000000	.12500000	.05000000

Recorded:
Legal: Free Form Remarks:
Twp: 31 N Rng: 108 W, Sect: 10 QQtr: Lot: 00
W/2
Twp: 31 N Rng: 108 W, Sect: 15 QQtr: Lot: 00
ALL
Twp: 31 N Rng: 108 W, Sect: 4 QQtr: Lot: 00
S/2
EXTENSION B
Twp: 31 N Rng: 108 W, Sect: 5 QQtr: Lot: 00
LOTS 10-12
Twp: 31 N Rng: 108 W, Sect: 8 QQtr: Lot: 00
NE/4, NE/4NW/4, N/2SE/4
Twp: 31 N Rng: 108 W, Sect: 9 QQtr: Lot: 00
ALL

Total Nets	25,158.000	25,158.000

[redacted] APPLICA[redacted]OR [redacted] 15363

AMENDED CERTIFICATE OF AUTHORITY

OF

CLINTON OIL COMPANY

#110357

STATE OF WYOMING
FILED
9:30 A.M. DH/CH
MAR 2 1976
134599
THYRA THOMSON
SECRETARY OF STATE

To the Secretary of State
of the State of Wyoming:

Pursuant to the provisions of Section 107 of the Wyoming Business Corporation Act, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

FIRST: A Certificate of Authority was issued to the corporation by your office on 7-27, 19 70, authorizing it to transact business in your State under the name of CLINTON OIL COMPANY.

SECOND: The corporate name of the corporation has been changed to ENERGY RESERVES GROUP, INC. (Note 1)

THIRD: It desires to pursue in the transaction of business in your State other or additional purposes than those set forth in its prior Application for a Certificate of Authority, as follows:

No Change

(Note 2)

259092 Dated February 16, 19 76.

RECORDED Oct. 14, 1996 8:55 A
BOOK 103 O+G PAGE 698
FEES $12.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Barton

ENERGY RESERVES GROUP, INC.
(Note 3)

By [signature] Its President) Richard W.Volk
)(Note 4)
and [signature] Its Secretary) Clark R. Mandig

STATE OF KANSAS)
SS
COUNTY OF SEDGWICK)

I, Evelyn J. Kinzy, a Notary Public, do hereby certify that on this 16th day of February, 1976, personally appeared before me Richard W. Volk, who, being by me first duly sworn, declared that he is the President of ENERGY RESERVES GROUP, INC, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

In witness whereof I have hereunto set my hand and seal this 16th day of February, A.D., 1976.

[signature]
Notary Public

(NOTARIAL SEAL)

My commission expires October 17, 1979.

Notes:
1. If the corporate name has not been changed insert "No change".
2. If no other or additional purposes are proposed insert "No change".
3. Exact name of corporation making the application.
4. Officer signing for the corporation must be its President or a Vice-President, and its Secretary or Assistant Secretary, and verified by one of the officers signing the application.

FILING FEE: Filing application for Amended Certificate of Authority $10.00
Filing Amendment to Certificate of Authority $10.00

RECEIVED
FEB 20 1976

#16725
20.00

(WYO. - 953 - 10/5/72)

699

FILED
at 9:30 A.M.

MAR 2 1976
134600
THYRA THOMSON
SECRETARY OF STATE

#110357

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

CLINTON OIL COMPANY, a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of CLINTON OIL COMPANY be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is ENERGY RESERVES GROUP, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of The General Corporation Law of the State of Delaware, and written notice of the adoption of the amendment has been given as provided in Section 228 of The General Corporation Law of the State of Delaware to every stockholder entitled to such notice.

THIRD; That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said CLINTON OIL COMPANY has caused this certificate to be signed by Richard W. Volk, its President, and attested by Clark R. Mandigo, its Secretary, this 6th day of February, 1976.

CLINTON OIL COMPANY

By /s/ Richard W. Volk
Richard W. Volk

CLINTON OIL COMPANY CORPORATE SEAL DELAWARE

/s/ Clark R. Mandigo
Clark R. Mandigo

State of DELAWARE

Office of SECRETARY OF STATE

I, Robert H. Reed, *Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of*

Certificate of Amendment of the "CLINTON OIL COMPANY", as received and filed in this office the tenth day of February, A.D. 1976, at 10 o'clock A.M.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* nineteenth *day of* February *in the year of our Lord one thousand nine hundred and* seventy-six.

Robert H. Reed *Secretary of State*

Grover A. Biddle *Assistant Secretary of State*

FORM 120

#110351

CONSENT TO USE OF NAME

Energy Reserves, Inc., a corporation organized under the laws of the State of Wyoming, hereby consents to the organization-qualification of Energy Reserves Group, Inc. in the State of Wyoming.

IN WITNESS WHEREOF, the said Energy Reserves, Inc. has caused this consent to be executed by its vice president and attested under its corporate seal by its _____ secretary, this 10th day of February 19 76.

ENERGY RESERVES, INC.

By _____
Executive Vice President
M. F. Gardner

Attest:

_____
J. C. Carlson Secretary

(SEAL)

(GENERAL - 500 - 1/1/73)

[redacted] [redacted] D [redacted]68

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

BUREAU OF LAND MANAGEMENT
96 MAR 25 AM 9:00
RECEIVED
CHEYENNE, WYOMING
50162.ccc

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. LR

W-10677

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Enron Oil & Gas Company
P. O. 4362
Houston, Texas 77210-4362

(Successor in interest thru merger to Belco Development Corporation)

*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 113 West, 6th P.M.					
Section 26: SWNW, SW From the Surface to the Top of the Mesaverde Formation and below the Base of the Mesaverde Formation	100%	100%	-0-	-0-	3%
Section 26: SWNW, SW The Mesaverde Formation	47.5%	47.5%	-0-	-0-	3%
Section 27: S2NE, SENW, NESE, SESE	100%	100%	-0-	-0-	3%
Containing 400.0 acres, more or less Sublette County, Wyoming					

259093

RECORDED Oct. 14 1996 8:00 AM
IN BOOK 103 OF S PAGE 702
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

THIS ASSIGNMENT CORRECTS & REPLACES ASSIGNMENT OF OPERATING RIGHTS FROM BELCO PETROLEUM CORPORATION TO BELCO DEVELOPMENT CORPORTAION DATED NOVEMBER 15, 1983 AND APPROVED DECEMBER 1, 1983.

EOG LAND ADM
BY:
JUN 28 1996
FILE
LAR

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 APR 01 1996

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

LAND LAW EXAMINER
(Title)

JUN 21 1996
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(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 transfer of operating rights (sublease). 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 transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer 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 transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer 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.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and 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.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer 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 transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

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.

*Effective the 29th day of July, 1983.

Executed this 11th day of March, 1996,*

Name of Transferor: Belco Petroleum Corporation

Transferor or Attorney-in-fact: [signature] Please type or print: Robert J. Hermann, Vice President - Tax

P. O. Box 1188

Houston, Texas 77251-1188

(City) (State) (Zip Code)

Executed this 5th day of March, 1996

Transferee or Attorney-in-fact: Enron Oil & Gas Company (Successor in interest thru merger to Belco Development Corporation)

[signature]

R. H. Whittington
Agent & Attorney-in-Fact

BURDEN HOURS STATEMENT

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

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

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

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared R. H. LEFFINGWELL known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-fact for ENRON OIL & GAS COMPANY, 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 5th day of March, 1996.

My Commission Expires:
April 3, 1996

Melanie Y. Henry
Notary Public within and for the
State of Texas

MELANIE Y. HENRY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 3, 1996

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. HERMANN known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President - Tax for BELCO PETRLEUM 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 11th day of March, 1996.

My Commission Expires:
4/23/99

Bobbie J. Moody
Notary Public within and for the
State of Texas

BOBBIE J. MOODY
NOTARY PUBLIC
State of Texas
Comm Exp. 04-23-99

705

50185

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

WYW111556
Lease Serial No.

JUNE 1, 1988
Lease Effective Date
(Anniversary Date)

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Snyder Oil Corporation
   City, State, ZIP Code: 1625 Broadway, Suite 2200, 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 29 North, Range 107 West, 6th P.M. Section 20: SW4SW4 Containing 40.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	2.00% of 8/8ths	2.00%

This assignment is made without warranty, either express or implied, or recourse of any kind or character.

259235
RECORDED Oct 22 19 96 3:30 PM
IN BOOK 103 Oil & Gas PAGE 705
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

STATE OF Miss.
COUNTY OF Adams

CORPORATE
(For use in all states)

On this 11th day of September, A.D. 19 96, before me personally appeared Virginia D. Chiara to me personally known, who, being by me duly sworn, did say that he is the President of Mega Million Royalty, 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 President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of September A.D., 19 96

My Commission Expires 10/26/96

Notary Public.

Address: Adams County, Miss.

In the event Assignee shall at any time, even after unitization, desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within fifteen (15) days after receipt by Assignor of such notice whereupon Assignee shall forthwith reassign to Assignor all of such interests. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands or formations affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

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

Executed this 11th day of September, 19 96

Name of Assignor as shown on current lease Mega Million Royalty, Inc.
Please type or print

Assignor Virginia D. Chiara
or Virginia D. Chiara, (Signature) President

Attest: (Signature)

P.O. Box 475
(Assignor's Address)

Vidalia, LA 71373
(City) (State) (Zip Code)

Executed this 4TH day of OCTOBER, 19 96

Assignee
or
Attorney-in-fact STEVEN G. VAN HOOK (Signature)

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

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

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

STATE OF WYOMING

COUNTY OF SUBLETTE

ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

That, for and in consideration of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, **Arloma Corporation**, does hereby grant, bargain, sell, transfer, assign, and convey unto **Rupe Foundation**, 3887 State Street - Suite 22, Santa Barbara, CA 93105-3196, its successors and assigns, an undivided .0625% overriding royalty interest of all the oil, gas, casinghead gas, and other liquid, and gaseous hydrocarbons that shall be produced, saved, and marketed therewith from the hereinafter-described lands located in Sublette County, Wyoming by operations conducted under or pursuant to those oil, gas, and mineral leases listed in Exhibit "A" attached hereto and made a part hereof for all purposes, which said overriding royalty interest shall be paid and delivered in the same manner as provided for payment and delivery of the royalty retained by the lessors in said leases and any renewals, extensions, and amendments thereto, free of all costs and expenses of development and operation of said properties except for gross production and ad valorem taxes chargeable to said overriding royalty interest, which are not to be due or paid upon any part of the production used for operations thereunder; and it is expressly provided that in the event said leases should cover less than the entire mineral fee title to the lands described, the overriding royalty interest hereby assigned shall be reduced and shall be paid in the same respective proportion as the undivided share of minerals in said tracts of land which is actually covered by said lease or leases, and in accordance with the foregoing provisions. Further provided, however, it is the intent of this instrument to transfer all of the right, title, and interest of the said **Arloma Corporation**, in and to said leases whether the same is described herein or otherwise.

IN TESTIMONY WHEREOF, this instrument is executed this 22nd day of October, 1996, to be effective October 31, 1996.

ARLOMA CORPORATION

259315

Arthur N. Rupe

Arthur N. Rupe, President

RECORDED Oct. 28 1996 11:30 AM
IN BOOK 103 Pt 6 PAGE 707
FEES $ 10.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

EXHIBIT A

FEDERAL 10-9:

TOWNSHIP 27 NORTH, RANGE 111 WEST, 6TH PRIN. MER.

SECTION 4: N/2

SECTION 5: E/2

SECTION 8:NE/4, N/2 SE/4, SE/4 SE/4

SECTION 9: ALL

CONTAINING 1,560 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

This Instrument was acknowledged before me on the 22nd day of October 1996, by Arthur N. Rupe, president of Arloma Corporation, a California Corporation.

CORDELIA B. SHERMAN
Comm. # 1032243
NOTARY PUBLIC - CALIFORNIA
Santa Barbara County
My Comm. Expires July 14, 1998

Notary Public Signature

Notary Public Printed or Typed Name

My Commission expires: _____

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **NEIL A. McMURRY**, with an address of 991 Stafford, Casper, Wyoming 82609 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers the lands described on said exhibit. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.2575% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignee, his respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, the Cabrito Unit Agreement, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignee shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay its proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

259411

RECORDED Oct. 30 1996 10:15 AM
IN BOOK 103046 PAGE 710
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boyton

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 8th day of OCTOBER, 1996.

ASSIGNOR:

NEIL A. McMURRY

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

8th SUBSCRIBED AND SWORN to before me by Neil A. McMurry, this day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

Notary Public
Address: _____

c:\wpdata\smt\mcmurry\mcmurwar.ori(9/16/96)

EXHIBIT "A"
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
AND EDWARD M. WARNER, TRUSTEE, AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. W-120908

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.

Section 10:	SE/4
Section 15:	SE/4, NW/4
Section 17:	NW/4, SE/4
Section 20:	SE/4
Section 21:	NW/4, SE/4
Section 22:	NW/4, SE/4
Section 23:	NW/4, SE/4
Section 27:	NW/4, SE/4
Section 28:	NW/4

Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **NERD ENTERPRISES, INC.**, a Wyoming corporation, with an address of P.O. Box 949, Casper, Wyoming 82602 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers the lands described on said exhibit. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.06189% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignee, his respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, the Cabrito Unit Agreement, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignee shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay its proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

259412

RECORDED Oct. 30 1996 10:15 AM
IN BOOK 103 016 PAGE 713
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 8th day of OCTOBER, 1996.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 8th day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address: _____

c:\wpdata\smt\mcmurry\nerdwar2.or1(9/16/96)

EXHIBIT "A"
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
AND EDWARD M. WARNER, TRUSTEE, AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. W-120908

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.
Section 10: SE/4
Section 15: SE/4, NW/4
Section 17: NW/4, SE/4
Section 20: SE/4
Section 21: NW/4, SE/4
Section 22: NW/4, SE/4
Section 23: NW/4, SE/4
Section 27: NW/4, SE/4
Section 28: NW/4

Sublette County, Wyoming

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers the lands described on said exhibit. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.18061% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignee, his heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, the Cabrito Unit Agreement, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignee shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay its proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

259413

RECORDED Oct. 30 1996 10:15 AM
IN BOOK 103 pto PAGE 716
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 26th day of September, 1996.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks
Executive Vice-President

_____
Shane E. Greene,
Assistant Secretary

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

SUBSCRIBED AND SWORN to before me by Ed N. Harrison as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 26th day of September, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5/5/98

_____
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

c:\wpdata\smt\mcmurry\fcc-war2.ori(9/16/96)

[redacted] [redacted] [redacted]

EXHIBIT "A"
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
AND EDWARD M. WARNER, TRUSTEE, AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. W-120908

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.

Section 10:	SE/4
Section 15:	SE/4, NW/4
Section 17:	NW/4, SE/4
Section 20:	SE/4
Section 21:	NW/4, SE/4
Section 22:	NW/4, SE/4
Section 23:	NW/4, SE/4
Section 27:	NW/4, SE/4
Section 28:	NW/4

Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **NERD ENTERPRISES, INC.**, a Wyoming corporation, with an address of P.O. Box 949, Casper, Wyoming 82602 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of each of the oil and gas leases described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said leases cover the lands described on said exhibit. The overriding royalty interests herein conveyed are as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, Colorado 80202	0.31570% of 8/8ths
Neil A. McMurry 991 Stafford Casper, Wyoming 82609	0.11751% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, the Cabrito Unit Agreement, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all other matters of record.

The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

259414

RECORDED Oct. 30 1996 10:15 AM
IN BOOK 103 Misc PAGE 719
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 8th day of OCTOBER, 1996.

NERD ENTERPRISES, INC.
a Wyoming corporation

By: Mick McMurry
Mick McMurry, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 8th day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address: _____

c:\wpdata\smt\mcmurry\nerdwarn.ori(9/16/96)

EXHIBIT "A"

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: NW/4, SE/4	320.00	88	471
WYW-134684	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NW/4, SE/4	320.00	88	471
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 3: SW/4NW/4, SW/4, SW/4SE/4 Section 13: SW/4NW/4, SW/4, S/2SE/4	520.00	88	470
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 1 (40.60), 2 (40.58), E/2NW/4, SE/4 Section 20: NW/4 Section 28: SE/4 Section 29: NW/4, SE/4	961.18	88	741
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NW/4, SE/4 Section 22: NW/4, SE/4 Section 25: NW/4, SE/4	960.00	92	198

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, saved and marketed under the terms of those certain oil and gas leases described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said leases cover the lands described on said exhibit. The overriding royalty interests herein conveyed are as follows:

Assignee	Overriding Royalty Interest Conveyed
WRW Energy Co., a Colorado general partnership P.O. Box 1881 Cheyenne, WY 82003	0.90000% of 8/8ths
Dianne E. Greene 5909 Green Meadows Drive Cheyenne, WY 82001	0.18000% of 8/8ths
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1512 Larimer Street, Suite 1000 Denver, CO 80202	0.18430% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, the Cabrito Unit Agreement, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all other matters of record.

The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production,

259415

RECORDED Oct. 30 19 96 10:15 AM
IN BOOK 103 Of6 PAGE 722
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is executed this 16th day of October, 1996.

ATTEST:

Dianne E. Greene,
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks
Executive Vice-President

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

SUBSCRIBED AND SWORN to before me by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 16th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

October 5, 1998

Notary Public
Address: 1775 Sherman St., #1400
Denver, CO 80203

c:\update\sent\mcmurry\fcc-warn.ori(10/16/96)

EXHIBIT "A"

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: NW/4, SE/4	320.00	88	471
WYW-134684	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NW/4, SE/4	320.00	88	471
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 3: SW/4NW/4, SW/4, SW/4SE/4 Section 13: SW/4NW/4, SW/4, S/2SE/4	520.00	88	470
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 1 (40.60), 2 (40.58), E/2NW/4, SE/4 Section 20: NW/4 Section 28: SE/4 Section 29: NW/4, SE/4	961.18	88	741
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NW/4, SE/4 Section 22: NW/4, SE/4 Section 25: NW/4, SE/4	960.00	92	198

724

ASSIGNMENT OF OVERRIDING ROYALTY AND STIPULATION OF INTERESTS

This instrument is made and entered into this 16th day of September, 1996, among **McMurry Oil Company**, a Wyoming corporation, with an address of P.O. Box 220, Casper, Wyoming 82602, **Nerd Enterprises, Inc.**, a Wyoming corporation, with an address of P.O. Box 220, Casper, Wyoming 82602, **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001; and **Edward M. Warner**, an individual, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado 80202.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Assignment of Bill of Sale (the "SOCO Assignment") dated effective as of June 1, 1994 and recorded in the records of Sublette County, Wyoming, on July 12, 1994 in Book 97 of O&G at Page 371, McMurry Oil Company conveyed all of its oil and gas leasehold operating rights and working interests in the oil and gas leases described on Exhibit "A", insofar only as said lease covers the following described lands:

Township 29 North, Range 107 West, 6th P.M.
Section 19: Lots 1 (40.60), 2 (40.58), E/2NW/4, SE/4
Section 20: NW/4
Section 28: SE/4
Section 29: NW/4, SE/4
Section 32: NW/4, SE/4
Section 33: NW/4, SE/4

Township 29 North, Range 108 West, 6th P.M.
Section 3: SW/4NW/4, SW/4, SW/4SE/4
Section 13: SW/4NW/4, SW/4, S/2SE/4
Section 15: NW/4, SE/4
Section 22: NW/4, SE/4
Section 25: NW/4, SE/4

said lands being hereinafter referred to as the "SOCO Checkerboard"; and

WHEREAS, said assignment reserved a 7.5% of 8/8ths overriding royalty interest in the SOCO Checkerboard lands, inclusive of all pre-existing overriding royalty interests which pre-existing overriding royalties totalled 5.7325% of 8/8ths; and

WHEREAS, by virtue of the SOCO Assignment, McMurry retained 1.7675% of 8/8ths overriding royalty in the aforementioned oil and gas leases insofar as they cover the SOCO Checkerboard; and

259417

RECORDED Oct. 30 1996 12:50
IN BOOK 103 046 PAGE 725
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

WHEREAS, by virtue of the following instrument designated "Conveyance, Assignment, Bill of Sale and Stipulation of Interest", McMurry Oil Company conveyed an undivided 50.50% of its remaining oil and gas leasehold interest in all of the lands described on Exhibit "A" to Edward M. Warner 2.0%, Nerd Enterprises, Inc. 24.75%, and Fort Collins Consolidated Royalties, Inc. 23.75%:

Date Recorded	Book/Page
March 8, 1995	101 O&G Page 97; and

WHEREAS, by virtue of the document referred to in the foregoing paragraph (the "McMurry Stipulation"), McMurry Oil Company purportedly conveyed an undivided 50.50% of its retained 1.7675% overriding royalty interest in the SOCO Checkerboard together with an undivided 50.50% of the entire oil and gas leasehold estate in the remaining lands described on Exhibit "A", said exhibit being attached hereto and incorporated herein; and

WHEREAS, the McMurry Stipulation was not intended to convey any overriding royalty interest in the SOCO Checkerboard lands; and

WHEREAS, by Conveyance, Assignment and Bill of Sale dated effective as of January 1, 1995 and recorded in the records of Sublette County, Wyoming, on March 9, 1995 in Book 101 of O&G at Page 160, Nerd Enterprises, Inc. conveyed an undivided one-half of all of its interest in the oil and gas leases described on Exhibit "A" to Fort Collins Consolidated Royalties, Inc.; and

WHEREAS, the parties desire to stipulate as to the ownership of the overriding royalty interests reserved by McMurry in the SOCO Checkerboard lands by virtue of the SOCO Assignment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, it is hereby stipulated and agreed that that certain 1.7675% overriding royalty interest reserved by McMurry Oil Company in the oil and gas leases described on Exhibit "A", insofar only as they cover the SOCO Checkerboard lands, are owned by the parties hereto in the following manner:

Nerd Enterprises, Inc.	24.51% or 0.43321% of 8/8ths
Fort Collins Consolidated Royalties, Inc.	71.53% or 1.26430% of 8/8ths
Edward M. Warner	3.96% or 0.06999% of 8/8ths

Each of the parties hereto hereby grants and conveys to the others such overriding royalty interests in the leases described on Exhibit "A", insofar only as said leases cover the SOCO Checkerboard lands, as may be necessary to establish the ownership of the overriding royalty reserved by McMurry in the SOCO

Assignment in the manner st forth above. Further, each of the parties hereto hereby covenants and agrees to execute and deliver to each other such other conveyances and take such other actions as may be necessary to implement the intent of the stipulation.

IN WITNESS WHEREOF, this instrument may be executed in multiple counterparts and shall become effective when this instrument or an identical counterpart hereof has been executed by each of the above-named parties.

DONE the day and year first above written.

McMURRY OIL COMPANY,
a Wyoming corporation

John W. Martin, President

NERD ENTERPRISES, INC.,
a Wyoming corporation

Mick McMurry, President

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

William R. Weeks
Executive Vice-President

EDWARD M. WARNER, an individual

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

SUBSCRIBED AND SWORN to before me by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 20th day of September, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

10/5/98

Kay A. Kisner
Notary Public
Address: [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 8th day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 16th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

10/10/98

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 17th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Feb 17, 1997

NOTARY PUBLIC

Notary Public
Address: 1600 Wynkoop St. 15th Floor
Denver, CO 80202

c:\wpdata\smt\mcmurry\warnstip.ori

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-126676	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 33: N/2NE/4, NW/4, S/2	560.00	88	471
WYW-134684	McMurry Oil Company	05/01/92	Township 29 North, Range 107 West, 6th P.M. Section 32: All	640.00	88	471
WYW-126677	McMurry Oil Company	05/01/92	Township 29 North, Range 108 West, 6th P.M. Section 3: SW/4NW/4, SW/4, SW/4SE/4 Section 11: SW/4NW/4, SW/4, SW/4SE/4 Section 13: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4NW/4, SW/4, SW/4SE/4	1080.00	88	470
WYW-127192	McMurry Oil Company	07/01/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2W/2 Section 20: NW/4, N/2SW/4, SE/4SW/4 Section 28: S/2 Section 29: All	1882.32	88	741
WYW-127749	McMurry Oil Company	11/01/92	Township 29 North, Range 108 West, 6th P.M. Section 15: All Section 22: All Section 25: All Section 26: All	2560.00	92	198

736

ASSIGNMENT OF OVERRIDING ROYALTY AND STIPULATION OF INTERESTS

This instrument is made and entered into this 16th day of September, 1996, among **McMurry Oil Company**, a Wyoming corporation, with an address of P.O. Box 220, Casper, Wyoming 82602, **Nerd Enterprises, Inc.**, a Wyoming corporation, with an address of P.O. Box 220, Casper, Wyoming 82602, **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82001; and **Edward M. Warner**, an individual, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado 80202.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Assignment of Bill of Sale (the "SOCO Assignment") dated effective as of June 1, 1994 and recorded in the records of Sublette County, Wyoming, on July 12, 1994 in Book 97 of O&G at Page 371, McMurry Oil Company conveyed all of its oil and gas leasehold operating rights and working interest in the oil and gas lease described on Exhibit "A", insofar only as said lease covers the following described lands:

Township 29 North, Range 107 West, 6th P.M.
Section 10: SE/4
Section 15: NW/4, SE/4
Section 17: NW/4, SE/4
Section 20: SE/4
Section 21: NW/4, SE/4
Section 22: NW/4, SE/4
Section 23: NW/4, SE/4
Section 27: NW/4, SE/4
Section 28: NW/4

said lands being hereinafter referred to as the "SOCO Checkerboard"; and

WHEREAS, said assignment reserved a 7.5% of 8/8ths overriding royalty interest in the SOCO Checkerboard lands, inclusive of all pre-existing overriding royalty interests which pre-existing overriding royalties totalled 7.2475% of 8/8ths; and

WHEREAS, by virtue of the SOCO Assignment, McMurry retained 0.2525% of 8/8ths overriding royalty in the aforementioned oil and gas leases insofar as it covers the SOCO Checkerboard; and

WHEREAS, by virtue of the following instrument designated "Conveyance, Assignment, Bill of Sale and Stipulation of Interest", McMurry Oil Company conveyed an undivided 50.50% of its remaining oil and gas leasehold interest in all of the lands described on

259418

RECORDED Oct. 30 19 96 12:30 M
IN BOOK 103046 PAGE 231
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Exhibit "A" to Edward M. Warner 2.0%, Nerd Enterprises, Inc. 24.75%, and Fort Collins Consolidated Royalties, Inc. 23.75%:

Date Recorded	Book/Page
March 8, 1995	101 O&G Page 53; and

WHEREAS, by virtue of the document referred to in the foregoing paragraph (the "McMurry Stipulation"), McMurry Oil Company purportedly conveyed an undivided 50.50% of its retained 0.2525% overriding royalty interest in the SOCO Checkerboard together with an undivided 50.50% of the entire oil and gas leasehold estate in the remaining lands described on Exhibit "A", said exhibit being attached hereto and incorporated herein; and

WHEREAS, the McMurry Stipulation was not intended to convey any overriding royalty interest in the SOCO Checkerboard lands; and

WHEREAS, by Conveyance, Assignment and Bill of Sale dated effective as of January 1, 1995 and recorded in the records of Sublette County, Wyoming, on March 9, 1995 in Book 101 of O&G at Page 160, Nerd Enterprises, Inc. conveyed an undivided one-half of all of its interest in the oil and gas lease described on Exhibit "A" to Fort Collins Consolidated Royalties, Inc.; and

WHEREAS, the parties desire to stipulate as to the ownership of the overriding royalty interests reserved by McMurry in the SOCO Checkerboard lands by virtue of the SOCO Assignment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, it is hereby stipulated and agreed that that certain 0.2525% overriding royalty interest reserved by McMurry Oil Company in the oil and gas lease described on Exhibit "A", insofar only as it covers the SOCO Checkerboard lands, is owned by the parties hereto in the following manner:

Nerd Enterprises, Inc.	24.51% or 0.06189% of 8/8ths
Fort Collins Consolidated Royalties, Inc.	71.53% or 0.18061% of 8/8ths
Edward M. Warner	3.96% or 0.01000% of 8/8ths

Each of the parties hereto hereby grants and conveys to the others such overriding royalty interests in the lease described on Exhibit "A", insofar only as said lease covers the SOCO Checkerboard lands, as may be necessary to establish the ownership of the overriding royalty reserved by McMurry in the SOCO Assignment in the manner st forth above. Further, each of the parties hereto hereby covenants and agrees to execute and deliver to each other such other conveyances and take such other actions as may be necessary to implement the intent of the stipulation.

IN WITNESS WHEREOF, this instrument may be executed in multiple counterparts and shall become effective when this instrument or an identical counterpart hereof has been executed by each of the above-named parties.

DONE the day and year first above written.

McMURRY OIL COMPANY,
a Wyoming corporation

John W. Martin, President

NERD ENTERPRISES, INC.,
a Wyoming corporation

Mick McMurry, President

FORT COLLINS CONSOLIDATED ROYALTIES, INC.,
a Colorado corporation

William R. Weeks
Executive Vice-President

EDWARD M. WARNER, an individual

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

SUBSCRIBED AND SWORN to before me by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 20th day of September, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

10/5/98

Kay A. Kisner
Notary Public
Address: [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by Mick McMurry as President of Nerd Enterprises, Inc., a Wyoming corporation., on behalf of the corporation, this 8th day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

JAMES W. CURRY Notary Public
County of NATRONA State of Wyoming
My commission Expires JAN.23 1999

James W. Curry
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me by William R. Weeks as Executive Vice-President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 16th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

10/5/98

Kay A. Kisner
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 17th day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
March 17, 1997

NOTARY PUBLIC STATE OF COLORADO

Notary Public
Address: 1000 Walnut, 1515 Lawrence St.
Denver, Co. 80202

EXHIBIT "A"

LEASE SCHEDULE
COUNTY OF SUBLETTE
STATE OF WYOMING

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Page
WYW-120908	USA	L.M. Grace, Jr.	08/01/90	Township 29 North, Range 107 West, 6th P.M. Section 10: S/2 Section 15: All Section 17: All Section 20: E/2 Section 21: All Section 22: All Section 23: All Section 27: All Section 28: N/2	4800.00	88	717

736