Form 3000.3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-133758

Lease Effective Date
(Anniversary Date)
October 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street YATES DRILLING COMPANY 2.8333334%
City, State, ZIP Code 105 South Fourth Street
Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 27 North - Range 108 West, 6th P.M. Section 19: SE/4; Section 20: NW/4; Section 32: N/2; Section 33: W/2; Section 34: S/2 Containing 1280.00 acres, more or less Sublette County, Wyoming	33.3333333%	33.3333333%	-0-	-0-	-0-

259531

RECORDED Nov. 6 1996 8:00 AM
BOOK 104 PAGE 1
FEES $ 8.00 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

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.

MYCO INDUSTRIES, INC. 2.8333333%
ABO PETROLEUM CORPORATION 3.0000000%
WEED OIL & GAS .4166666%
SHARBRO OIL LTD CO. .3333333%
ESTATE OF LILLIE M. YATES .3333333%
LOS CHICOS .5000000%
MARICO EXPLORATION, INC. .2500000%
YATES PETROLEUM CORPORATION 6.1666667%
105 SOUTH FOURTH STREET
ARTESIA, NEW MEXICO 88210

ANDEX PARTNERS 16.6666667%
1001 FANNIN, SUITE 2000
HOUSTON, TEXAS 77002-6709

STATE OF TEXAS }
}ss.
COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me this 10th day of October, 1996 by Rodney J. Eichler, Attorney-In-Fact for APACHE CORPORATION, a Delaware Corporation, on behalf of said corporation

NANETTE L. BENTON
Notary Public, State of Texas
My Commission Expires 06-14-98

Nanette L. Benton
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 th laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the Unite States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under th laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain an acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordanc with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment ar otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamatio requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of th Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease 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 10th day of October, 19 96

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

Assignor _____ (Signature)
or
Attorney-in-fact Rodney Eichler (Signature)
RODNEY J. EICHLER
2000 Post Oak Blvd., Suite 100
(Assignor's Address)
Houston, Texas 77056-4400
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

YATES DRILLING COMPANY

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

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

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

ASSIGNMENT OF OIL AND GAS LEASES

Big West Oil & Gas Inc., 333 West Center Street, North Salt Lake, Utah 84054, hereinafter called "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and convey unto Dual Resources, Inc., 168 Parkview Avenue, Golden, Colorado 80401, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the certain oil and gas lease described as follows:

LEASE NUMBER:	WY578005
LEASE DATE:	August 4, 1994
LESSOR:	Steele Ranches Partnership
LESSEE:	Dual Resources, Inc.
BOOK/PAGE	99/404
COUNTY:	Sublette
DESCRIPTION:	Township 34 North, Range 109 West, 6th P.M. Section 30: Lots 2(33.76), 3(33.88), SWNE, SENW Township 34 North, Range 110 West, 6th P.M. Section 25: NENE, S2NE, S2NW, SW, W2SE, NESE Containing 627.64 acres, more or less

LEASE NUMBER:	WY578011
LEASE DATE:	August 4, 1994
LESSOR:	Fred E. Shriver and Erma D. Shriver, husband and wife, as tenants by the entirety, individually and as Trustees of the Shriver Family Revocable Living Trust, dated May 19, 1994
LESSEE:	Dual Resources, Inc.
BOOK/PAGE	99/408
COUNTY:	Sublette
DESCRIPTION:	Township 34 North, Range 109 West, 6th P.M. Section 21: SW, W2SE Section 28: NWNW, S2NW, NESW Section 29: SWNW, SW, except portions of conveyed parcels Section 30: Lot 1(38.63), SENE, E2SE, and South 18 acres of the NENE, SWSE Section 31: NE Section 32: NWNW Township 34 North, Range 110 West, 6th P.M. Section 24: SE Section 25: NWNE Containing 1,100.00 acres, more or less

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RDED Nov. 6 1996 8:30AM
BOOK 104 OR6 PAGE 3
10.00 COUNTY CLERK
LITE COUNTY, PINEDALE WYOMING
By Cathy Saxton

LEASE NUMBER:	WY578012
LEASE DATE:	January 23, 1995
LESSOR:	David D. Maytag and Betty A. Maytag, husband and wife
LESSEE:	Dual Resources, Inc.
BOOK/PAGE	101/187
COUNTY:	Sublette
DESCRIPTION:	Township 33 North, Range 109 West, 6th P.M. Section 10: SW Section 15: NW, W2E2 Containing 206.46 acres, more or less

This assignment is made without warranty of title, either expressed or implied, and is made:

1. Subject to all royalties, overriding royalties and other burdens upon the lease existing as of the date hereof; and

2. Subject to all provisions of the lease.

This Assignment shall inure to the benefit of and be binding upon the heirs, devisees, legal representatives, successors and assigns of the parties hereto.

Executed this 13th day of September, 1996.

BIG WEST OIL & GAS INC.

By: _____

Marvin D. Brittenham, Vice President-Exploration

"Assignor"

DUAL RESOURCES, INC.

By: Mark S Wolfe

Title: PRESIDENT

"Assignee"

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 13th day of September, 1996, personally appeared before me, Marvin D. Brittenham, who, being by me duly sworn, did say that he is the Vice President-Exploration of Big West Oil & Gas Inc., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Marvin D. Brittenham acknowledged to me that said corporation executed the same.

My commission expires:

7-20-97

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
July 20, 1997
LaVonne J. Garrison-Stringer
333 West Center Street
North Salt Lake, Utah 84054

LaVonne Garrison-Stringer
Notary Public

Residing at Salt Lake City, UT

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of September, 1996, by Mark S Wallace as President of Dual Resources, Inc., a corporation.

My commission expires:

NOTARY PUBLIC
STATE OF COLORADO
10-98

Debi Reagan
Notary Public

Business Address:
168 Park View Golden Co 80401

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Assignment made and entered into this 18th day of October, 1996 by and between **Gerald G. Cooper and wife, Shirley J. Cooper**, whose address is 1200 Lakeway Drive, Ste. 12, Austin, Texas 78734, hereinafter called Assignors, and **Monty D. McLane**,whose address is P. O. Box 9451, Midland, Texas 79708 and **Mack H. Wooldridge, dealing in his sole and separate property and estate**, whose address is P. O Drawer 1846, Albany, Texas 76430, hereinafter called Assignees;

WITNESSETH: The undersigned for and in consideration of the sum of $10.00 and other good and valuable consideration to Assignors in hand paid by Assignees, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over, and convey unto Assignees, in the proportion of 50% each, their heirs, personal representatives, successors and assigns an overriding royalty interest equal to the interests shown on Exhibit "A", attached hereto and made a part hereof, of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved, and marketed from the leases insofar as same cover the lands described on said Exhibit "A".

Said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States under the terms of said Leases are computed and paid; and Assignees shall be responsible for Assignees' proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land. If said Leases cover less than the entire mineral estate in a tract of land described on the attached Exhibit "A", then the overriding royalty interests hereby conveyed to Assignees shall be reduced proportionately as to said Leases under the tract of land where the entire mineral estate is not covered.

TO HAVE AND TO HOLD said interest unto Assignees, their heirs, personal representatives, successors and assigns forever. For the same consideration Assignors covenant with and warrant to said Assignees that said overriding royalty interests are in good standing, that they are free and clear of all liens and encumbrances and that Assignors will warrant and forever defend the title thereto unto said Assignees, their heirs, personal representatives, successors and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this Assignment is executed the day and year first hereinabove written, but shall be effective for production purposes as of October 1, 1996.

Gerald G. Cooper

Gerald G. Cooper

Shirley J. Cooper

Shirley J. Cooper, wife of Gerald G. Cooper

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RECORDED Nov. 6 1996 9:35 A.M.
BOOK 104 O&G PAGE 6
FEES $ 39.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

State of Texas
County of Midland

The foregoing instrument was acknowledged before me this 18 day of October, 1996, by Gerald G. Cooper and wife, Shirley J. Cooper.

My Commission Expires:
8-4-98

Janice D Firkins

Notary Public

JANICE FIRKINS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 08-04-98

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated October 18th, 1996 between Gerald G. Cooper and wife, Shirley J. Cooper, as Assignors and Monty D. McLane and Mack Wooldridge as Assignees.

Land Description	Federal Lease #	ORR Being Conveyed
Sweetwater County, Wyoming:		
T-23-N, R-106-W		
Section 6 - All (Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4)	WYW-106146	2%
Section 20 - All	WYW-128802 (out ot 106146)	2%
Section 29 - N/2	WYW-101746	2%
T-24-N, R-106-W		
Section 22 - SE/4 Section 23 - W/2 Section 25 - NW/4 Section 26 - NE/4, W/2 Section 27 - E/2, E/2NW/4, SW/4NW/4, SW/4 Section 28 - S/2SE/4	WYW-106147	2%
Section 18 - Lot 2, S/2NE/4, SE/4NW/4	WYW-101747	2%
T-25-N, R-106-W		
Section 7 - N/2NE/4 Section 18 - NW/4SE/4 Section 19 - S/2NE/4 Section 30 - NW/4NE/4	WYW-106148	2%
Section 7 - Lot 3, E/2NW/4 Section 30 - SE/4NW/4	WYW-105474	2%
Section 30 - N/2SE/4	WYW-102709	2%
Section 30 - SE/4NE/4	WYW-100887	2%
T-25-N, R-107-W		
Section 1 - SE/4NE/4, SW/4NW/4 Section 3 - NW/4SE/4 Section 10 - NW/4SE/4 Section 11 - W/2SW/4, N/2NE/4 Section 14 - SW/4SE/4	WYW-105480	2%
Section 1 - NE/4SE/4 Section 2 - S/2SW/4	WYW-101756	2%

T-25-N, R-107-W		
Section 1 - Lot 3	WYW-117446	2%
Section 2 - N/2SE/4	WYW-100895	2%
Section 13 - S/2SE/4		
T-26-N, R-105-W		
Section 4 - All	WYW-107020	2%
T-26-N, R-106-W		
Section 14 - All	WYW-126770	.75%
Section 10 - W/2	WYW-134776 (out of 126770)	.75%
T-26-N, R-107-W		
Section 14 - All	WYW-107032	2%
Section 15 - All		
Section 21 - All		
Section 22 - All		

Sublette County, Wyoming:

T-27-N, R-106-W		
Section 1 - All	WYW -101748	2%
Section 2 - All (Lots 1-4, S/2N/2, S/2)	WYW -104165	2%
Section 3 - All (Lots 1-4, S/2N/2, S/2)		
Section 12 - All		
Section 4 - All (Lots 1-4, S/2N/2, S/2)	WYW-134694 (out of 104165)	2%
Section 5 - All (Lots 1, 5-11, S/2)		
Section 13 - All	WYW -102710	2%
Section 21 - N/2, N/2S/2	WYW -104166	2%
Section 22 - N/2, N/2S/2		
Section 23 - N/2, N/2S/2		
Section 24 - NW/4		
Section 20 - W/2, W/2SE/4	WYW -126771	1%
Section 21 - S/2SE/4, SE/4SW/4		
Section 22 - S/2S/2		
Section 23 - S/2SW/4		
Section 25 - NW/4, N/2SE/4, SE/4SE/4, W/2SW/4, SE/4SW/4		
Section 26 - N/2, N/2SE/4, SE/4SE/4, NE/4SW/4		
Section 29 - All	WYW -128780	1%
Section 30 - All (Lots 1-4, E/2W/2, E/2)		
Section 31 - All (Lots 1-4, E/2W/2, E/2)		
Section 32 - All		
T-27-N, R-107-W		
Section 13 - All	WYW -128335	1%
Section 24 - All		
Section 28 - All		
Section 34 - All		
Section 22 - All	WYW -127855	1%
Section 25 - All		
Section 26 - S/2, NE/4, N/2NW/4, SE/4NW/4		

[redacted] [redacted] [redacted]

T-27-N, R-107-W Section 27 - All	WYW -127855 (continued)	1%
Section 35 - All	WYW -106153	2%
T-28-N, R-106-W Section 20 - NE/4 Section 21 - All	WYW -107025	2%
Section 19 - NE/4 Section 20 - NW/4, E/2SW/4, SE/4 Section 28 - W/2 Section 29 - NE/4	WYW-134696 (out of 104168)	2%
T-28-N, R-107-W Section 1 - S/2 Section 2 - Lots 1, 2, S/2 Section 12 - All	WYW -104179	2%
Section 3 - Lots 2, 3, S/2 Section 10 - All Section 11 - All Section 13 - All Section 14 - E/2 Section 23 - NE/4 Section 24 - N/2, SW/4, N/2SE/4, SW/4SE/4	WYW -104180	2%
Section 26 - W/2, SE/4 Section 27 - E/2	WYW -104181	2%
Section 35 - All	WYW-134682 (out of 104181)	2%
T-28-N, R-107-W Section 14 - W/2 Section 15 - All Section 22 - All	WYW-104799	2%
Section 1 - Lots 3, 4 Section 4 - Lot 2, SW/4, E/2SE/4 Section 5 - Lots 1, 2 Section 9 - All **T-29-N, R-107-W** Section 34 - N/2	WYW -104800	2%
T-28-N, R-107-W Section 6 - All (Lots 1, 5 - 9, NE/4SE4, S/2SE/4) Section 7 - E/2 Section 8 - All Section 21 - All Section 28 - All	WYW -108079	2%
T-29-N, R-107-W Section 34 - E/2SW/4, SE/4 Section 35 - All	WYW -104182	2%

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned John P. Lockridge 1801 Broadway, Suite 1250, Denver, CO 80202 (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto Gerald G. Cooper, 1200 Lakeway Drive, #12, Austin, TX 78734 of , (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1.50% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

WYW-126771

Township 27 North - Range 106 West, 6th P.M.
Section 20: W½, W½SE¼
Section 21: SE¼SW¼, S½SE¼
Section 22: S½S½
Section 23: S½SW¼
Section 25: NW¼, W½SW¼, SE¼SW¼, N½SE¼, SE¼SE¼
Section 26: N½, NE¼SW¼, N½SE¼, SE¼SE¼

Sublette County, Wyoming
Containing 1640.00 acres, more or less

259534

RECORDED Nov. 6 1996 9:35 AM
BOOK 104 O+G PAGE 10
FEE $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Euston

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

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

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 9th day of October, 19 96 but effective as of November 1, 1994.

John P. Lockridge

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

The foregoing instrument was acknowledged before me this 9th day of October, 19 96, by John P. Lockridge

Witness my hand and notarial seal.

My commission expires 11/5/97

Notary Public

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 leases described on Exhibit "A", insofar only as said leases cover the following described lands:

BLOCK A

Township 27 North, Range 107 West, 6th P.M.
Section 8: SW/4SE/4
Section 16: NW/4, SE/4
Section 36: NW/4, SE/4

Township 27 North, Range 106 West, 6th P.M.
Section 7: SE/4SW/4
Section 17: SW/4NW/4
Section 18: NW/4NE/4, SE/4NE/4
Section 20: W/2NE/4, SE/4NE/4, E/2SE/4
Section 21: SW/4SW/4
Section 25: NE/4SW/4, SW/4SE/4
Section 28: N/2NW/4

BLOCK B

Township 28 North, Range 107 West, 6th P.M.
Section 16: NW/4, SE/4
Section 24: SE/4SE/4
Section 25: E/2NE/4, SE/4SE/4

Township 28 North, Range 108 West, 6th P.M.
Section 36: NW/4, SE/4

Township 28 North, Range 109 West, 6th P.M.
Section 36: NW/4, SE/4

259634

RECORDED Nov. 14 1996 M 9:30Am
IN BOOK 106 PAGE 11
FEES $ 28.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

BLOCK C

Township 29 North, Range 107 West, 6th P.M.
Section 14: NE/4SE/4
Section 16: NW/4, SE/4

Township 29 North, Range 108 West, 6th P.M.
Section 16: NW/4, SE/4

Township 30 North, Range 108 West, 6th P.M.
Section 36: NW/4, SE/4

BLOCK D

Township 28 North, Range 109 West, 6th P.M.
Section 16: NE/4, SW/4

Township 29 North, Range 109 West, 6th P.M.
Section 16: NE/4, SW/4
Section 36: NE/4, SW/4

BLOCK E

Township 28 North, Range 110 West, 6th P.M.
Section 16: NE/4, SW/4

Township 30 North, Range 108 West, 6th P.M.
Section 16: SW/4

Township 30 North, Range 109 West, 6th P.M.
Section 36: NE/4, SW/4

Township 30 North, Range 110 West, 6th P.M.
Section 36: NE/4, SW/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 existing royalty and overriding interests and payments out of production to the extent that said interests exceed in the aggregate more than 12.5% of 8/8ths; and

WHEREAS, with respect to each of the oil and gas leases described on Exhibit "A" the total of said existing lease burdens was 19.326666% of 8/8ths; and

WHEREAS, by virtue of the SOCO Assignment, McMurry retained 0.673334% of 8/8ths overriding royalty in the aforementioned oil and gas leases insofar as they cover 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 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 71; 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 0.673334% 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 0.673334% overriding royalty interest reserved by McMurry Oil Company in each of the oil and gas leases described on Exhibit "A", insofar only as they cover the SOCO Checkerboard lands, is owned by the parties hereto in the following manner:

Nerd Enterprises, Inc.	24.51% or 0.165034% of 8/8ths
Fort Collins Consolidated Royalties, Inc.	71.53% or 0.481636% of 8/8ths
Edward M. Warner	3.96% or 0.026664% 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 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 21ST 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 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 21st 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 Colorado)
CITY AND)
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 1st day of November, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

NOTARY PUBLIC STATE OF COLORADO KAY A. KISNER
11/15/98

Kay A. Kisner
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

30th SUBSCRIBED AND SWORN to before me by Edward M. Warner, this day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

7, 1997

Notary Public
Address: 1700 WRITER SQ
DENVER CO. 80202

c:\wpdata\smt\mcmurry\warnst14.ori(10/10/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book/Page
ST WY 92-00189	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 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. Section 16: All	640.00	88/439
ST WY 92-00192	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: All	640.00	88/441
ST WY 92-00193	State of Wyoming	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 16: All	640.00	88/442
ST WY 92-00194	State of Wyoming	McMurry Oil Company	04/02/92	Township 28 North, Range 107 West, 6th P.M. Section 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. Section 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. Section 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. Section 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. Section 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. Section 36: All	640.00	88/448
ST WY 92-00200	State of Wyoming	McMurry Oil Company	04/02/92	Township 30 North, Range 109 West, 6th P.M. Section 36: All	640.00	88/449
ST WY 92-00201	State of Wyoming	McMurry Oil Company	04/02/92	Township 28 North, Range 110 West, 6th P.M. Section 16: All	640.00	88/450
ST WY 92-00412	State of Wyoming	McMurry Oil Company	12/01/92	Township 28 North, Range 108 West, 6th P.M. Section 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. Section 16: All	640.00	92/273

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book/Page
ST WY 93-00114	State of Wyoming	McMurry Oil Company	03/01/93	Township 30 North, Range 110 West, 6th P.M. Section 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. Section 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. Section 36: All	640.00	96/5
ST WY 94-00148	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: All	640.00	96/[illegible]
ST WY 94-00147	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4SW/4 Township 29 North, Range 107 West, 6th P.M. Section 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. Section 7: SE/4SW/4 Section 17: SW/4NW/4 Section 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. Section 20: W/2NE/4; SE/4NE/4; E/2SE/4 Section 21: SW/4SW/4 Section 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. Section 25: NE/4SW/4; SW/4SE/4	80.00	99/198

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 leases described on Exhibit "A", insofar only as said leases cover the following described lands:

BLOCK A

Township 27 North, Range 108 West, 6th P.M.
Section 6: Lots 3(39.97), 4(37.00), 5(36.95), SE/4NW/4, SE/4

Township 27 North, Range 109 West, 6th P.M.
Section 11: NW/4
Section 19: SE/4
Section 23: W/2W/2

BLOCK B

Township 28 North, Range 108 West, 6th P.M.
Section 12: NW/4, SE/4
Section 13: NW/4, SE/4
Section 14: NW/4, SE/4
Section 24: NW/4, SE/4

259635

RECORDED Nov. 14, 1996 M 9:30 Am
IN BOOK 104 O&G PAGE 19
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

BLOCK E

Township 30 North, Range 109 West, 6th P.M.
Section 29: NE/4, SW/4
Section 31: Lots 3(47.17), 4(47.10), E/2SW/4, NE/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 they cover 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 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 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 0.2525% overriding royalty interest reserved by McMurry Oil Company in each of the oil and gas leases described on Exhibit "A", insofar only as they cover 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 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 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 16th day of SEPTEMBER, 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 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 16th day of SEPTEMBER, 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 Colorado)
CITY AND)
COUNTY OF Denver) ss.

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 1st day of November, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

NOTARY PUBLIC STATE OF COLORADO KAY A. KISNER

Kay A. Kisner
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 30th day of OCTOBER, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

July 17, 1997

Notary Public
Address: 1200 Welton St.
Denver Co, 80202

c:\wpdata\smt\mcmurry\warnsti3.ori(10/9/96)

EXHIBIT "A"
LEASE SCHEDULE

ame/	Lessor	Lessee	Lease Date	Description	Acres	Recording Book Page
8	USA	Conoco, Inc.	07/01/85	Township 30 North, Range 109 West, 6th P.M. Section 29: All Section 31: Lots 1-4, E/2, E/2W/2	1308.82	88/399
6	USA	Liberty Petroleum Corporation	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 12: All Section 13: All Section 24: All	1920.00	88/403
1	USA	Liberty Petroleum Corporation	10/01/87	Township 28 North, Range 108 West, 6th P.M. Section 14: N/2, N/2SW/4, SE/4SW/4, SE/4	600.00	88/405
348	USA	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4NE/4, W/2 Section 23: W/2W/2	520.00	96/554
508	USA	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1-7 Section 6: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4	627.56	96/556
14	USA	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 3,4, E/2SW/4, SE/4	295.68	96/558

84

ASSIGNMENT OF OVERRIDING ROYALTY AND STIPULATION OF INTERESTS

This instrument is made and entered into this 21st day of October, 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 leases cover the following described lands:

BLOCK A

Township 27 North, Range 107 West, 6th P.M.
Section 4: Lots 3(39.75), 4(39.74), S/2NW/4, SE/4
Section 5: Lots 3(39.65), 4(39.62), S/2NW/4, SE/4
Section 6: Lots 3(39.85), 4(37.26), 5(37.37), SE/4NW/4, SE/4
Section 7: Lots 1(37.37), 2(37.29), E/2NW/4, SE/4
Section 8: NW/4, N/2SE/4, SE/4SE/4
Section 9: NW/4, SE/4
Section 10: NW/4, SE/4
Section 14: NW/4, SE/4
Section 15: NW/4, SE/4
Section 16: NW/4, SE/4
Section 17: NW/4, N/2SE/4
Section 18: Lots 1(37.10), 2(37.07), E/2NW/4, SE/4
Section 19: Lots 1(36.94), 2(36.87), E/2NW/4, SE/4
Section 20: NW/4, SE/4
Section 21: NW/4, SE/4
Section 23: NW/4, SE/4

Township 27 North, Range 108 West, 6th P.M.
Section 1: Lots 3(39.32), 4(39.04), S/2NW/4, SE/4
Section 4: Lots 3(40.02), 4(40.18), S/2NW/4, SE/4
Section 5: Lots 3(40.08), 4(40.00), S/2NW/4, SE/4
Section 8: NW/4, SE/4
Section 12: NW/4, SE/4
Section 17: SW/4
Section 18: Lots 1(37.29), 2(37.31), E/2NW/4
Section 19: Lots 1(37.42), 2(37.54), E/2NW/4
Section 20: SE/4

259636

RECORDED Nov. 14 1996 M 9:30A
IN BOOK 104 Off PAGE 25
FEES $ 64.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

BLOCK B

Township 28 North, Range 107 West, 6th P.M.
Section 5: SE/4
Section 17: NW/4, SE/4
Section 18: Lots 1(37.27), 2(37.29), E/2NW/4, SE/4

Township 28 North, Range 108 West, 6th P.M.
Section 1: Lots 1(41.45), 2(41.26), S/2SE/4
Section 23: NW/4, SE/4
Section 25: NW/4, SE/4
Section 26: NW/4, SE/4
Section 27: NW/4, SE/4
Section 28: NW/4, SE/4
Section 29: NW/4, SE/4
Section 30: Lots 1(36.59), 2(36.65), E/2NW/4, SE/4
Section 31: Lots 1(36.83), 2(36.89), E/2NW/4, SE/4
Section 33: NW/4, SE/4
Section 34: NW/4, SE/4
Section 35: NW/4, SE/4

BLOCK C

Township 29 North, Range 108 West, 6th P.M.
Section 9: NW/4, SE/4
Section 10: NW/4, SE/4
Section 14: NW/4, SE/4
Section 17: NW/4, SE/4
Section 20: NW/4, SE/4

BLOCK D

Township 28 North, Range 109 West, 6th P.M.
Section 2: Lots 3(29.89), 4(31.95), S/2SW/4
Section 3: Lots 3(38.57), 4(40.80), S/2SW/4
Section 11: NE/4, SW/4

Township 29 North, Range 108 West, 6th P.M.
Section 18: Lots 3(34.08), 4(34.48), E/2SW/4, NE/4
Section 19: Lots 3(36.10), 4(36.68), E/2SW/4, NE/4
Section 30: Lots 3(37.86), 4(38.22), E/2SW/4, NE/4
Section 31: Lots 3(39.40), 4(39.80), E/2SW/4, NE/4

Township 29 North, Range 109 West, 6th P.M.
Section 13: NE/4, SW/4
Section 14: NE/4, SW/4
Section 15: SW/4
Section 20: NE/4, SW/4
Section 21: NE/4, SW/4
Section 22: NE/4, SW,4
Section 23: NE/4, SW/4
Section 24: NE/4, SW,4
Section 25: NE/4, SW,4
Section 26: NE/4, SW/4
Section 27: NE/4, SW/4
Section 28: NE/4, SW,4
Section 34: SW/4

BLOCK E

Township 28 North, Range 110 West, 6th P.M.
Section 5: Lots 3(47.52), 4(48.32), SW/4
Section 7: NE/4
Section 8: NE/4, SW/4

Township 29 North, Range 108 West, 6th P.M.
Section 6: Lots 1(40.04), 2(40.02), 6(30.07), 7(30.56), E/2SW/4, S/2NE/4
Section 7: Lots 3(32.22), 4(32.80), E/2SW/4, NE/4

Township 29 North, Range 109 West, 6th P.M.
Section 1: Lots 1(39.96), 2(39.89), S/2NE/4, SW/4
Section 9: NE/4, SW/4
Section 10: NE/4, SW/4
Section 12: SW/4

Township 30 North, Range 109 West, 6th P.M.
Section 3: Lot 2(39.94), SW/4NE/4
Section 10: SW/4
Section 13: NE/4NW/4
Section 18: NE/4
Section 19: Lots 3(48.61), 4(48.38), E/2SW/4, NE/4
Section 30: Lots 3(47.70), 4(47.46), E/2SW/4, NE/4
Section 32: NE/4, SW/4
Section 33: NE/4, N/2SW/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

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 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 21st 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 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 21st 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 Colorado)
CITY AND)
COUNTY OF Denver) ss.

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 1st day of November, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

1/15/98

Kay A. Kisner
Notary Public
Address: 1775 Sherman #1408
Denver, CO 80203

STATE OF Colorado)
) ss.
COUNTY OF Denver)

30th SUBSCRIBED AND SWORN to before me by Edward M. Warner, this 30th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

March 17, 1997

Notary Public
Address: 1000 Welch St
Denver Co. 80202

c:\wpdata\cm3\mcmurry\wmnst12.ori(10/4/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessee	Lease Date	Term (yrs.)	* Description	Acres	Block	Book/Page
WYW-126772	McMurry Oil Company	05/01/92		Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2-3, SW/4NE/4, N/2SE/4 Section 13: NE/4NW/4	239.56	E	88/470
WYW-127189	McMurry Oil Company	07/01/92	10	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1-4, S/2N/2, S/2 Section 5: Lots 1-4, S/2N/2, S/2 Section 7: E/2 Section 8: N/2, N/2SE/4, SE/4SE/4 Section 17: SW/4NE/4, W/2, N/2SE/4	2477.68	A	88/732
WYW-127190	McMurry Oil Company	07/01/92	10	Township 27 North, Range 107 West, 6th P.M. Section 14: All Section 23: All	1280.00	A	88/735
WYW-127191	McMurry Oil Company	07/01/92		Township 28 North, Range 107 West, 6th P.M. Section 5: S/2 Section 17: All Section 18: Lots 1-4, E/2, E/2W/2 Section 33: SW/4	1749.24	B	88/738
WYW-127853	McMurry Oil Company	12/01/92	10	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1-4, E/2W/2 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1-4, S/2N/2, S/2 Section 12: All	2215.53	A	92/200
WYW-127854	McMurry Oil Company	12/01/92	10	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2W/2 Section 20: All Section 21: All	1907.32	A	92/202
WYW-128703	McMurry Oil Company	03/01/93	10	Township 29 North, Range 108 West, 6th P.M. Section 10: All Section 14: N/2, N/2SW/4, SE/4	1200.00	C	92/12
WYW-130232	McMurry Oil Company	09/01/93	10	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, S/2SE/4 Section 11: All	783.27	D	93/321
WYW-130730	McMurry Oil Company	12/01/93	10	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1-4, S/2S/2 Section 3: Lots 1-4, S/2S/2 Section 12: All Section 13: All Township 29 North, Range 109 West, 6th P.M. Section 34: N/2NW/4, S/2	2270.62	D	94/461

31

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessee	Lease Date	Term (yrs.)	Description	Acres	Block	Book/Page
WYW-125946	High Plains Energy Co.	01/01/92		Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 22: N/2 Section 23: All	1600.00	B	88/367
WYW-125947	High Plains Energy Co.	01/01/92		Township 28 North, Range 108 West, 6th P.M. Section 26: All Section 27: All Section 28: All Section 29: All	2560.00	B	88/369
WYW-125948	High Plains Energy Co.	01/01/92	5	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1-4, E/2, E/2W/2 Section 20: All	1255.52	D C	88/371
WYW-125949	High Plains Energy Co.	01/01/92	5	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2W/2 Section 29: All Section 30: Lots 1-4, E/2, E/2W/2 Section 31: Lots 1-4, E/2, E/2W/2	2530.80	D	88/373
WYW-125952	High Plains Energy Co.	01/01/92	5	Township 29 North, Range 109 West, 6th P.M. Section 13: All Section 14: All Section 23: All Section 24: All	2560.00	D	88/379
WYW-125953	High Plains Energy Co.	01/01/92	5	Township 29 North, Range 109 West, 6th P.M. Section 15: W/2 Section 22: All	960.00	D	88/381
WYW-125954	High Plains Energy Co.	01/01/92	5	Township 29 North, Range 109 West, 6th P.M. Section 25: All	640.00	D	88/383
WYW-126100	McMurry Oil Company	01/01/92		Township 29 North, Range 108 West, 6th P.M. Section 6: All Section 7: All Township 29 North, Range 109 West, 6th P.M. Section 1: All Section 9: All Section 10: All Section 12: W/2	3446.61	E	88/452
WYW-126474	McMurry Oil Company	02/01/92	10	Township 27 North, Range 108 West, 6th P.M. Section 17: SW/4 Section 18: Lots 1-4, E/2W/2 Section 19: Lots 1-4, NE/4, E/2W/2 Section 20: NE/4, S/2	1419.68	A	88/456

32

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessee	Lease Date	Term (yrs.)	Description	Acres	Block	Book/Page
WYW-126377	McMurry Oil Company	03/01/92		Township 28 North, Range 110 West, 6th P.M. Section 5: Lots 1-4, S/2 Section 6: Lot 4, S/2SE/4 Section 7: E/2 Section 8: All	1559.79	E	88/425
WYW-126101	McMurry Oil Company	01/01/92		Township 30 North, Range 109 West, 6th P.M. Section 10: S/2 Section 18: E/2 Section 19: All Section 30: All Section 32: All Section 33: N/2, N/2S/2	3106.16	E	88/453
WYW-126473	McMurry Oil Company	02/01/92	10	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1-4, S/2N/2, S/2 Section 5: Lots 1-4, S/2N/2, S/2 Section 8: All	1920.24	A	88/455
W-104178	HPC, Inc.	06/01/87	10	Township 27 North, Range 107 West, 6th P.M. Section 9: All Section 10: All Section 15: All Section 18: Lots 1-4, E/2, E/2W/2	2548.20	A	88/397
W-118151	Home Petroleum Corp.	12/01/89		Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 1-4, S/2S/2	324.68	B	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 1-4, E/2, E/2W/2 Section 31: Lots 1-4, E/2, E/2W/2	1880.23	B	84/585
W-118153	Home Petroleum Corp.	12/01/89		Township 28 North, Range 108 West, 6th P.M. Section 25: All Section 33: All Section 34: All Section 35: All	2560.00		84/580
W-118154	Home Petroleum Corp.	12/01/89	10	Township 29 North, Range 108 West, 6th P.M. Section 9: All Section 17: All	1280.00	C	84/574
W-118163	Home Petroleum Corp.	12/01/89	10	Township 29 North, Range 109 West, 6th P.M. Section 20: All Section 21: All Section 28: All	1920.00	D	84/568
W-118164	Home Petroleum Corp.	12/01/89	10	Township 29 North, Range 109 West, 6th P.M. Section 26: All Section 27: All	1280.00	D	84/562

33

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	0.247771% of 8/8ths
Dianne E. Greene 5909 Green Meadows Drive Cheyenne, WY 82001	0.049554% 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	0.184311% 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 Leases described above, 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

259637

RECORDED Nov. 14 1996 M 9:30 Am
IN BOOK 10H 016 PAGE 34
FEES $13.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

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 Assignees, their respective successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

To the extent that any of the leases described on Exhibit "A" covers less than the full oil and gas mineral estate in and under those lands described on Exhibit "A" as being subject thereto, the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Wyoming State Land and Farm Loan Office. 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 24th day of October, 1996.

ATTEST:

Diane R. Greene
Diane R. Greene,
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: E. N. Harrison
Ed N. Harrison, President

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

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 24th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

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

c:\wpdata\smt\mcmurry\fcc-war5.ori(10/10/96)

Diane E Greene
Notary Public
Address: 5905 Hunter Meadows Dr
Cheyenne, WY 82001

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Block	Recording Book/Page
ST WY 92-00189	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: SW/4SE/4	40.00	A	88/439
ST WY 92-00190	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	A	88/439
ST WY 92-00192	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NW/4, SE/4	320.00	A	88/441
ST WY 92-00196	State of Wyoming	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NW/4, SE/4	320.00	C	88/445
ST WY 92-00198	State of Wyoming	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NW/4, SE/4	320.00	C	88/447
ST WY 92-00199	State of Wyoming	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	D	88/448
ST WY 93-00109	State of Wyoming	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	D	92/273
ST WY 93-00553	State of Wyoming	McMurry Oil Company	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	D	96/3
ST WY 94-00148	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	C	96/426
ST WY 94-00147	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 14: NE/4SE/4	40.00	C	96/424
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 7: SE/4SW/4 Section 17: SW/4NW/4 Section 18: NW/4NE/4; SE/4NE/4	160.00	A	99/194
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 20: W/2NE/4; SE/4NE/4; E/2SE/4 Section 21: SW/4SW/4 Section 28: N/2NW/4	320.00	A	99/196
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 25: NE/4SW/4; SW/4SE/4	80.00	A	99/198

[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 Leases described above, 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

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RECORDED Nov. 14 1996 M 9:30AM
IN BOOK 104046 PAGE 37
FEES $ 32.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 Assignees, their 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 24th day of October, 1996.

ATTEST:

Dianne E. Greene
Dianne E. Greene,
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: Ed N Harrison
Ed N. Harrison, President

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

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 24th day of October, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-1-98

EUGENE E. [illegible] - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Nov. 1, 1998

Dianne E Greene
Notary Public
Address: 5905 Green Meadows Dr
Cheyenne, WY 82001

c:\wpdata\smt\mcmurry\fcc-war3.ori(10/4/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book/Page
WYW-125948	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 3(34.08), 4(34.48), E/2SW/4, NE/4 Section 20: NW/4, SE/4	628.56	88/371
WYW-125949	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 3(36.10), 4(36.68), E/2SW/4, NE/4 Section 30: Lots 3(37.86), 4(38.22), E/2SW/4, NE/4 Section 31: Lots 3(39.40), 4(39.80), E/2SW/4, NE/4	948.06	88/373
WYW-125952	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 13: NE/4, SW/4 Section 14: NE/4, SW/4 Section 23: NE/4, SW/4 Section 24: NE/4, SW/4	1280.00	88/379
WYW-125953	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 15: SW/4 Section 22: NE/4, SW/4	480.00	88/381
WYW-125954	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 25: NE/4, SW/4	320.00	88/383
WYW-126474	USA	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 17: SW/4 Section 18: Lots 1(37.29), 2(37.31), E/2NW/4 Section 19: Lots 1(37.42), 2(37.54), E/2NW/4 Section 20: SE/4	629.56	88/456
WYW-126473	USA	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 3(40.02), 4(40.18), S/2NW/4, SE/4 Section 5: Lots 3(40.08), 4(40.00), S/2NW/4, SE/4 Section 8: NW/4, SE/4	960.28	88/455
W-104178	USA	HPC, INC.	06/01/87	Township 27 North, Range 107 West, 6th P.M. Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 15: NW/4, SE/4 Section 18: Lots 1(37.10), 2(37.07), E/2NW/4, SE/4	1274.17	88/397
W-118154	USA	Home Petroleum Corporation	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NW/4, SE/4 Section 17: NW/4, SE/4	640.00	84/574
W-118163	USA	Home Petroleum Corporation	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 20: NE/4, SW/4 Section 21: NE/4, SW/4 Section 28: NE/4, SW/4	960.00	84/568
W-118164	USA	Home Petroleum Corporation	12/01/89	Township 29 North, Range 109 West, 6th P.M Section 26: NE/4, SW/4 Section 27: NE/4, SW/4	640.00	84/562

39

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book/Page
WYW-127189	USA	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 3(39.75), 4(39.74), S/2NW/4, SE/4 Section 5: Lots 3(39.65), 4(39.62), S/2NW/4, SE/4 Section 7: SE/4 Section 8: NW/4, N/2SE/4, SE/4SE/4 Section 17: NW/4, N/2SE/4	1318.76	88/732
WYW-127190	USA	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NW/4, SE/4 Section 23: NW/4, SE/4	640.00	88/735
WYW-127853	USA	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 3(39.85), 4(37.26), 5(37.37), SE/4NW/4, SE/4 Section 7: Lots 1(37.37), 2(37.29), E/2NW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 3(39.32), 4(39.04), S/2NW/4, SE/4 Section 12: NW/4, SE/4	1107.50	92/200
WYW-127854	USA	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 1(36.94), 2(36.87), E/2NW/4, SE/4 Section 20: NW/4, SE/4 Section 21: NW/4, SE/4	953.81	92/202
WYW-128703	USA	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4	640.00	92/12
WYW-130232	USA	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 11: NE/4, SW/4	320.00	93/321
WYW-130730	USA	McMurry Oil Company	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 3(29.89), 4(31.95), S/2SW/4 Section 3: Lots 3(38.57), 4(40.80), S/2SW/4 Township 29 North, Range 109 West, 6th P.M. Section 34: SW/4	461.21	94/461

40

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 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 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 Leases described above, 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 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.

259639

RECORDED Nov. 14 1996 M 9:30am
IN BOOK IDH 016 PAGE 41
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Jackson

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:

Joanne E. Greene,
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks
Executive Vice-President

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

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

Kay A. Kisner
Notary Public
Address: 1775 Sherman St., #1400
Denver, CO 80203

c:\wpdata\smt\mcmurry\fcc-war4.ori(10/9/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Block	Acres	Recording Book/Page
WYW-114848	USA	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 Section 23: W/2W/2	A	320.00	96/554
WYW-115608	USA	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 3(39.97), 4(37.00), 5(36.95), SE/4NW/4, SE/4	A	313.92	96/556
WYW-120614	USA	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: SE/4	A	160.00	96/558

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 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 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 Leases described above, 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 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.

259640

RECORDED Nov. 14 1996 M 9:30 AM
IN BOOK 104 OTO PAGE 44
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathey 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 16th day of SEPTEMBER, 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 16th day of SEPTEMBER, 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\nerdwar4.ori(10/9/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Block	Acres	Recording Book/Page
WYW-114848	USA	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 Section 23: W/2W/2	A	320.00	96/554
WYW-115608	USA	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 3(39.97), 4(37.00), 5(36.95), SE/4NW/4, SE/4	A	313.92	96/[illegible]
WYW-120614	USA	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: SE/4	A	160.00	96/558

[redacted]

[redacted]

96

94

[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 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 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, 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 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.

259641

RECORDED Nov. 14 1996 M 9:30AM
IN BOOK 104 OR6 PAGE 47
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 16th day of SEPTEMBER, 1996.

ASSIGNOR:

Neil A. McMurry
NEIL A. McMURRY

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by Neil A. McMurry, this 16th day of SEPTEMBER, 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\mcmuwar2.ori(10/9/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Block	Acres	Recording Book/Page
WYW-114848	USA	James O. Breene, Jr.	01/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 Section 23: W/2W/2	A	320.00	96/554
WYW-115608	USA	James O. Breene, Jr.	03/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 3(39.97), 4(37.00), 5(36.95), SE/4NW/4, SE/4	A	313.92	96/556
WYW-120614	USA	James O. Breene, Jr.	06/15/90	Township 27 North, Range 109 West, 6th P.M. Section 19: SE/4	A	160.00	96/558

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 each of those 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 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	0.150655% 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 Leases described above, 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.

259642

RECORDED Nov. 14 1996 M
IN BOOK 104 OF 6 PAGE 150
FEES $ 13.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
9:30 Am
By Cathy Saxton

[redacted]he extent that any of t[redacted]eases described on Exhi[redacted]A" covers less than the full oil and gas mineral estate in and under those lands described on Exhibit "A" as being subject thereto, the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Wyoming State Land and Farm Loan Office. 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 21st day of OCTOBER, 1996.

ASSIGNOR:

Neil A. McMurry
NEIL A. MCMURRY

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN to before me by Neil A. McMurry, this 21st 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\mcmuwar3.ori(10/10/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Block	Recording Book/Page
ST WY 92-00189	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: SW/4SE/4	40.00	A	88/439
ST WY 92-00190	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	A	88/439
ST WY 92-00192	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NW/4, SE/4	320.00	A	88/441
ST WY 92-00196	State of Wyoming	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NW/4, SE/4	320.00	C	88/445
ST WY 92-00198	State of Wyoming	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NW/4, SE/4	320.00	C	88/447
ST WY 92-00199	State of Wyoming	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	D	88/448
ST WY 93-00109	State of Wyoming	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	D	92/273
ST WY 93-00553	State of Wyoming	McMurry Oil Company	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	D	96/3
ST WY 94-00148	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	C	96/426
ST WY 94-00147	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 14: NE/4SE/4	40.00	C	96/424
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 7: SE/4SW/4 Section 17: SW/4NW/4 Section 18: NW/4NE/4; SE/4NE/4	160.00	A	99/194
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 20: W/2NE/4; SE/4NE/4; E/2SE/4 Section 21: SW/4SW/4 Section 28: N/2NW/4	320.00	A	99/196
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 25: NE/4SW/4; SW/4SE/4	80.00	A	99/198

52

[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, **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 Assignee 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	0.165034% 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 Leases described above, 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 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 his 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.

259643

RECORDED Nov. 14 1996 M 9:30 AM
IN BOOK 104 OR 6 PAGE 53
FEES $13.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soyston

To the extent that any of the leases described on Exhibit "A" covers less than the full oil and gas mineral estate in and under those lands described on Exhibit "A" as being subject thereto, the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Wyoming State Land and Farm Loan Office. 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 21st 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 21st 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\nerdwar5.ori(10/10/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Block	Recording Book/Page
ST WY 92-00189	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 8: SW/4SE/4	40.00	A	88/439
ST WY 92-00190	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	A	88/439
ST WY 92-00192	State of Wyoming	McMurry Oil Company	04/02/92	Township 27 North, Range 107 West, 6th P.M. Section 36: NW/4, SE/4	320.00	A	88/441
ST WY 92-00196	State of Wyoming	McMurry Oil Company	04/02/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NW/4, SE/4	320.00	C	88/445
ST WY 92-00198	State of Wyoming	McMurry Oil Company	04/02/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NW/4, SE/4	320.00	C	88/447
ST WY 92-00199	State of Wyoming	McMurry Oil Company	04/02/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	320.00	D	88/448
ST WY 93-00109	State of Wyoming	McMurry Oil Company	03/01/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	D	92/273
ST WY 93-00553	State of Wyoming	McMurry Oil Company	12/02/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NE/4, SW/4	320.00	D	96/3
ST WY 94-00148	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 16: NW/4, SE/4	320.00	C	96/426
ST WY 94-00147	State of Wyoming	McMurry Oil Company	04/01/94	Township 29 North, Range 107 West, 6th P.M. Section 14: NE/4SE/4	40.00	C	96/424
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 7: SE/4SW/4 Section 17: SW/4NW/4 Section 18: NW/4NE/4; SE/4NE/4	160.00	A	99/194
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 20: W/2NE/4; SE/4NE/4; E/2SE/4 Section 21: SW/4SW/4 Section 28: N/2NW/4	320.00	A	99/196
FEE LEASE	Dunton Sheep Company	McMurry Oil Company	05/16/94	Township 27 North, Range 106 West, 6th P.M. Section 25: NE/4SW/4; SW/4SE/4	80.00	A	99/198

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 Leases described above, 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.

259644

RECORDED Nov. 14 1996 M 9:30a
IN BOOK 104 016 PAGE 560
FEES $ 32.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their 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 21st 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 21st 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\nerdwar3.ori(10/4/96)

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book/Page
WYW-125948	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 3(34.08), 4(34.48), E/2SW/4, NE/4 Section 20: NW/4, SE/4	628.56	88/371
WYW-125949	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 3(36.10), 4(36.68), E/2SW/4, NE/4 Section 30: Lots 3(37.86), 4(38.22), E/2SW/4, NE/4 Section 31: Lots 3(39.40), 4(39.80), E/2SW/4, NE/4	948.06	88/373
WYW-125952	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 13: NE/4, SW/4 Section 14: NE/4, SW/4 Section 23: NE/4, SW/4 Section 24: NE/4, SW/4	1280.00	88/379
WYW-125953	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 15: SW/4 Section 22: NE/4, SW/4	480.00	88/381
WYW-125954	USA	High Plains Energy Company	01/01/92	Township 29 North, Range 109 West, 6th P.M. Section 25: NE/4, SW/4	320.00	88/383
WYW-126474	USA	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 17: SW/4 Section 18: Lots 1(37.29), 2(37.31), E/2NW/4 Section 19: Lots 1(37.42), 2(37.54), E/2NW/4 Section 20: SE/4	629.56	88/456
WYW-126473	USA	McMurry Oil Company	02/01/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 3(40.02), 4(40.18), S/2NW/4, SE/4 Section 5: Lots 3(40.08), 4(40.00), S/2NW/4, SE/4 Section 8: NW/4, SE/4	960.28	88/455
W-104178	USA	MPC, INC.	06/01/87	Township 27 North, Range 107 West, 6th P.M. Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 15: NW/4, SE/4 Section 18: Lots 1(37.10), 2(37.07), E/2NW/4, SE/4	1274.17	88/397
W-118154	USA	Home Petroleum Corporation	12/01/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NW/4, SE/4 Section 17: NW/4, SE/4	640.00	84/574
W-118163	USA	Home Petroleum Corporation	12/01/89	Township 29 North, Range 109 West, 6th P.M. Section 20: NE/4, SW/4 Section 21: NE/4, SW/4 Section 28: NE/4, SW/4	960.00	84/568
W-118164	USA	Home Petroleum Corporation	12/01/89	Township 29 North, Range 109 West, 6th P.M Section 26: NE/4, SW/4 Section 27: NE/4, SW/4	640.00	84/562

EXHIBIT "A"
LEASE SCHEDULE

Lease Name/ Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book/Page
W[redacted]27189	USA	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 3(39.75), 4(39.74), S/2NW/4, SE/4 Section 5: Lots 3(39.65), 4(39.62), S/2NW/4, SE/4 Section 7: SE/4 Section 8: NW/4, N/2SE/4, SE/4SE/4 Section 17: NW/4, N/2SE/4	1318.76	88/732
WYW-127190	USA	McMurry Oil Company	07/01/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NW/4, SE/4 Section 23: NW/4, SE/4	640.00	88/735
WYW-127853	USA	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 3(39.85), 4(37.26), 5(37.37), SE/4NW/4, SE/4 Section 7: Lots 1(37.37), 2(37.29), E/2NW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 3(39.32), 4(39.04), S/2NW/4, SE/4 Section 12: NW/4, SE/4	1107.50	92/200
WYW-127854	USA	McMurry Oil Company	12/01/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 1(36.94), 2(36.87), E/2NW/4, SE/4 Section 20: NW/4, SE/4 Section 21: NW/4, SE/4	953.81	92/202
W[redacted]28703	USA	McMurry Oil Company	03/01/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4	640.00	92/12
WYW-130232	USA	McMurry Oil Company	09/01/93	Township 28 North, Range 109 West, 6th P.M. Section 11: NE/4, SW/4	320.00	93/321
WYW-130730	USA	McMurry Oil Company	12/01/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 3(29.89), 4(31.95), S/2SW/4 Section 3: Lots 3(38.57), 4(40.80), S/2SW/4 Township 29 North, Range 109 West, 6th P.M. Section 34: SW/4	461.21	94/461

[redacted]

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RECORDED Nov. 26, 1996 8:20a 1
BOOK 104 OR6 PAGE 60
FEES $ 20.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

THIS AMENDMENT OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of November 4, 1996, is among SHEFFIELD OPERATING COMPANY, INC., a Nevada corporation ("SOCI"), Tax I.D. No. 84-0866371, f/k/a TORCH ENERGY CORPORATION, ST OIL COMPANY, a Nevada corporation ("STOC"), Tax I.D. No. APPLIED FOR, both with an address at 1801 Broadway, Suite 600, Denver, Colorado 80202, DON MCDONALD, as trustee ("Successor Trustee"), with an address at 1740 Broadway, Denver, Colorado 80274-8699, and NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association ("Norwest"), successor in interest to NORWEST BANK DENVER, NATIONAL ASSOCIATION, with an address at 1740 Broadway, Denver, Colorado 80274-8699.

RECITALS

A. The parties named therein as "Debtor" executed and delivered to Norwest's predecessor and to Paul Jelaco, as trustee, a Mortgage, Deed of Trust, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of April 9, 1993 (the "Deed of Trust"), 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 Deed of Trust was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Montana	Richland	04/15/93	B-140	652
	Roosevelt	04/15/93	553 Mtg	1
North Dakota	Williams	04/20/93	Microfilm	549231
Texas	Webb	04/20/93	106	841

B. Unless otherwise defined herein, terms defined in the Deed of Trust shall have the same meanings when used herein. To the extent that this Instrument is to be recorded in counties in which the Deed of Trust has not heretofore been recorded, a copy of the Deed of Trust (from which the exhibits thereto containing the property descriptions may be omitted) shall be attached as Schedule I to the counterparts hereof to be recorded in such counties.

C. If necessary for the recordation hereof, the counterparts hereof to be recorded in certain counties listed in Recital C above shall have attached thereto as Schedule II a description of land heretofore covered by the Deed of Trust; provided that, notwithstanding the inclusion on Schedule II of the description of any property heretofore covered by the Deed of Trust, to the extent that any property described on Schedule II has heretofore been partially released of record from the Deed of Trust, its inclusion on Schedule II is not intended, and shall not be deemed, to re-subject any such partially released property to the liens and security interests created pursuant to the Deed of Trust.

D. The parties wish to amend the Deed of Trust as described herein, including the replacement of the former trustee by Successor Trustee.

AMENDMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Norwest to SOCI and STOC and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Deed of Trust shall be amended as follows:

1. The entities, other than Torch Energy Corporation, originally included within the definition of "Debtor" contained in the Deed of Trust shall be deleted as parties to the Deed of Trust. All references in the Deed of Trust to "Debtor" shall be deemed to refer to Sheffield Operating Company, Inc., a Nevada corporation, f/k/a Torch Energy Corporation, and ST Oil Company, a Nevada corporation. All references in the Deed of Trust to "SECI, Torch, SGPI and/or Knight" shall be changed to be references to "Sheffield Operating Company, Inc. and/or ST Oil Company".

2. All references in the Deed of Trust to "Norwest Bank Denver, National Association" or "Norwest" shall be deemed to refer to "Norwest Bank Colorado, National Association".

3. Pursuant to Section 6.1 of the Deed of Trust, Norwest hereby removes the present trustee and appoints Don McDonald, as trustee under the Deed of Trust. All references in the Deed of Trust to "Trustee" shall be deemed to refer to Don McDonald, as successor trustee.

4. The following shall be substituted for the paragraph numbered 1 in the definition of "Collateral" on page 1 of the Deed of Trust:

(el

(a) All of the right, title and interest of Debtor, or either of them, whether now owned or hereafter acquired (the "Interests"): (1) in and to all of the fee estates, mineral estates, leasehold estates, oil and gas leases, oil, gas and mineral leases, licenses, subleases and sublicenses described or referred to in Exhibit "A" attached hereto and made a part hereof, and (2) in and to any other interests covering or relating to all or any part of the land described in Exhibit "A" or the description of which is incorporated in Exhibit "A" (the "Land");

5. The following shall be substituted for Section 1.1.A of the Deed of Trust:

A. Payment of and performance of all obligations of Debtor under or in connection with the promissory note dated April 9, 1993, as heretofore or hereafter amended, extended, modified or substituted for (the "Note"), made by Debtor, in the face amount of $5,000,000, payable to the order of Norwest on or before December 31, 1997 (unless payable sooner pursuant to the terms of the Credit Agreement), with interest at the rate specified in the Credit Agreement, which rate at the date hereof is an annual rate equal to: (a) prior to maturity, whether by acceleration or otherwise the fluctuating interest rate announced publicly by Norwest, from time to time as its prime rate, which may not be the lowest interest rate charged by Norwest (the "Prime Rate"), which Prime Rate is currently 8.25 percent per annum, plus one percentage point per annum, and (b) after maturity, whether by acceleration or otherwise, the fluctuating Prime Rate, adjustable the day of any change in such rate, plus five percentage points per annum;

6. All references in the Deed of Trust to the "Credit Agreement" shall be deemed to refer to the Amended and Restated Credit Agreement dated as of November 4, 1996, among SOCI and STOC, as debtors, and Norwest, as lender, as the same may now be in effect or may hereafter be amended, restated, extended, revised or otherwise modified.

7. Exhibit A attached to the Deed of Trust shall be amended by adding thereto Exhibit A attached hereto, it being the intention of the parties that the properties described in

Exhibit A attached hereto (the "Additional Interests") be added to Exhibit A to the Deed of Trust and that SOCI and STOC grant to Norwest liens on and security interests in the following (the "Additional Collateral"): all of the right, title and interest of SOCI and STOC in and to the Additional Interests and in and to certain related property, rights and interests, as more fully described in the definition of "Collateral" contained in the Deed of Trust (the "Additional Collateral") to the same extent as if the Deed of Trust (as amended by the revisions described in this Instrument), with Exhibit A attached hereto being added to the Exhibit A originally attached thereto (but excluding any properties as to which the Deed of Trust has heretofore been partially released of record) were being delivered as of the date hereof. All references herein and in the Deed of Trust to the "Collateral" and the "Interests" shall be deemed to refer to the Collateral and the Interests originally described in the Deed of Trust (but excluding any properties as to which the Deed of Trust has heretofore been partially released of record) and the Additional Collateral and the Additional Interests being added to the Deed of Trust as described above.

GRANT

SOCI and STOC hereby:

A. Grant, bargain, sell, assign, transfer, pledge, mortgage and convey, and grant a security interest in, the Collateral to Norwest, WITH POWER OF SALE, for the security and benefit of Norwest; and

B. Grant, bargain, sell, assign, transfer and convey the Collateral to Successor Trustee, WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit of Norwest, but subject to the rights of Norwest under the assignment of severed and extracted Hydrocarbons and the proceeds thereof made under C below; and

C. Assign to Norwest all of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests, together with all amounts that become payable to SOCI or STOC with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

TO HAVE AND TO HOLD the Collateral to Norwest and its successors and assigns forever, for the security and benefit of Norwest and its successors and assigns, and TO HAVE AND TO HOLD the Collateral to Successor Trustee and his successors and assigns forever, IN TRUST, subject to all of the terms,

conditions, covenants and agreements herein set forth, for the security and benefit of Norwest and its successors and assigns.

MISCELLANEOUS

This Instrument shall bind and inure to the benefit of the respective successors and assigns of SOCI, STOC and Norwest, including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years after the date of execution and delivery of this Instrument.

EXECUTED as of the date first above written.

NORWEST BANK COLORADO, NATIONAL ASSOCIATION, successor in interest to NORWEST BANK DENVER, NATIONAL ASSOCIATION

By: _____
Don McDonald,
Assistant Vice President

_____
DON MCDONALD,
AS SUCCESSOR TRUSTEE

SHEFFIELD OPERATING COMPANY, INC.
f/k/a TORCH ENERGY CORPORATION

ATTEST:
_____
Michelle L. Hiller,
Secretary
CORPORATION HAS NO SEAL
(SEAL)

By: _____
J. Samuel Butler,
President

ATTEST:
_____
Michelle L. Hiller,
Secretary
CORPORATION HAS NO SEAL
(SEAL)

ST OIL COMPANY

By: _____
J. Samuel Butler,
President

[redacted] [redacted] [redacted]

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

(Montana)

On this day before me, the undersigned notary public, personally appeared: Don McDonald, known to me to be the Assistant Vice President of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association, successor in interest to NORWEST BANK DENVER, NATIONAL ASSOCIATION, the national banking association that executed the within instrument, and acknowledged to me that such national banking association executed the same; and DON MCDONALD, as Successor Trustee. Witness my hand and official seal as of November 4, 1996.

(Colorado, North Dakota, Texas, Wyoming)

This instrument was acknowledged before me this 4th day of November, 1996, by: Don McDonald, as Assistant Vice President of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association, successor in interest to NORWEST BANK DENVER, NATIONAL ASSOCIATION, on behalf of said national banking association; and DON MCDONALD, as Successor Trustee. Witness my hand and official seal.

Joan M. Siemann
Joan M. Siemann, Notary Public
Residing in: Denver, CO

My commission expires: July 17, 2000

JOAN M. SIEMANN NOTARY PUBLIC STATE OF COLORADO (SEAL)

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

(Montana)

On this day before me, the undersigned notary public, personally appeared: (1) J. Samuel Butler, known to me to be the President of SHEFFIELD OPERATING COMPANY, INC., a Nevada corporation, f/k/a TORCH ENERGY CORPORATION, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same, and (2) J. Samuel Butler, known to me to be the President of ST OIL COMPANY, a Nevada corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. Witness my hand and official seal as of November 4, 1996.

(Colorado, North Dakota, Texas, Wyoming)

This instrument was acknowledged before me on this 4th day of November, 1996, by: (1) J. Samuel Butler, as President of SHEFFIELD OPERATING COMPANY, INC., a Nevada corporation, f/k/a TORCH ENERGY CORPORATION, on behalf of said corporation, and (2) J. Samuel Butler, as President of ST OIL COMPANY, a Nevada corporation, on behalf of the corporation. Witness my hand and official seal.

Joan M. Siemann
Joan M. Siemann, Notary Public
Residing in: Denver, CO

My commission expires: July 17, 2000

JOAN M. SIEMANN NOTARY PUBLIC STATE OF COLORADO

SCHEDULE I

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING
FROM
SHEFFIELD EXPLORATION COMPANY, INC. (Tax I.D. No. 06-1052062)
TORCH ENERGY CORPORATION (Tax I.D. No. 84-0866371)
SHEFFIELD GAS PROCESSORS, INC. (Tax I.D. No. 84-1179420)
KNIGHT ROYALTY CORPORATION (Tax I.D. No. 84-0805172)
TO
PAUL JELACO, AS TRUSTEE
AND
NORWEST BANK DENVER, NATIONAL ASSOCIATION

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS. THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THE OIL AND GAS INTERESTS INCLUDED IN THE PROPERTY COVERED HEREBY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF, AND THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS PURSUANT TO APPLICABLE LAW.

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

SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE COLLATERAL IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT A, AND THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS PURSUANT TO APPLICABLE LAW.

DEBTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT A.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE TRUSTEE AND/OR THE MORTGAGEE TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY DEBTOR HEREUNDER.

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED SHOULD BE RETURNED TO:

David G. Stolfa
3196 South St. Paul
Denver, Colorado 80210

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

THIS MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of April 9, 1993, is from SHEFFIELD EXPLORATION COMPANY, INC., a Delaware corporation ("SECI"), Tax I.D. No. 06-1052062, TORCH ENERGY CORPORATION, a Nevada corporation ("Torch"), Tax I.D. No. 84-0866371, SHEFFIELD GAS PROCESSORS, INC., a Colorado corporation ("SGPI"), Tax I.D. No. 84-1179420, and KNIGHT ROYALTY CORPORATION, a Colorado corporation ("Knight"), Tax I.D. No. 84-0805172, all with an address at 1801 Broadway, Suite 600, Denver, Colorado 80202, to PAUL JELACO, as trustee, with an address at 1740 Broadway, Denver, Colorado 80274-8699 ("Trustee"), and NORWEST BANK DENVER, NATIONAL ASSOCIATION ("Norwest"), with an address at 1740 Broadway, Denver, Colorado 80274-8699. SECI, Torch, SGPI and Knight are herein collectively called "Debtor".

Pursuant to the terms of a Credit Agreement dated as of April 9, 1993, among Debtor and Norwest, Norwest is to make a loan to Debtor in the aggregate principal amount of up to $5,000,000 (the "Loan"). Said Credit Agreement, as amended, modified, supplemented or replaced from time to time is referred to herein as the "Credit Agreement."

All of the property described under 1 through 8 below is herein collectively called the "Collateral":

1. All of the right, title and interest of SECI, Torch, SGPI and/or Knight (the "Interests"), in and to all of the mineral estates, leasehold estates, oil and gas leases, oil, gas and mineral leases, licenses, subleases and sublicenses described or referred to in Exhibit "A" attached hereto and made a part hereof, covering or relating to all or any part of the land described in Exhibit "A" or the description of which is incorporated in Exhibit "A" (the "Land");

2. All of the oil, gas, casinghead gas and other hydrocarbons, whether solid, liquid or gaseous, and all other associated or related substances ("Hydrocarbons") in, on or attributable to any of the Interests;

3. All of the items incorporated as part of or attributed or affixed to any of the real property included in the Interests, in such a manner that such items are no longer personal property under the laws of the state where the property is situate;

4. All wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other goods and equipment, and all of the personal property and fixtures, as defined under the laws of the state where the property is situate, now or hereafter attributable to or obtained or used in connection with any of the Interests, which are used or purchased for the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons;

5. All of the accounts, contract rights and general intangibles now or hereafter arising in connection with the Interests, including, without limitation, the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons related thereto;

6. All of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests;

7. All of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to any of the property described under Paragraphs 1 through 6 above; and

8. All of the proceeds and products of the property described under Paragraphs 1 through 7 above, including without limitation condemnation awards and the proceeds of any and all title insurance policies and other insurance policies covering all or any part of said property and, to the extent they may constitute proceeds, instruments, accounts, securities, general intangibles and contract rights.

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid to Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages and conveys the Collateral to Trustee, WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit of Norwest, but subject to the rights of Norwest under the assignment made in paragraph C below;

B. Grants, bargains, sells, assigns, transfers, pledges, mortgages and conveys, and grants a security interest in, the Collateral to Norwest, WITH POWER OF SALE pursuant to this Instrument and applicable law;

TO HAVE AND TO HOLD the Collateral to Norwest and its successors and assigns forever, and TO HAVE AND TO HOLD the Collateral to Trustee and his successors and assigns forever, IN TRUST, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of Norwest; and

C. Assigns to Norwest all of the severed and extracted Hydrocarbons produced from or attributed to any of the Collateral, together with all amounts that become payable to Debtor with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

AND in furtherance thereof Debtor warrants, represents, covenants and agrees as follows:

ARTICLE I

Obligations

Section 1.1 This Instrument is executed, acknowledged and delivered by Debtor to secure and enforce the following obligations (herein called the "Obligations"):

A. Payment of and performance of all obligations of Debtor under the promissory note (the "Note"), of even date herewith, made by Debtor, in the face amount of $5,000,000, payable to the order of Norwest as more fully described in the Credit Agreement, with the last installment due on or before December 31, 1997, with interest at the rate specified in the Credit Agreement, which rate at the date hereof is an annual rate equal to: (1) prior to maturity, whether by acceleration or otherwise the fluctuating interest rate announced publicly by Norwest, from time to time as its prime rate, which may not be the lowest interest rate charged by Norwest (the "Prime Rate"), plus one-half of one percentage point per annum, or (2) after maturity, whether by acceleration or otherwise, the Prime Rate in effect on such date plus five percentage points per annum;

B. All indebtedness, liabilities and obligations of SECI, Torch, SGPI and/or Knight to Norwest of every kind and character, now existing or hereafter arising, pursuant to the Credit Agreement;

C. All other indebtedness, liabilities and obligations of SECI, Torch, SGPI and/or Knight to Norwest, of every kind and character, now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint, several or joint and several, similar or dissimilar, related or unrelated to any other Obligation described in this Section 1.1, howsoever evidenced and created, held or acquired by Norwest, whether in the ordinary course of business or otherwise (including, without limitation, any and all obligations of SECI, Torch, SGPI and/or Knight to Norwest for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force), it being contemplated that SECI, Torch, SGPI and/or Knight may hereafter become indebted to Norwest in such further sum or sums;

D. Payment of all sums advanced and costs and expenses incurred by Secured Party (whether directly or indirectly on its behalf by Trustee and including, without limitation, all legal and engineering fees) in connection with the Obligations or any part thereof, any renewal, extension or change of or substitution for the Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made or incurred at the request of Debtor, Trustee or Secured Party;

E. Payment of all other indebtedness and liabilities and performance of all other obligations of SECI, Torch, SGPI and/or Knight to Norwest arising pursuant to this Instrument or in connection with this Instrument; and

F. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under A through E above; provided that such renewals, extensions, amendments, changes of, or substitutions or replacements for, all or any part of the foregoing:

(1) shall not together in unpaid principal amount aggregate more than $20,000,000 at any time, which amount contemplates all futures advances;

(2) shall have been made on or before April 30, 1999;

(3) shall completely mature prior to April 30, 2004; and

(4) shall, prior to the due date, bear interest on the unpaid balance at an annual rate not exceeding the sum of the Prime Rate plus 10 percentage points per year.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Norwest that: (a) the oil and gas leases, licenses, agreements, contracts and other documents relating thereto described in Exhibit "A" hereto (collectively, the "Leases") provide for the payment of landowners' royalties, overriding royalties, net profit interests, production payments and other similar payments which do not exceed in the aggregate an amount which would allow Debtor to receive at all times the "Net Revenue Interest" specified in Exhibit "A" hereto of all Hydrocarbons produced from the wells located on the lands described in Exhibit "A" (the "Subject Wells"); (b) Debtor's share of development and operating costs with respect to each of the Subject Wells is no greater than the "Working Interest" specified for that Subject Well in Exhibit "A"; (c) SECI, Torch, SGPI and/or Knight is the lawful owner of good title to the Collateral free and clear of all liens, security interests, encumbrances and burdens, except: (1) the lien of this Instrument, (2) the matters set forth in Exhibit "A" hereto, and (3) liens, security interests and other matters permitted by the terms of the Credit Agreement; and Debtor has the right and authority to mortgage, pledge and hypothecate the same; (d) the Leases are valid and subsisting and are in full force and effect insofar as they cover or relate to the Collateral; (e) all rents, royalties and other payments due and payable under the Leases, insofar as they cover, affect or relate to the Collateral, and all severance and production taxes payable by SECI, Torch, SGPI and/or Knight with respect to the Collateral have been properly and timely paid; (f) all of the Subject Wells have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; (g) none of such wells is deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; (h) such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the Land; (i) each loan, the payment of which constitutes an Obligation hereunder, is or shall be for a business or commercial purpose; and (j) Debtor warrants and will forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid or unsatisfied, unless Norwest shall have otherwise consented in writing:

A. Debtor shall pay or perform, or cause to be paid or performed, when due the Obligations in accordance with the terms thereof and hereof;

B. Debtor shall pay or cause to be paid: (1) all taxes, assessments and governmental charges assessed or imposed upon, with respect to, measured by or charged against, the Collateral, the development, operation and production thereof, this Instrument and the Obligations, or any of them, and assessed or imposed upon SECI, Torch, SGPI and/or Knight because of their ownership thereof, or upon Norwest (or Trustee) because of its interests therein; (2) all Federal and State income taxes payable generally by SECI, Torch, SGPI and/or Knight, regardless of their relation to the Collateral; and (3) all Federal and State social security, unemployment, disability, retirement and similar taxes, payments and contributions for which SECI, Torch, SGPI and/or Knight may be liable, in each instance before the same become delinquent, or, as to any thereof which are being contested in good faith by appropriate proceedings, promptly after the final determination of such contest, together with any interest and penalty payable in connection therewith;

C. Debtor shall promptly and, insofar as not contrary to applicable law, at Debtor's own expense, file and refile in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the lien, encumbrance and security interest intended to be created hereby and the rights and remedies of Norwest (and of Trustee) hereunder, shall promptly furnish to Norwest evidence satisfactory to Norwest of all such filings and refilings and otherwise shall do all things necessary or expedient to be done to effectively create, perfect, maintain and preserve the lien, encumbrance and security interest intended to be created hereby as a first lien on the real property and fixtures and as a first and prior security interest in the personal property and fixtures which constitute the Collateral and to create, perfect, maintain and preserve the assignment made in paragraph C of the granting clause of this Instrument;

D. Debtor shall execute, acknowledge and deliver to Norwest and/or Trustee such other and further instruments and do such other acts as in the reasonable opinion of Norwest may be necessary or desirable to more fully identify

and subject to the lien, encumbrance and security interest and assignment created hereby any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of Norwest and at Debtor's expense;

E. If the title, interest, lien or encumbrance, as the case may be, of SECI, Torch, SGPI, Knight, Norwest or Trustee to the Collateral or any part thereof, or the security of this Instrument, or the rights or powers of Norwest or Trustee hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving SECI, Torch, SGPI and/or Knight or the Collateral, Debtor shall promptly give written notice thereof to Norwest and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings; and Norwest and/or Trustee may take such independent action in connection therewith as it may in its discretion deem advisable, and all costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Norwest and/or Trustee in connection therewith shall be a demand obligation owing by Debtor to Norwest, shall bear interest at the rate provided in the Notes, and shall be a part of the Obligations; and

F. Each of SECI, Torch, SGPI and Knight is and shall continue to be: (1) duly organized and existing under the laws of its state of incorporation; and (2) duly authorized to execute, acknowledge and deliver the written instruments comprising the Obligations and this Instrument and to observe and perform Debtor's duties thereunder and hereunder.

Section 2.3 Debtor agrees that, if Debtor fails to perform any act which Debtor is required to perform hereunder, Norwest and/or Trustee may, but shall not be obligated to, perform or cause to be performed such act, and any expense incurred by Norwest and/or Trustee in connection therewith shall be a demand obligation owing by Debtor to Norwest and shall bear interest at an annual rate which equals the rate provided in the Notes until paid and shall be a part of the Obligations, and Norwest shall be subrogated to all of the rights of the party receiving such payment.

ARTICLE III

Collection of Proceeds of Production

Section 3.1 Pursuant to the assignment made by Debtor in paragraph C of the granting clause of this

Instrument, Norwest is entitled to receive all of the severed and extracted Hydrocarbons produced from or attributed to all of the Interests, together with all of the proceeds thereof. Debtor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest therein or assignment as additional security. Debtor hereby authorizes and directs all parties producing, purchasing, receiving or having in their possession any such Hydrocarbons or proceeds to treat and regard Norwest as the party entitled, in Debtor's place and stead, to receive such Hydrocarbons and proceeds; and said parties shall be fully protected in so treating and regarding Norwest and shall be under no obligation to see to the application by Norwest of any such proceeds received by it.

Section 3.2 All of the proceeds received by Norwest pursuant to Section 3.1 shall be applied by Norwest in accordance with the terms of the Credit Agreement.

Section 3.3 Upon any sale of any of the Collateral by or for the benefit of Norwest pursuant to Article V, the Hydrocarbons thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.4 Norwest and Trustee are hereby absolved from all liability for failure to enforce collection of any such Hydrocarbons or proceeds and from all other responsibility in connection therewith, except the responsibility to account to Debtor for proceeds actually received.

Section 3.5 Debtor shall indemnify Norwest and Trustee against all claims, actions, liabilities, judgments, costs, attorneys' fees and other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by Norwest or Trustee as a consequence of the assertion, either before or after the payment in full of the Obligations, that Norwest or Trustee received Hydrocarbons or proceeds pursuant to this Article which were claimed by or due to third persons. Norwest and Trustee shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Norwest and/or Trustee shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Norwest or Trustee all such amounts as may be paid in respect thereof or as may be successfully adjudicated against Norwest or Trustee. The liabilities of Debtor as set forth in this Section shall survive the termination of this Instrument.

Section 3.6 Norwest shall have the immediate and continuing right to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and Norwest is hereby appointed agent and attorney-in-fact of Debtor for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that Norwest deems necessary in order for Norwest to collect and receive such production, proceeds and payments. In addition, Debtor agrees that upon Norwest's request it will promptly execute and deliver to Norwest such transfer orders, payment orders, division orders and other instruments as Norwest may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Norwest of all proceeds, production, and payments assigned hereunder. Debtor hereby authorizes and directs that, upon the request of Norwest, all pipeline companies, purchasers, transporters and other parties now or hereafter purchasing oil, gas or other mineral production produced from or allocated to the Interests or any other interest of SECI, Torch, SGPI and/or Knight, whether now owned or hereafter acquired, in, to or appurtenant to the Land or to any of said estates, property rights or other interests included in the Collateral, or any part thereof, or now or hereafter having in their possession or control any production from or allocated to the Interests or any other interest of SECI, Torch, SGPI and/or Knight, whether now owned or hereafter acquired, in, to or appurtenant to the Land or to any of said estates, property rights or other interests included in the Collateral, or any part thereof, or the proceeds therefrom, or now or hereafter otherwise owing monies to SECI, Torch, SGPI and/or Knight under contracts herein assigned, shall, until Norwest directs otherwise, pay and deliver such proceeds, production or amounts directly to Norwest at Norwest's address set forth in the introduction to this Instrument, or in such other manner as Norwest may direct such parties in writing, and this authorization shall continue until this Instrument is released. Debtor agrees that all division orders, transfer orders, receipts and other instruments that Norwest may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production or payments may be relied upon in all respects, and that the same shall be binding upon SECI, Torch, SGPI and Knight and their successors and assigns. No party making payments to Norwest at its request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to Norwest under such assignment shall be released thereby from any and all liability to Debtor to the full extent and amount of all payments, production or proceeds so delivered. Debtor

agrees to indemnify and hold harmless any and all parties making payments to Norwest, at Norwest's request under the assignment contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to Norwest. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons. Should Norwest bring suit against any third party for collection of any amounts or sums included within this assignment (and Norwest shall have the right to bring any such suit), it may sue either in its own name or in the name of SECI, Torch, SGPI and/or Knight, or both.

Section 3.7 Should any purchaser taking the production from the Interests or any other interest of SECI, Torch, SGPI and/or Knight, whether now owned or hereafter acquired, in, to or appurtenant to the Land or to any of said estates, property rights or other interests included in the Collateral, or any part thereof, refuse to pay the proceeds of production directly to Norwest, in accordance with this assignment, then Debtor, to the fullest extent permissible under applicable law, shall use diligent and reasonable business efforts to attempt to obtain authorization of such direct payments to Norwest.

Section 3.8 Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by Norwest or Trustee, of the duties and obligations of SECI, Torch, SGPI and/or Knight under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to SECI, Torch, SGPI and/or Knight for performance of all covenants and other obligations and the satisfaction of all representations and warranties of SECI, Torch, SGPI and/or Knight thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by Norwest or Trustee, prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 3.9 The assignment of production and proceeds herein made shall not be construed to limit in any way Norwest's other rights hereunder, including, without limitation, its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default. Monies received under the assignments herein made shall not be deemed to have been applied in payment of Obligations unless and until such monies actually are applied thereto by Norwest.

ARTICLE IV

Termination

If all of the Obligations of Debtor shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Obligations and if Norwest has no further obligation to make advances to Debtor, then Norwest shall, promptly after the request of Debtor, execute, acknowledge and deliver to Debtor proper instruments evidencing the termination of this Instrument. Debtor shall pay all reasonable legal fees and other expenses incurred by Norwest for preparing and reviewing such instruments of termination and the execution and delivery thereof, and Norwest may require payment of the same prior to delivery of such instruments. Otherwise, this Instrument shall remain and continue in full force and effect.

ARTICLE V

Default

Section 5.1 The occurrence of any of the events described in Section 7.1 of the Credit Agreement, including without limitation the expiration of any applicable grace periods ("Events of Default") shall, automatically (as described in Section 7.1 of the Credit Agreement), or at the option of Norwest, make all amounts then remaining unpaid on the Obligations immediately due and payable, and the liens, encumbrances and security interests evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law.

Section 5.2 Upon the occurrence of any of the Events of Default, or at any time thereafter, Norwest may elect to treat the fixtures included in the Collateral either as real property or as personal property, but not as both, and proceed to exercise such rights as apply to the type of property selected.

Section 5.3 Upon the occurrence of any of the Events of Default, and at all times thereafter, in addition to all other rights and remedies herein conferred, Norwest and/or Trustee shall have all of the rights and remedies of a mortgagee and trustee under a deed of trust or a mortgage with respect to all of the Collateral. This Instrument shall be effective as a mortgage as well as a deed of trust and, upon the occurrence of an Event of Default, may be foreclosed as to any of the Collateral in any manner permitted by

applicable law, and any foreclosure suit may be brought by Trustee or Norwest; and to the extent, if any, required to cause this Instrument to be so effective as a mortgage and security agreement as well as a deed of trust, Debtor hereby grants and mortgages and grants a security interest in the Collateral to Norwest upon the terms set forth in this Instrument. The provisions set forth in this Section 5.3 shall not in any way limit any other provision of this Instrument, including without limitation the provisions of Section 5.13. Norwest and Trustee shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property included in the Collateral or any part thereof, to exclude Debtor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as Norwest may deem proper, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III, to demand, collect and retain all other earnings, proceeds and other sums due or to become due with respect to such real property, accounting for and applying to the payment of the Obligations only the net earnings arising therefrom after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at an annual rate which equals the sum of the Prime Rate plus five percentage points per year, as fully and effectually as if Norwest or Trustee were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any of the Events of Default, or at any time thereafter, Norwest and/or Trustee, in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred, may proceed by an action or actions in equity or at law for the seizure and sale of the real property included in the Collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or remedy herein granted or by law or equity conferred, for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or for the enforcement of any other appropriate equitable or legal remedy.

Section 5.5 Upon the occurrence of any of the Events of Default, or at any time thereafter, in addition to all other powers, rights and remedies herein granted or by

law or equity conferred, Norwest shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that purpose Norwest may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Norwest may require Debtor to assemble such personal property and make it available to Norwest at a place to be designated by Norwest which is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Norwest of any of its remedies with respect to personal property:

(a) If notice is required by applicable law, five days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to Debtor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(b) Without in any way limiting the right and authority of Norwest to sell or otherwise dispose of Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable: (i) Norwest may hold a public sale of the Collateral in Denver, Colorado, Houston, Texas, New York, New York, or Los Angeles, California, after having provided Debtor with five days' notice of such sale and after having published notice of such sale by an advertisement in such publication as may be permitted or required under applicable state law, as Norwest determines to be appropriate (which advertisement may be placed in the "classified" section), for a period of not less than five consecutive issues commencing not more than ten days prior to the sale; (ii) the Collateral may be sold for cash; and (iii) Norwest or any other person owning, directly or indirectly, any interest in any of the Obligations may be a purchaser at such sale.

Section 5.6 Upon the occurrence of any of the Events of Default, or at any time thereafter, Norwest or Trustee may, with respect to all or any portion of the Collateral, subject to any mandatory requirements of applicable law, sell or have sold the real property or interests therein included in the Collateral or any part thereof at one or more sales, as an entirety or in parcels,

at such place or places and otherwise in such manner and upon such notice as may be required by law or by this Instrument, or, in the absence of any such requirement, as Norwest or Trustee may deem appropriate. Norwest or Trustee shall make a conveyance to the purchaser or purchasers thereof. Norwest or Trustee may postpone the sale of such real property or interests therein or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of such real property or interests therein or any defective or irregular sale hereunder will not exhaust the power of sale, and sales may be made from time to time until all such property is sold without defect or irregularity or the Obligations are paid in full. Norwest or Trustee shall have the right to appoint one or more attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of Norwest, and Debtor shall deliver all of the Collateral to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of the Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

Section 5.7 Norwest or any other person owning, directly or indirectly, any interest in any of the Obligations shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including without limitation nonpayment of the Obligations and advertisement and conduct of such sale in the manner provided herein or provided by law. Debtor hereby ratifies and confirms all legal acts that Norwest and/or Trustee may do in carrying out the provisions of this Instrument.

Section 5.8 Any sale of the Collateral or any part thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of Debtor in and to the property sold and will be a perpetual bar against Debtor. Nevertheless, if requested by Norwest so to do, Debtor shall join in the execution, acknowledgement and delivery of all proper conveyances,

assignments and transfers of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and Debtor agrees that if Debtor retains possession of the property or any part thereof subsequent to such sale, Debtor will be considered a tenant at sufferance of the purchaser, and will, if Debtor remains in possession after demand to remove, be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to Debtor by reason thereof are hereby expressly waived by Debtor.

Section 5.9 Debtor acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights, under applicable law, with respect to this Instrument, the Obligations and the Collateral. Nevertheless, Debtor hereby waives and relinquishes, to the maximum extent permitted by law, and subject to any mandatory requirements of applicable law, Debtor hereby agrees that Debtor shall not at any time hereafter have or assert, any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension, redemption, subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Obligations (including, without limitation, setoff), now or hereafter in force. Debtor expressly agrees that Norwest and/or Trustee may offer the Collateral as a whole or in such parcels or lots as Norwest, in its sole discretion elects, regardless of the manner in which the Collateral may be described.

Section 5.10 All costs and expenses (including reasonable attorneys' fees, legal expenses, filing fees, and mortgage, transfer, stamp and other excise taxes) incurred by Norwest and/or Trustee in perfecting, in protecting and enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a demand obligation of Debtor to Norwest and shall bear interest at the rate provided in the Note, all of which shall be part of the Obligations.

Section 5.11 The proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses incident to the enforcement of this Instrument, including, without limitation, a reasonable compensation to the agents, attorneys and counsel of Norwest and/or Trustee;

B. Second, to the payment or prepayment of the Obligations, in such order as Norwest shall elect; and

C. Third, the remainder, if any, shall be paid to Debtor or such other person or persons as may be entitled thereto by law.

Section 5.12 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Norwest or Trustee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Norwest or Trustee, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

Section 5.13 If any of the Obligations are not paid when due, whether by acceleration or otherwise, Trustee is hereby authorized and empowered to sell any part of the Collateral located in the State of Texas at public sale to the highest bidder for cash in the area at the county courthouse of the county in Texas in which the Texas portion of the Collateral or any part thereof is situated, as herein described, designated by such county's commissioner's court for such proceedings, or if no area is so designated, at the door of the county courthouse of said county, at a time between the hours of 10:00 A.M. and 4:00 P.M. which is no later than three (3) hours after the time stated in the notice described immediately below as the earliest time at which such sale would occur on the first Tuesday of any month, after advertising the earliest time at which said sale would occur, the place, and terms of said sale, and the portion of the Collateral to be sold, by (a) posting (or by having some person or persons acting for Trustee post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made; and if such portion of the Collateral lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such part of the Collateral is situated and such part of the Collateral may be sold in the area at the county courthouse of any one of such counties designated by such county's commissioner's court for such proceedings, or if no area is designated, at the courthouse door of such county, and the notice so posted shall designate in which county such property shall be sold, and (b) filing in the office of the county clerk of each county in which any part of the Texas portion of the Collateral which is to be sold at such sale is situated a

copy of the notice posted in accordance with the preceding clause (a). In addition to such posting and filing of notice, Norwest or any other holder of the Obligations shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on Debtor and on each other debtor, if any, obligated to pay the Obligations according to the records of Norwest or other holder of the Obligations. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to Debtor and such other debtors at their most recent address or addresses as shown by the records of Norwest or other holder of the Obligations in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. Debtor agrees that no notice of any sale, other than as set out in this paragraph, need be given by Trustee, Norwest or any other person. Debtor hereby designates as its address for the purpose of such notice the address set out in the first paragraph hereof; and agrees that such address shall be changed only by depositing notice of such change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to Norwest at the address for Norwest set out herein (or to such other address as Norwest may have designated by notice given as above provided to Debtor and such other debtors). Any such notice of change of address of Debtor or other debtors or of Norwest shall be effective three (3) business days after such deposit if such post office or official depository is located in the State of Texas, otherwise to be effective upon receipt. Debtor authorizes and empowers Trustee to sell the Texas portion of the Collateral in lots or parcels or in its entirety as Trustee shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by Debtor, and the title of such purchaser or purchasers when so made by Trustee, Debtor binds itself to warrant and forever defend. Where portions of the Collateral lie in different counties, sales in such counties may be conducted in any order that Trustee may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as Trustee may deem expedient. Notwithstanding anything to the contrary contained herein, Trustee may postpone the sale provided for in this Section 5.13 at any time without the necessity of a public announcement. The provisions hereof with respect to the posting and giving of notices of sale are intended to

comply with the provisions of Section 51.002 of the Property Code of the State of Texas, effective January 1, 1984, and in the event the requirements, or any notice, under such Section 51.002 of the Property Code of the State of Texas shall be eliminated or the prescribed manner of giving such notices modified by future amendment to, or adoption of any statute superseding, Section 51.002 of the Property Code of the State of Texas, the requirement for such particular notices shall be deemed stricken from or modified in this Instrument in conformity with such amendment or superseding statute, effective as of the effective date thereof.

ARTICLE VI

Trustee

Section 6.1 Trustee may resign in writing addressed to Norwest or be removed at any time with or without cause by an instrument in writing duly executed by Norwest. In case of the death, resignation or removal of Trustee, a successor Trustee may be appointed by Norwest without other formality than an appointment and designation in writing unless otherwise required by applicable law. Such appointment and designation will be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation, this Instrument will vest in the named successor trustee all the right, title and interest of Trustee in all of the Collateral, and said successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon Trustee. All references herein to Trustee will be deemed to refer to the trustee from time to time acting hereunder.

Section 6.2 Norwest shall indemnify Trustee against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature made against or incurred by Trustee, and arising out of the performance by Trustee of the duties of Trustee hereunder.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Each and every right, power and remedy hereby granted to Norwest and/or Trustee shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Norwest and/or

Trustee, and the exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Norwest and/or Trustee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any and all covenants of Debtor in this Instrument may from time to time, by instrument in writing signed by Norwest, be waived to such extent and in such manner as Norwest may desire, but no such waiver will ever affect or impair the rights of Norwest and/or Trustee hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Instrument must be in writing and signed by Debtor and Norwest.

Section 7.2 No release from the lien or encumbrance of this Instrument of any part of the Collateral by Norwest and/or Trustee shall in any way alter, vary or diminish the force, effect or lien of this Instrument on the balance of the Collateral.

Section 7.3 If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Norwest and Trustee in order to carry out the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Collateral is situated will be deemed inapplicable to, and not used in, the interpretation hereof.

Section 7.4 This Instrument is made with full substitution and subrogation of Norwest and Trustee in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

Section 7.5 This Instrument will be deemed to be and may be enforced from time to time as an assignment, contract, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof, as is appropriate under applicable state law. A carbon, photographic or other reproduction of this Instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 7.6 Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Debtor shall be required to pay only such maximum legal rate. All agreements between Debtor and Norwest are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Debtor for the use, forbearance, or detention of the money due under the Notes secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Norwest should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Notes secured hereby and not to the payment of interest.

Section 7.7 Insofar as permitted by otherwise applicable law, this Instrument and the Obligations shall be construed under and governed by the laws of the State of Colorado (including, without limitation, choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Collateral located outside of the State of Colorado, the laws of the place in which such property is located shall apply to the extent, and only to the extent, necessary to permit Norwest and/or Trustee to enforce or realize upon its rights and remedies hereunder with respect to such property, and any such enforcement or realization proceedings shall be conducted in compliance with the applicable laws of the state where the Collateral is located.

Section 7.8 This Instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts and the parts of Exhibit "A" hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 7.9 Unless otherwise specified in Exhibit "A" hereto, all recording references in Exhibit "A" hereto are to the official real property records of the county in which the affected land is located. The references in

Exhibit "A" hereto to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 7.10 All deliveries and notices hereunder shall be deemed to have been duly made or given if made or given in conformity with the provisions of the Credit Agreement.

Section 7.11 This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor, Norwest and Trustee, including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years and 360 days after the execution and delivery of this Instrument. As used herein, the term "person" shall mean individual, corporation, partnership, joint venture, agency or other form of entity or association.

Section 7.12 Some of the above goods are or are to become fixtures on the Land. The above described minerals or other substances of value which may be extracted from the earth (including without limitation oil and gas), and the accounts relating thereto will be financed at the wellhead of the well or wells located on the Land. This Instrument is to be filed for record in, among other places, the real estate records of each county in which the affected real estate is located; to wit, all of those listed in Exhibit "A." SECI, Torch, SGPI and/or Knight is the owner of a record interest in the real estate concerned. The mailing address of Debtor and the address of Norwest from which information concerning the security interest may be obtained are as set forth above.

Section 7.13 Norwest shall be entitled to enforce payment of any indebtedness and performance of any other of the Obligations secured hereby and to exercise all rights and powers under this Instrument or under any other instrument or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect Norwest's right to realize upon or enforce any other security now or hereafter held by Norwest, it being agreed that Norwest shall be entitled to enforce this Instrument and any

other security now or hereafter held by Norwest in such order and manner as it may in its absolute discretion determine. To the extent of any irreconcilable conflict between the provisions of the Credit Agreement and the provisions of this Instrument, the provisions of the Credit Agreement shall control. SECI, Torch, SGPI and Knight shall be jointly and severally liable for the obligations of Debtor hereunder.

Section 7.14 Debtor hereby requests that a copy of any notice of sale hereunder be mailed to it at the address of Debtor first set forth above.

EXECUTED as of the date first above written.

ATTEST:

SHEFFIELD EXPLORATION COMPANY, INC.

David L. Milanesi,
Secretary

By: J. Samuel Butler,
President

(SEAL)

TORCH ENERGY CORPORATION

David L. Milanesi,
Secretary

By: J. Samuel Butler,
President

(SEAL)

SHEFFIELD GAS PROCESSORS, INC.

David L. Milanesi,
Secretary

By: J. Samuel Butler,
President

(SEAL)

KNIGHT ROYALTY CORPORATION

David L. Milanesi,
Secretary

By: J. Samuel Butler,
President

(SEAL)

89

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

(Colorado, North Dakota)

The foregoing instrument was acknowledged before me this 9th day of April, 1993, by J. Samuel Butler, as President of SHEFFIELD EXPLORATION COMPANY, INC., a Delaware corporation, TORCH ENERGY CORPORATION, a Nevada corporation, SHEFFIELD GAS PROCESSORS, INC., a Colorado corporation, and KNIGHT ROYALTY CORPORATION, a Colorado corporation, on behalf of said corporations. Witness my hand and official seal.

(Montana)

On this 9th day of April, in the year 1993, before me, Janice Gaskill, the undersigned notary public, personally appeared J. Samuel Butler, known to me to be the President of SHEFFIELD EXPLORATION COMPANY, INC., a Delaware corporation, TORCH ENERGY CORPORATION, a Nevada corporation, SHEFFIELD GAS PROCESSORS, INC., a Colorado corporation, and KNIGHT ROYALTY CORPORATION, a Colorado corporation, the person who executed the within instrument on behalf of the corporations therein named, and acknowledged to me that such corporations executed the same. Witness my hand and official seal.

(Texas)

Before me, Janice Gaskill, a Notary Public in and for said county and state, on this day personally appeared J. Samuel Butler, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of SHEFFIELD EXPLORATION COMPANY, INC., a Delaware corporation, TORCH ENERGY CORPORATION, a Nevada corporation, SHEFFIELD GAS PROCESSORS, INC., a Colorado corporation, and KNIGHT ROYALTY CORPORATION, a Colorado corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporations. Given under my hand and seal of office this 9th day of April, 1993, A.D.

Janice Gaskill
Janice Gaskill, Notary Public in and for the State of Colorado, City and County of Denver
Residing in Englewood, Colorado

My commission expires: February 28, 1997

(SEAL)

PREAMBLE TO

EXHIBIT "A"

1. Unit designations, unit tract descriptions and descriptions of undivided leasehold interests, Net Revenue Interests and Working Interests contained in Exhibit "A" shall not be deemed to limit the interests covered hereby.

2. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit "A". To the extent that any other land descriptions in Exhibit "A" are incorrect or not legally sufficient, the land descriptions contained in the leases recorded as described in Exhibit "A" are incorporated herein by this reference.

3. 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 and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

3. Well Name: Vible #1

Unit Description: T31N, R109W, 6th P.M.
Section 11: SE/4NE/4
Sublette County, Wyoming

Oil and Gas Leases:

a) Lessor: Elva Louise Vible
Lessee: Leonard Hay
Date: 09/16/94
Recorded: Book 99 O&G, Page 83
Lands: T31N, R109W
Section 11: SE/4NE/4, and other

Unit Working Interest: 25.00%

Unit Net Revenue Interest: 20.50%

MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") dated as of the effective time and date hereinafter stated (the "Effective Date") is from ST OIL COMPANY and SHEFFIELD OPERATING COMPANY, INC., both Nevada corporations, with an address for notice to both corporations hereunder of 1801 Broadway, Suite 600, Denver, Colorado 80202 (collectively, "Mortgagor") to TRANSMONTAIGNE OIL COMPANY, a Delaware corporation, with an address for notice hereunder of 370 - 17th Street, Suite 2750, Denver, Colorado 80202 ("Mortgagee"). Any reference to Mortgagor shall refer to either or both corporations, as the reference herein may require.

I

To secure payment of the Indebtedness (as hereinafter defined) and the performance of the covenants and obligations herein contained and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid by Mortgagee to Mortgagor and in consideration of the debts hereinafter mentioned, the receipt and sufficiency of all of which is hereby acknowledged, Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto Mortgagee and its successors and assigns, the following described real and personal property, rights, titles, interests and estates (collectively called the "Mortgaged Property"), to wit:

(a) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas leases and/or oil, gas and other mineral leases and other interests and estates which are described on Exhibit A attached hereto or are otherwise described herein (collectively called the "Hydrocarbon Property") and specifically but without limitation the undivided interests of Mortgagor which are more particularly described on Exhibit A.

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Hydrocarbon Property; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) which may affect all or any portion of the Hydrocarbon Property; (iii) all operating agreements, production sales or other contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, equipment leases and other agreements described or referred to in this Mortgage or which relate to any of the Hydrocarbon Property or interests in the Hydrocarbon Property described or referred to herein or on Exhibit A or to the production, sale, purchase, exchange, processing, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Hydrocarbon Property or interests; and (iv) the Hydrocarbon Property described on Exhibit A and covered by this Mortgage even though Mortgagor's interests therein be incorrectly described

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November 4, 1996

259805

RECORDED Nov. 21c 1996 M 8:20 am
IN BOOK 104 046 PAGE 93
FEES $ 42.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

Mod. Bk 1210+6 pg 432 4-9-02
Amend to Mtg., Asn. of Prod., S.A.; + F.S. in Bk 71 Mtg pg 493 6/3/98

or a description of a part or all of such Hydrocarbon Property or Mortgagor's interests therein be omitted; it being intended by Mortgagor herein to cover and affect hereby all interests which Mortgagor may now own or may hereafter acquire in and to the Hydrocarbon Property and lands described on Exhibit A notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") in and under and which may be produced and saved from or attributable to the Hydrocarbon Property, the lands covered thereby and Mortgagor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Hydrocarbon Property, the lands covered thereby and Mortgagor's interests therein which are subjected or required to be subjected to the liens and security interests of this Mortgage and including specifically but without limitation all liens and security interests in such Hydrocarbons securing payment of proceeds resulting from the sale of Hydrocarbons.

(d) All tenements, hereditaments, appurtenances and properties in anyway appertaining, belonging, affixed or incidental to the Hydrocarbon Property, rights, titles, interests and estates described or referred to in paragraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor.

(e) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by Mortgagor or by anyone on Mortgagor's behalf; and Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

(f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Hydrocarbon Property rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Encumbrances (as hereinafter defined) to which any of the Hydrocarbon Property rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Hydrocarbon Property rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests or estates.

(g) All accounts, contract rights, inventory and general intangibles constituting a part of, relating to or arising out of those portions of the Mortgaged Property which are described in paragraphs (a) through (f) above and all proceeds and products of all such portions of the Mortgaged Property.

Any fractions or percentages specified on Exhibit A in referring to Mortgagor's interests are solely for purposes of the warranties made by Mortgagor pursuant to paragraph (a) of Section III hereof and shall in no manner limit the quantum of interest affected by this Section I with respect to any Hydrocarbon Property or with respect to any unit or well identified on Exhibit A.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and to its successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements, and obligations of Mortgagor herein contained.

II

This Mortgage is executed and delivered by Mortgagor to secure and enforce the "Indebtedness," described as follows: any and all indebtedness, obligations and liabilities incurred by Mortgagor pursuant to the Stock Purchase Agreement dated as of October 31, 1996, (such Stock Purchase Agreement, together with all amendments thereto from time to time entered into, collectively called the "Loan Agreement"), including without limitation, that certain Promissory Note executed by Mortgagor payable to the order of Mortgagee and being in the aggregate principal amount of $2,066,854 with final maturity on November 4, 2001, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, being hereafter called the "Notes").

III

Mortgagor hereby represents, warrants and covenants as follows:

(a) To the extent of the undivided interests specified on Exhibit A, to the best of Mortgagor's knowledge and subject to typical oil-industry operating agreements and product-purchase contracts, Mortgagor (or one of them) has good and defensible title to and is possessed of the Mortgaged Property; the Mortgaged Property is free of any and all liens, encumbrances, security interests, contracts, agreements, preferential purchase rights, unitization agreements or unitization orders or other restrictions or limitations of any nature or kind (collectively called the "Encumbrances") except those Encumbrances which may be permitted by the Loan Agreement or specified herein or on Exhibit A; that Mortgagor's ownership of the Hydrocarbon Property and the undivided interests therein as specified on Exhibit A will, after giving full effect to all Encumbrances, afford Mortgagor not less than those net interests in the production from or which is allocated to such Hydrocarbon Property as specified on Exhibit A; Mortgagor has full power and lawful authority to bargain, grant, sell, mortgage, assign, transfer, convey and grant a security interest in all of the Mortgaged Property all in the manner and form herein provided and without obtaining the waiver, consent or approval of any lessor, sublessor, governmental agency or entity or person whomsoever or whatsoever; all rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Hydrocarbon Property have been duly paid or provided for and all leases or subleases

comprising a part of the Hydrocarbon Property are in full force and effect; none of the Encumbrances include any "take or pay," gas balancing or other similar provisions in accordance with which Hydrocarbons have been or may be produced and delivered without Mortgagor then or thereafter receiving full payment therefor and no gas imbalances presently exist; except as otherwise disclosed by Mortgagor to Mortgagee in writing, none of the Mortgaged Property is subject to any contractual or other arrangement whereby payment for production therefrom is to be deferred for a substantial period of time after the month in which such production is delivered (i.e., in the case of oil, not in excess of 60 days, and in the case of gas, not in excess of 90 days); none of the Mortgaged Property is subject to a contractual or other arrangement for the sale of oil production which cannot be canceled on 90 days (or less) notice; none of the Mortgaged Property is subject to a gas sales contract which contains terms which are not customary in the industry; none of the Mortgaged Property is subject at present to any regulatory refund obligation and no facts exist which might cause the same to be imposed.

(b) Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Property, Mortgagor agrees it will immediately defend against such adverse claim or take appropriate action to remove such cloud at Mortgagor's cost and expense, and Mortgagor further agrees that Mortgagee may take such other action as it deems advisable to protect and preserve its interests in the Mortgaged Property, and in such event Mortgagor will indemnify Mortgagee against any and all cost, attorney's fees and other expenses which Mortgagee may incur in defending against any such adverse claim or taking action to remove any such cloud. Such obligation of Mortgagor shall be payable on demand and shall bear interest from the date of demand until paid at the interest rate defined in the Loan Agreement (the "Interest Rate"). Except for sales of Hydrocarbons as and when produced and in the ordinary course of Mortgagor's business or as may be otherwise provided for in writing, Mortgagor will not sell, convey or in any manner dispose of the Mortgaged Property or any portion thereof without first securing the written consent of Mortgagee. Mortgagor will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons comprising a part of the Mortgaged Property pursuant to which such gas pipeline company or consumer may set off any claim against Mortgagor by withholding payment for Hydrocarbons actually delivered.

(c) This Mortgage and any and all rights granted to Mortgagee herein are intended to be subject, junior and subordinate to the rights of Norwest Bank Colorado, National Association ("Norwest") under the Amendment dated as of November 4, 1996, by and between Sheffield Operating Company, Inc., ST Oil Company and Norwest, of the Mortgage, Deed of Trust, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of April 9, 1993, from Sheffield Exploration Company, Inc., Torch Energy Corporation, Sheffield Gas Processors, Inc. and Knight Royalty Corporation to Norwest (the "Senior Mortgage"). This Mortgage is, and always will be kept, a direct lien and security interest upon the Mortgaged Property subject only to the Senior Mortgage and the Encumbrances specified herein or on Exhibit A, and Mortgagor will not create or suffer to be created or permit to exist any lien, security interest or charge prior to the lien and security interest of this Mortgage upon the Mortgaged Property or any part thereof or upon the rents, issues, revenues, profits and other

income therefrom, and Mortgagor will, from time to time, pay or cause to be paid as they become due and payable all taxes, assessments and governmental charges lawfully levied or assessed upon the Mortgaged Property or any part thereof, or upon or arising from any of the rents, issues, revenues, profits and other income from the Mortgaged Property, or incident to or in connection with the production of Hydrocarbons or other minerals therefrom, or the operation and development thereof; provided, that the foregoing covenant shall be suspended so long as the amount, applicability or validity of any such charges is being diligently contested in good faith by appropriate proceedings and if Mortgagor shall have set up reserves therefor which are adequate under generally accepted accounting principles.

(d) Mortgagor will at its own expense do or cause to be done all things necessary to preserve and keep in full repair, working order and efficiency all of the Mortgaged Property, including, without limitation, all equipment, machinery and facilities, and from time to time will make all the needful and proper repairs, renewals and replacements so that at all times the state and condition of the Mortgaged Property will be fully preserved and maintained.

(e) Mortgagor will promptly pay and discharge all rentals, delay rentals, royalties and indebtedness accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the assignments, deeds, leases, subleases, contracts and agreements described or referred to herein or affecting Mortgagor's interests in the Mortgaged Property, and will do all other things necessary to keep unimpaired Mortgagor's rights with respect thereto and prevent any forfeiture thereof or default thereunder. The Mortgaged Property (and properties unitized therewith) has been maintained, operated and developed in a good and workmanlike manner and in conformity with all applicable laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Property and other contracts and agreements forming a part of the Mortgaged Property; specifically in this connection, (i) after the Effective Date no Mortgaged Property is subject to having allowable production reduced below the full and regular allowable (including the maximum permissible tolerance) because of any over production (whether or not the same was permissible at the time) prior to the Effective Date and (ii) none of the wells comprising a part of the Mortgaged Property (or properties unitized therewith) are deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, the Mortgaged Property (or, in the case of wells located on properties unitized therewith, such unitized properties). To the extent applicable, Mortgagor will operate the Mortgaged Property in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all applicable proration and conservation laws of the jurisdiction in which the Hydrocarbon Property is located, and all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the development and operation of the Mortgaged Property and the production and sale of Hydrocarbons and other minerals therefrom. Mortgagor will do or cause to be done such development work as may be reasonably necessary to the prudent and economical operation of the Mortgaged Property in accordance with the practices of prudent operators in the area where the Hydrocarbon Property is located, including all to be done that may be appropriate to protect from diminution the productive capacity of the Mortgaged

Property and each producing well thereon including, without limitation, cleaning out and reconditioning each well from time to time, plugging and completing at a different level each such well, drilling a substitute well to conform to changed spacing regulations and to protect the Mortgaged Property against drainage whenever and as often as is necessary.

(f) Mortgagor will maintain insurance in the type and amounts appropriate for properties similar to the Hydrocarbon Property.

(g) Mortgagor will permit Mortgagee and its agents to visit and inspect any of the Mortgaged Property, to examine the books of account of Mortgagor and to discuss the affairs, finances or accounts of Mortgagor, and to be advised as to the same by any officer or employee of Mortgagor, all at such reasonable times or intervals Mortgagee may desire.

(h) Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by Mortgagee to carry out more effectively the purposes of this Mortgage and to subject to the lien created hereby any properties, rights and interests covered or intended to be covered hereby.

(i) Mortgagor will maintain its existence as a corporation and will maintain and procure all necessary franchises and permits to the end that it shall be and will continue to be a corporation in good standing in the State of Nevada and duly qualified to do business in any other state in which the Hydrocarbon Property is located with full power and authority to own and operate the Mortgaged Property as contemplated herein until this Mortgage shall have been fully satisfied.

(j) If any tax is levied or assessed against the Indebtedness described herein or any part thereof, or against this Mortgage with respect to the Indebtedness or any part thereof or this Mortgage, Mortgagor shall promptly pay the same.

(k) All or portions of the Mortgaged Property may be comprised of interests in the Hydrocarbon Property which are other than working interests or which may be operated by a party or parties other than Mortgagor and with respect to all or any such Hydrocarbon Property as may be comprised of interests other than working interests or which may be operated by parties other than Mortgagor, Mortgagor's covenants as expressed in this Section III are modified to require that Mortgagor use reasonable efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Hydrocarbon Property.

(l) Mortgagor agrees to indemnify Mortgagee against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this paragraph (l) being called the "claims") made against or incurred by Mortgagee as a consequence of the assertion either before or after the payment in full of all Indebtedness, that it received Hydrocarbons or the proceeds thereof claimed by third persons, and Mortgagee shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with a reasonable indemnity, it shall have the right to pay or compromise and adjust all such claims. Mortgagor will indemnify and pay to Mortgagee any

and all such amounts as may be paid in respect thereof or as may be successfully adjudged against Mortgagee. The obligations of Mortgagor as hereinabove set forth in this paragraph (l) shall survive the release of this Mortgage. After receipt by an indemnified party under this paragraph of notice of the commencement of any action, such indemnified party will, if indemnification in respect thereof by Mortgagor is to be required under this paragraph, notify Mortgagor of the commencement thereof, but the omission so to notify Mortgagor will not relieve it from any liability which it may have to any indemnified party hereunder or otherwise. In case any such action is brought against Mortgagee and Mortgagee notifies Mortgagor of the commencement thereof, Mortgagor will be entitled to participate therein and to the extent that Mortgagor may wish, to assume the defense thereof, with counsel satisfactory to Mortgagee (who shall not, except with the consent of such indemnified party, be counsel to Mortgagor).

(m) Mortgagor agrees that if Mortgagor fails to perform any act or to take any action which Mortgagor is required to perform or take hereunder or pay any money which Mortgagor is required to pay hereunder, Mortgagee in Mortgagor's name or its own name may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by Mortgagee and any money so paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee and the Mortgagee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to holders of the Indebtedness and/or Mortgagee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to Mortgagee until paid at the Interest Rate, and all such amounts together with such interest thereon shall be a part of the Indebtedness and shall be secured by this Mortgage.

(n) To the best of its knowledge, Mortgagor has not violated any provisions of any Federal or State law or any of the regulations thereunder (including those of the respective Conservation Commissions and Land Offices of the various jurisdictions having authority over the Mortgaged Property) with respect to the Mortgaged Property, and all necessary rate filings, certificate applications, well category filings, interim collection filings and notices, and any other filings or certifications have been made with respect to the Mortgaged Property, and all necessary regulatory authorizations (including without limitation necessary authorizations, if any, with respect to any processing arrangements conducted by Mortgagor or others respecting the Mortgaged Property or production therefrom) required under such laws and regulations with respect to all of the Mortgaged Property or production therefrom have been received by Mortgagor or any other appropriate person. Such rate filings, certificate applications, well category filings, interim collection filings and notices, and other filings and certifications contain no untrue statements of material facts nor do they omit any statements of material facts necessary in such filings.

IV

(a) A default under the Loan Agreement shall be an "Event of Default" hereunder. Upon the occurrence of an Event of Default, Mortgagee may, by written notice mailed to Mortgagor, postage prepaid, addressed to Mortgagor at its address set forth in the recitals hereof

or at such other address as Mortgagor may furnish to Mortgagee in writing, declare the Indebtedness to be due and payable whereupon the Indebtedness shall become immediately due and payable without notice of any kind. All costs and expenses (including attorneys' fees) incurred by Mortgagee in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor and shall draw interest at the Interest Rate and shall constitute a portion of the indebtedness secured hereby and shall have the benefit of the lien hereby created.

(b) If the Notes or any of the Indebtedness shall become due and payable, and Mortgagor shall not promptly pay the same, Mortgagee shall have the right and option to proceed with foreclosure and to sell, or cause to the sold, to the extent permitted by law, all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by the provisions of the law of the jurisdiction where the Hydrocarbon Property is located, as such law may be amended from time to time, or as otherwise required by law, or, in the absence of requirements, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where any part of the Hydrocarbon Property is located in more than one county of a State, notices as above provided shall be posted and filed in all such counties, and all such Mortgaged Property may be sold in any such county and such notice shall designate the county where such Mortgaged Property is to be sold. The affidavit of any person having knowledge of the facts to the effect that such notice was completed shall be prima facie evidence of the fact of notice. In the event any sale hereunder is not completed or is defective in the opinion of Mortgagee, such sale shall not exhaust the power of sale hereunder, and Mortgagee shall have the right to cause a subsequent sale or sales to be made. Upon receipt of the sale price in the case of a third party purchase or upon the crediting of the Indebtedness to the sales price if the purchaser is Mortgagee, the Mortgagee is hereby authorized, empowered and directed to make due conveyance to the purchaser or purchasers, with general warranty binding upon Mortgagor and the heirs, successors and assigns of Mortgagor. The right of sale hereunder shall not be exhausted by one or more such sales, and Mortgagee may make other and successive sales until all of the Mortgaged Property be legally sold or the Notes and all of the Indebtedness shall have been paid. Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or order of court to have physically present or constructively in his possession any of the Mortgaged Property, and Mortgagor hereby agrees to deliver all of such personal property to the purchasers at such sale on the date of sale, and if it should be impossible or impracticable to make actual delivery of such property, then the title and right of possession to such property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered. Recitals contained in any conveyance made by Mortgagee to any purchaser at any sale made pursuant hereto shall conclusively establish the truth and accuracy of the matters therein treated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal

sum of, or the interest accrued on, the Notes or any of the Indebtedness after the same has become due and payable, advertisement and occurrence of such sale in the manner provided herein. Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of Mortgagee, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for its or their purchase money, and such purchaser or purchasers, its or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of Mortgagee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anyway answerable for any loss, misapplication or nonapplication thereof. Mortgagee or its successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the posting of notices and the conduct of the sale, but in the name and on behalf of Mortgagee, its successor or substitute. If Mortgagee or its successor or substitute shall have given notice of sale hereunder, any successor or substitute thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute conducting the sale.

(c) If the Notes or any of the Indebtedness shall become due and payable and shall not be promptly paid, Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from the date of making such advance by Mortgagee until paid at the Interest Rate. Mortgagor agrees to the full extent that it lawfully may, that, in case one or more Event of Default shall have occurred and shall not have been remedied, then, and in every such case, Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, Mortgagee may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as Mortgagee shall deem best. All costs, expenses and liabilities of every character incurred by Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the Interest Rate, all of which shall constitute a portion of the Indebtedness and shall be secured by this Mortgage and by any other instrument securing the Indebtedness. In connection with any action taken by Mortgagee pursuant to this paragraph (c), Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from

any act or omission of Mortgagee in administering, managing, operating or controlling the Mortgaged Property unless such loss is caused by its own willful misconduct, bad faith or gross negligence, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability of Mortgagor. Mortgagor shall and does hereby agree to indemnify Mortgagee for, and to hold Mortgagee harmless from, any and all liability, loss or damage which may or might be incurred by Mortgagee by reason of this Mortgage or the exercise of rights or remedies hereunder; should Mortgagee make any expenditure on account of any such liability, loss or damage, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from the date expended until paid at the Interest Rate, shall be a part of the Indebtedness and shall be secured by this Mortgage and any other instrument securing the secured indebtedness. Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Mortgaged Property taken under this paragraph (c).

(d) Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

(e) Any sale or sales of the Mortgaged Property or any part thereof, whether under the power of sale herein granted and conferred or under and by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor, its successors and assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Mortgagor, its successors and assigns; and Mortgagor, if requested by Mortgagee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in anyway be considered as a waiver of any of the rights, benefits or liens created by this Mortgage. Mortgagor agrees, to the full extent that it may lawfully so agree, that it will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for itself and all who may claim through or under it, so far as it or

they now or hereafter lawfully may, hereby waives the benefit of all such laws. Mortgagor, for itself and all who may claim through or under it, waives to the extent that it may lawfully do so, any and all right to have the property included in the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety or in parcels. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

V

(a) Mortgagor has absolutely and unconditionally assigned, transferred, and conveyed, and does hereby absolutely and unconditionally assign, transfer and convey unto Mortgagee, its successors and assigns, all of the revenues and proceeds now and hereafter attributable to the Hydrocarbons and the products and all payments in lieu of the Hydrocarbons such as "take or pay" payments or settlements. The Hydrocarbons and products are to be delivered into pipe lines connected with the Hydrocarbon Property, or to the purchaser thereof, to the credit of Mortgagee, free and clear to Mortgagee of all taxes (other than production taxes), charges, costs, and expenses; and all such revenues and proceeds shall be paid directly to Mortgagee, at its address set forth in the recitals above with no duty or obligation of any party paying the same to inquire into the rights of Mortgagee to receive the same, what application is made thereof, or as to any other matter. Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders, and other instruments as may be required or desired by Mortgagee or any party in order to have the proceeds and revenues so paid to Mortgagee. Mortgagee is fully authorized to receive and receipt such revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with such revenues or proceeds and apply the proceeds thereof to the payment of the Indebtedness, when received, regardless of the maturity of any of the Indebtedness, or any installment thereof; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding Mortgagor. Mortgagee shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but Mortgagee shall have the right in the name of Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by Mortgagor. Mortgagor hereby agrees to indemnify Mortgagee against all claims, actions, liabilities, judgments, costs, charges and attorneys' fees made against or incurred by it based on the assertion that Mortgagor has received funds from the production of Hydrocarbons claimed by third persons either before or after the payment in full of the Indebtedness. Mortgagor shall have the right to defend against any such claims, actions and judgments, employing its attorneys therefor, and if Mortgagor is not furnished with reasonable indemnity, it shall have the right to compromise and adjust any such claims, actions and judgments. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the

Hydrocarbons. In addition to the rights granted to Mortgagee in Section I (c) of this Mortgage, Mortgagor hereby further transfers and assigns to Mortgagee any and all such liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the Hydrocarbons and proceeds of runs therefrom arising under or created by such statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this paragraph, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

(b) Nothing herein contained shall modify or otherwise alter the obligation of Mortgagor to make prompt payment of all principal and interest owing on the Notes and all other Indebtedness when and as the same become due regardless of whether the proceeds of the Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Indebtedness.

(c) To further secure the Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in and to the Mortgaged Property insofar as the Mortgaged Property consists of equipment, accounts, contract rights, general intangibles, inventory, Hydrocarbons, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the applicable Uniform Commercial Code, including the proceeds and products from any and all of such personal property. Upon the happening of an Event of Default, Mortgagee is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the applicable Uniform Commercial Code with reference to the personal property and fixtures in which Mortgagee has been granted a security interest herein, or Mortgagee may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted to Mortgagee under any other provision of this Mortgage or under any other instrument executed in connection with or as security for the Notes or any of the Indebtedness. Written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of any part of the Mortgaged Property which is personal property subject to the provisions of the Uniform Commercial Code, or prior to the date after which private sale of any such part of the Mortgaged Property will be made, shall constitute reasonable notice.

(d) Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Uniform Commercial Code of one or more of the jurisdictions in which the Hydrocarbon Property is located will attach to Hydrocarbons (minerals including oil and gas) or the accounts resulting from the sale thereof at the wellhead located on the land described or to which reference is made herein; (iii) this Mortgage is to be filed of record in the real estate records as a financing statement, and (iv) Mortgagor is the record owner of the real estate or interests in the real estate comprised of the Mortgaged Property.

[redacted] [redacted] [redacted]

VI

(a) If all Indebtedness secured hereby shall be paid and the commitments of Mortgagee under the Loan Agreement canceled, this Mortgage shall become null and void and the Mortgaged Property shall revert to Mortgagor, and Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

(b) If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

(c) This Mortgage may be construed as a mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order to fully effectuate the lien hereof and the purposes and agreements herein set forth.

(d) The terms used to designate Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

(e) To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether the liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Mortgagee, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the indebtedness.

(f) This Mortgage is made with full substitution and subrogation of Mortgagee and its successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

(g) The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of Mortgagee.

(h) If any of the terms or provisions hereof or of any note or other evidence of the Indebtedness secured hereby is susceptible of being construed as binding or obligating Mortgagor or any other person or concern obligated, either primarily or conditionally, for the

payment of any Indebtedness secured hereby, under any circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are a mistake in calculation or wording and, notwithstanding the same, it is expressly agreed that neither Mortgagor nor any other person or concern obligated in any manner on any such Indebtedness shall ever be required or obligated under the terms hereof or under the terms of any such note, or other evidence of any of the Indebtedness or otherwise, to pay interest in excess of that authorized by law. It is the intention of the parties hereto to conform strictly to the usury laws now in force in the State of Colorado, applicable Federal law and the law of any other jurisdiction which may be applicable. In furtherance thereof, such persons stipulate and agree that none of the terms and provisions hereof or any note or other evidence of the Indebtedness secured hereby shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. Mortgagee shall not be entitled to charge or collect excessive unearned interest or finance charges in the event the maturity of any Indebtedness is accelerated. If (a) the maturity of any Indebtedness is accelerated for any reason, (b) any Indebtedness is prepaid and as a result any amounts held to constitute interest are determined to be in excess of the legal maximum, or (c) any holder of any or all of the Indebtedness shall otherwise collect moneys which are determined to constitute interest which would otherwise increase the interest on any or all of the Indebtedness to an amount in excess of that permitted to be charged by applicable law then in effect, then all such sums determined to constitute interest in excess of such legal limit shall, without penalty, be promptly applied to reduce the then outstanding principal of the related Indebtedness or, at such holder's option, promptly returned to Mortgagor or the other payor thereof upon such determination. In determining whether or not the interest paid or payable, under any specific circumstance, exceeds the maximum amount permitted under applicable law, Mortgagor (and any other payor thereof) shall to the greatest extent permitted under applicable law, (i) characterize any nonprincipal payment as an expense, fee or premium rather than as interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the instruments evidencing the Indebtedness in accordance with the amounts outstanding from time to time thereunder and the maximum legal rate of interest from time to time in effect under applicable law in order to lawfully charge the maximum amount of interest permitted under applicable law.

(i) In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of such property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and retainer) in any court having jurisdiction. The purchaser or

[redacted] [redacted] [redacted]

purchasers at foreclosure shall have the right to affirm or disaffirm any lease of the Mortgaged Property or any part thereof.

WITNESS THE EXECUTION HEREOF, as of the 4th day of November, 1996 (the "Effective Date").

MORTGAGOR:

Attest:

By: Michelle L. Hiller
Michelle L. Hiller
Secretary
CORPORATION HAS NO SEAL

ST OIL COMPANY

By: _____
J. Samuel Butler
President

Attest:

By: Michelle L. Hiller
Michelle L. Hiller
Secretary
CORPORATION HAS NO SEAL

SHEFFIELD OPERATING COMPANY, INC.

By: _____
J. Samuel Butler
President

The name and address of the Debtors (Mortgagor) are:

ST OIL COMPANY
SHEFFIELD OPERATING COMPANY, INC.
Attention: President
1801 Broadway, Suite 600
Denver, Colorado 80202

The name and address of the Secured Party (Mortgagee) is:

TRANSMONTAIGNE OIL COMPANY
370 - 17th Street, Suite 2750
Denver, Colorado 80202

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

The foregoing instrument was acknowledged before me on November 4, 1996 by J. Samuel Butler, President of ST Oil Company, a Nevada corporation, and President of Sheffield Operating Company, Inc., a Nevada corporation, on behalf of such companies.

JOANN M. SIEMANN NOTARY PUBLIC STATE OF COLORADO

Joann M. Siemann
Notary Public in and for the
State of Colorado
Printed Name: JOAN M. SIEMANN

My Commission Expires: July 17, 2000

[redacted] [redacted] [redacted]

EXHIBIT A

HYDROCARBON PROPERTY

EXHIBIT "A"

Sublette County, Wyoming

1. Well Name: Jensen #1

Unit Description: T31N, R109W, 6th P.M.
Section 11: SW/4NW/4
Sublette County, Wyoming

Oil and Gas Leases:

a) Lessor: Brandt Jensen, et al
Lessee: Leonard Hay
Date: 07/01/75
Recorded: Book 58 O&G, Page 626
Lands: T31N, R109W
Section 11: SW/4NW/4, and other

Unit Working Interest: 22.50%

Unit Net Revenue Interest: 18.75%

2. Well Name: Jensen #2

Unit Description: T31N, R109W, 6th P.M.
Section 11: Lot 7 (SE/4SE/4)
Sublette County, Wyoming

Oil and Gas Leases:

a) Lessor: Brandt Jensen, et al
Lessee: Leonard Hay
Date: 07/01/75
Recorded: Book 58 O&G, Page 626
Lands: T31N, R109W
Section 11: Lot 7, and other

Unit Working Interest: 22.50%

Unit Net Revenue Interest: 18.75%

[redacted] [redacted] [redacted]

3. **Well Name:** Vible #1

Unit Description: T31N, R109W, 6th P.M.
Section 11: SE/4NE/4
Sublette County, Wyoming

Oil and Gas Leases:

a) **Lessor:** Elva Louise Vible
Lessee: Leonard Hay
Date: 09/16/94
Recorded: Book 99 O&G, Page 83
Lands: T31N, R109W
Section 11: SE/4NE/4, and other

Unit Working Interest: 25.00%

Unit Net Revenue Interest: 20.50%

///

112

RECORDED Nov. 27 1996 11:45a M
IN BOOK 104 O-6 PAGE 112
FEES $18.25 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

WELLBORE ASSIGNMENT AND BILL OF SALE

259848

THIS AGREEMENT, entered into this 1st day of October, 1996, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is 1301 McKinney, Houston, Texas 77010 (hereinafter "Assignor") and Enron Oil & Gas Company, a Delaware corporation, whose mailing address is 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter "Assignee").

DOES WITNESS THAT:

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, it is agreed between the parties as follows, to-wit:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee, without warranty express or implied, all of Assignor's right, title and interest in and to the existing wellbores only of the wells listed in Exhibit "A" attached hereto and by reference made a part hereof for all purposes from the surface to total depth, and the property interests listed in Exhibit "A" as limited therein, if any, only insofar as said property pertains to the wellbore interests assigned herein, (hereinafter referred to as the "Assigned Premises"), subject to all of the covenants and conditions hereof. Assignor also conveys to Assignee any easements, rights-of-way or other rights of ingress and egress, permits, licenses and orders appertaining to the Assigned Premises, excepting, reserving and retaining therefrom all other such rights unto Assignor with respect to property not conveyed hereby.

2. Bill of Sale. Assignor does hereby convey unto Assignee all of Assignor's right, title and interest in and to the wells listed in Exhibit "A" attached hereto, (hereinafter referred to as the "Wells") and to the personal property, flow lines, surface equipment, or any other equipment associated therewith (hereinafter referred to as the "Personal Property").

Assignee shall not have the right to use the Assigned Premises, Wells, or Personal Property to produce oil or gas from the Mesa Verde formation.

3. No Warranty or Representation by Assignor. This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN CONVEYED, EITHER EXPRESS OR IMPLIED, it being expressly agreed by Assignor and Assignee that ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATION WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, OR OF TITLE TO OR CONDITION OF THE ASSIGNED PREMISES AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning the Assigned Premises, Wells and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

Assignee specifically assumes the risk of description, title, and the condition of the Assigned Premises. Assignee has been given the opportunity to inspect the Assigned Premises prior to the effective date including but not limited to the physical and environmental condition, both surface and subsurface, of the Assigned Premises. Assignee may as a part of its environmental assessment test for the presence of

Naturally Occurring Radioactive Materials (hereinafter referred to as "NORM"). After the effective date Assignee agrees to defend, indemnify and hold Assignor harmless from any and all claims arising from the presence of NORM.

4. Reservations. All oil in tanks above the pipeline connections from the Wells to the tanks as of 7:00 A.M. on the effective date hereof is not to be part of this agreement, but shall remain the property of Assignor and shall be delivered to the pipeline company for the account of Assignor. All gas produced and the proceeds of gas produced prior to 7:00 A.M. on the effective date hereof shall likewise not be part of this agreement but shall remain the property of Assignor. With the exception of natural gas imbalances, Assignor also reserves and retains all claims and causes of action Assignor may have, as of the effective date, against the purchaser or purchasers of oil or gas from the properties covered by this Wellbore Assignment and Bill of Sale. This agreement further does not include any equipment or lines of the purchaser or purchasers of oil and gas from the Assigned Premises and does not include any of Assignor's work files at field offices serving the Assigned Premises, or any tools, pulling machines, trucks or other equipment that may be located temporarily on the Assigned Premises, and Assignor shall have the right at any time to remove the same from the Assigned Premises.

Assignor shall invoice Assignee for Assignor's share of ending oil tank inventories, and Assignee shall pay such invoice within 30 days of receipt. Assignor shall value the ending oil inventory, and Assignee agrees to pay such invoices, at the value Assignor would have received if oil had been sold to Assignor's oil purchaser on the effective date of sale.

Assignor shall give Assignee reasonable notice of the final gauging of oil inventories, and Assignee shall have the option to jointly gauge such inventories. Assignee and Assignor shall acknowledge in writing the results of final gauging. Regardless of whether Assignee participates in gauging, the results of Assignor's final gauging shall be binding upon Assignee.

5. Transfers. Assignor will, upon request, execute and deliver transfer orders directing purchasers of production to make payment to Assignee on production from the Assigned Premises after 7:00 a.m. on the effective date. Assignor shall make its files and records pertaining to the Assigned Premises available to Assignee for inspection.

6. Taxes and Payables. All credits and payment obligations associated with the Assigned Premises including but not limited to royalties, lease and other forms of contractual payments (including prepayments) and ad valorem, property, and other forms of taxes, which have been paid by Assignor or which have accrued on or before the effective date, shall be prorated between Assignor and Assignee as of the effective date. Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the effective date, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the effective date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale of the Assigned Premises. Assignee shall pay Assignor all state and local sales or use taxes applicable to that portion of the Assigned Premises which is tangible personal property, and Assignor shall remit such amount to the appropriate taxing authority in accordance with applicable law; provided, however, that if Assignee holds a direct payment permit which is valid on the effective date, Assignee shall assume all responsibility for remitting to the appropriate taxing authority the state and local sales and use taxes due, and shall provide Assignor with any exemption certificates or other documentation required under applicable law in lieu of paying Assignor the taxes due. Assignee shall hold harmless and shall indemnify Assignor for any sales or use taxes assessed against Assignor by any taxing authority in respect of the sale of the Assigned Premises, including the amounts of any penalties, interest and attorneys' fee. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes, shall be paid or reimbursed by Assignee. Should this Assignment and Bill of Sale constitute an

isolated or occasional sale and not be subject to sales or use tax with any of the taxing authorities having jurisdiction over this transaction, no sales tax will be collected by Assignor from Assignee. Assignor agrees to cooperate with Assignee in demonstrating that the requirements for an isolated or occasional sale or any other sales tax exemption have been met.

After the effective date, Assignor will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period prior to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignee. Similarly, after the effective date, Assignee will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period subsequent to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignor.

Assignor shall retain all rights and obligations regarding outstanding accounts receivable pertaining to the Assigned Premises for periods prior to the effective date. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible.

7. Natural Gas Imbalances. Prorationing of accounts, as described in the preceding Article hereof, is not applicable to an imbalance in Assignor's gas production account, whether or not a gas balancing agreement is in effect. Regardless of whether Assignor is overproduced or underproduced as to its share of total gas production, any balancing obligation or credit arising from such over or underproduction shall transfer to Assignee on the effective date of this Assignment and Bill of Sale and, Assignor shall have no further liability or benefit therefrom (whichever the case may be) and as of said effective date, Assignee assumes any such obligation. If Assignor is a party to a gas balancing agreement(s) covering all or a portion of the Assigned Premises, Assignee shall assume all rights and duties of Assignor pursuant thereto. If all or a portion of the Assigned Premises are not covered by a gas balancing agreement, Assignee shall fulfill its obligations under this provision in accordance with the applicable state law. Assignee agrees to indemnify, defend and hold Assignor harmless against any and all losses, claims, suits and liabilities arising directly or indirectly out of Assignee's failure to fulfill its obligation under this provision.

8. Indemnity of Assignor. (a) Assignee agrees to assume responsibility for and comply with all duties and obligations of Assignor regarding plugging and abandonment of the Wells, removal of Personal Property and necessary surface remediation and cleanup, all in accordance with applicable laws, statutes, governmental orders and regulations. Assignee further agrees to defend, release, protect, indemnify and hold Assignor harmless from any and all damage, loss, injury, liabilities or expenses (including but not limited to, reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) arising from Assignee's failure to plug and abandon such Wells, remove such Personal Property or perform such remediation and cleanup. Assignee acknowledges that the Assigned Premises have been used for oil and gas drilling and producing operations, transportation operations, related oilfield operations and possibly the storage and disposal of waste materials incidental to or occurring in connection with such operations, and that physical changes in the land may have occurred as a result of such uses and that Assignee has entered into this Agreement on the basis of Assignee's own investigation of the physical condition of the Assigned Premises, including subsurface conditions. Assignee is acquiring the Assigned Premises precisely and only in an "as is and where is" condition and assumes the risk that adverse physical conditions which may not have been revealed by Assignee's investigation are located thereon. Assignee hereby agrees to assume full responsibility for compliance with all obligations, liabilities and regulations concerning all of such conditions, known or unknown, and further agrees to defend, indemnify and hold Assignor harmless (including, but not limited to, indemnification for liability under CERCLA, RCRA, CWA, CAA and all other federal, state and local

environmental laws and regulations, as well as all acts, laws and regulations amendatory or supplemental thereto) against any and all damage, loss, injury, liabilities, or expenses (including but not limited to reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) pertaining to the environmental condition of the Assigned Premises (whether relating to periods before or after the Effective Date). Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

(b) Assignee agrees to protect, indemnify and hold Assignor harmless from and against any and all liability, loss, damage, injury and claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way arising from operations or activities related to the Assigned Premises, Wells and Personal Property and the contracts and agreements appertaining thereto (whether relating to periods before or after the Effective Date) based upon any theory of negligence, liability without fault or other, and whether based upon any alleged act or omission of Assignor, Assignee or any other party.

(c) Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Assignor's interest in the Assigned Premises subject to this Assignment and Bill of Sale; and this Assignment and Bill of Sale is made expressly subject to all such agreements, leases, easements and other contracts, whether or not the same are herein specifically identified.

9. Broker's Fees. Assignor and Assignee warrant that neither has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this agreement for which the other shall have responsibility. All fees, costs, and expenses incurred by Assignor or Assignee relating to this agreement shall be paid by the party incurring same. All recording and transfer fees shall be paid by Assignee.

10. Effective Date. This agreement shall be effective as of 7:00 A.M. on the 1st day of September, 1996.

11. This agreement constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

12. Waiver Of Consumer Rights. ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ASSIGNEE'S OWN SELECTION, ASSIGNEE VOLUNTARARILY CONSENTS TO THIS WAIVER.

13. Conspicuousness/Express Negligence. THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES, LIABILITIES OR DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

14. Successors and Assigns. The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

EXECUTED the day and year first above written, but effective as of the date shown in Paragraph 10 hereof.

ASSIGNOR:
CHEVRON U.S.A. INC.

By: _____
Attorney-in-Fact

ASSIGNEE:
ENRON OIL & GAS COMPANY

By: _____
Title: Andrew C. Morris, Agent and Attorney-in-Fact

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared W. M. Sellers, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Chevron U.S.A. Inc., and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Chevron U.S.A. Inc. _____.

Given under my hand and seal of office this 21st day of October, 1996.

BRENDA KAY BARNARD
Notary Public. State of Texas
My Commission Expires
MARCH 13. 1999

Brenda Kay Barnard
Notary Public

STATE OF COLORADO
COUNTY OF DENVER

Before me, the undersigned authority, on this day personally appeared Andrew C. Morris, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of Enron Oil & Gas Company, and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Enron Oil & Gas Company.

Given under my hand and seal of office this 17th day of October, 1996.

Betty A. Herrold
Betty A. Herrold
1625 Broadway, Ste. 1300, Denver, CO
Notary Public

My Commission Expires: 7/26/98

EXHIBIT "A"

Attached to and made part of that certain Wellbore Assignment And Bill Of Sale dated effective September 1, 1996, between Chevron U.S.A. Inc. as Assignor and Enron Oil & Gas Company as Assignee

Big Piney Mesaverde Unit Area
Sublette County, Wyoming

All of Assignor's right, title and interest in and to the Mesaverde Oil and Gas Battery #10, located in Sec. 35, T29N-R113W, and the existing wellbores, only, of the following wells from the surface to total depth:

WELL NAME	DESCRIPTION
Big Piney Mesaverde #1-83	Sec. 14, T29N-R113W
Big Piney Mesaverde #1-84	Sec. 23, T29N-R113W
Big Piney Mesaverde #10-1	Sec. 25, T29N-R113W
Big Piney Mesaverde #13-49	Sec. 25, T29N-R113W
Big Piney Mesaverde #13-86	Sec. 25, T29N-R113W
Big Piney Mesaverde #13-1	Sec. 25, T29N-R113W
Big Piney Mesaverde #6-41	Sec. 26, T29N-R113W
Big Piney Mesaverde #15-7	Sec. 36, T29N-R113W
Big Piney Mesaverde #15-35	Sec. 36, T29N-R113W
Big Piney Mesaverde #15-16	Sec. 36, T29N-R113W
Big Piney Mesaverde #15-33	Sec. 36, T29N-R113W
Big Piney Mesaverde #15-18	Sec. 36, T29N-R113W
Big Piney Mesaverde #15-22	Sec. 36, T29N-R113W
Big Piney Mesaverde #15-13	Sec. 36, T29N-R113W
Big Piney Mesaverde #8-26	Sec. 3, T29N-R113W
Big Piney Mesaverde #8-35	Sec. 3, T29N-R113W
Big Piney Mesaverde #14-75	Sec. 3, T29N-R113W
Big Piney Mesaverde #14-51	Sec. 3, T29N-R113W

ELB [redacted]
0050[redacted]

[redacted] [redacted]

AFFIDAVIT

RECORDED Nov. 27 1996 12:40p
IN BOOK 104 O+G PAGE 119
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soto

State of Texas δ
δ 259850
County of Harris δ

Theresa Wysocki, of lawful age, and being first duly sworn, upon her oath, disposes and says:

That she is a Division Properties Supervisor for Enron Oil & Gas Company (Enron) in Houston, Texas.

That Exxon Company, U.S.A. by letter dated August 9, 1996, provided to Enron, copies from their files of the documents listed below as Exhibits "A" and "B" being and attached hereto and made a part hereof:

Exhibit "A" Federal Oil & Gas Lease serial #E-023050, dated January 1, 1948 and issued to K. Dean Butler and covering the following described lands in Sublette County, Wyoming:
Township 27 North, Range 112 West, 6th P. M.
Section 14: S/2
Section 22: E/2E/2
Section 24: W/2W/2, containing 640.00 acres, more or less.

Exhibit "B" Assignment from K. Dean Butler to K. Dean Butler, L. C. Jacox and Lawrence Johnson, dated November 4, 1948, of Federal Oil & Gas Lease serial #E-023050, as listed above and convering the same lands.

That Federal Oil & Gas Lease serial #E-025549 convering the E/2E/2 of Section 22, Township 27 North, Range 112 West, 6th P. M., Sublette County, Wyoming was segregated from Federal Oil & Gas Lease serial #E-023050, effective as of January 1, 1949, by BLM Decision Letter dated September 16, 1949. and subsequently Federal Oil & Gas Lease serial #E-023050 expired and the file was destroyed.

Further Affiant sayeth not.

Theresa Wysocki
Theresa Wysocki

Subscribed and sworn to before me this 8th day of November, 1996.
My commission expires 2-9-2000

Carrie Stevens
Notary Public

STATE OF TEXAS>

COUNTY OF HARRIS>

CARRIE STEVENS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 9, 2000

BEFORE ME, the undersigned authority, on this day personally appeared. Theresa Wysocki 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 of her own free act and deed.

GIVEN UNDER MY HAND AND SEAL. OF OFFICE this 8th day of November, 1996.

My Commission Expires:

2-9-2000

Carrie Stevens
Notary Public within and for the State of Texas

i:\land\den\ch\twafdexx.doc

EXHIBIT "A"
/20

LEASE OF OIL AND GAS UNDER [illegible]

[illegible]

[illegible]

Box 1032, Rock Springs, Wyoming,

xxxii

xxx

T. 21 N., R. 104 W., 6th P.M., Wyoming:
Sec. 14, S½;
" 22, E½, E½W½;
" 24, N½N½;

[illegible]

formation
[illegible]
in which a land is situated [illegible]
[illegible]
must be filed for [illegible]
[illegible]
[illegible]
[

(f) Statements, Drills, and Reports.--At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost, a plan showing development work and improvements on the leased land, and a report with respect to stockholders investment, depreciation, and costs.

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments due the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(j) Diligence--Prevention of waste, Health and safety of workmen.--To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations in accordance with approved methods and practice as provided in the operating regulations having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal beds or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees, to plug properly and effectively all wells before abandoning the same, to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) Taxes; [illegible] taxes--Freedom of employees.--To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements or the oil or gas produced from the lands hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) [illegible] discrimination.--Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and to require an identical provision to be included in all subcontracts.

(m) [illegible] and the [illegible] thereof.--To file within 90 days [illegible] instrument of trust for all of this lease, or any [illegible] including [illegible] of record title, working or royalty interest [illegible] for approval [illegible] instrument to take effect [illegible] approval by the Director, Bureau of Land Management, as of the first day [illegible] month following the date of filing in the proper land office.

(n) [illegible] pipe lines.--[illegible] operation [illegible] a controlling interest in any pipe line or of any [illegible] operated [illegible] to the oil or gas derived [illegible] under this lease, to accept and convey [illegible] of a purchaser of such product [illegible] rates at reasonable rates and without discrimination the oil or gas of the [illegible] of any citizen or company not the owner of any pipe line.

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.--To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Overriding royalties.--To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved--Easements and rights-of-way.--The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees, or permittees, and for other public purposes.

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

(c) Monopoly; fair prices.--Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.--Pursuant to section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the same required by the lessor, for the extraction of the helium in such plant or production works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of royalties.

121

(f) C[redacted]s.—All rights pursuant t[redacted] tion 4 [redacted] the [redacted] existing
nd lease or operate valuable water [redacted].

(g) Fi[redacted]s.—[redacted] provi[redacted] [redacted] August 1,
1950 (Publi[redacted] law 687, 81st [redacted]), [redacted] other [redacted] of water
been or may hereafter [redacted] upon [redacted]
[redacted]rminable materials, [redacted] upon written
[redacted] the United States through [redacted] the
[redacted] enter upon the land [redacted] of new
[redacted] compensation for any damage or [redacted] other [redacted]

SEC. 4. Drilling and [redacted]. [redacted] that
the rate of prospecting and [redacted] the lands covered by this [redacted] as to
[redacted] Secretary of the Interior, [redacted] Secretary
[redacted] into consideration, [redacted] and regu-
lations issued thereunder, or [redacted] either
drilling for production, or [redacted] interest in
[redacted] person, committee, or [redacted] incident to
[redacted] plan, may alter or modify [redacted] and the
development and the quantity and rate of [redacted] this lease.

SEC. 5. Surrender and [redacted]. [redacted] any legal adverse [redacted] this
[redacted] relinquishment, in [redacted] part, [redacted]
subject to the continued [redacted] all
[redacted] accrued rentals and [redacted]
[redacted] in condition for [redacted] the terms of the [redacted]
[redacted] due and payable to the [redacted]
said.

SEC. 6. Purchase of [redacted]. [redacted] the expi-
ration of this lease, or the [redacted] preceding section, the lessee [redacted] within 3 months from the [redacted]
[redacted] machinery, appliances, structures, tools,
[redacted] lessee, [redacted] in use thereon [redacted] by the
[redacted] at the payment to the [redacted] prothe-
[redacted] for by a board of three [redacted] appointed
[redacted] by the lessee, and the [redacted] to the
[redacted] equipment [redacted] shall remain in normal [redacted] operation
[redacted] all not [redacted] within 3 months [redacted], or within
[redacted] tools, machinery, [redacted], or
[redacted] at any time, within a period [redacted] proval
[redacted] lessee shall not have [redacted] to remove
[redacted] equipment or apparatus [redacted] Any
[redacted] materials, tools, machinery, [redacted] in or out of wells on the [redacted] during
[redacted] expiration of the period [redacted] may be granted on account of [redacted] thereof.

SEC. 7. Forfeiture [redacted]. [redacted] any of the provisions [redacted] the performance of [redacted] thereof and such default [redacted] days after notice thereof [redacted] Interior [redacted] this lease, tools, [redacted] shall become [redacted] continued [redacted] decision in the manner [redacted] shall not be construed [redacted] provision or [redacted] remedy which the [redacted]

cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

by _____
Director of the Bureau of Land Management.

R. Lean Sattler

Lawrence Johnson
Lusk, Wyo.

Kenneth E. Allison
Lusk, Wyo.
Witnesses to signature of lessee.

_____
Lessee.

EXHIBIT "B"

_____ of _____ in _____.

Witness:

Florence C Watson

L B Ladd

_____ (Seal.)
Assignor

_____ (Seal.)
Assignor

Witness:

Florence C Watson

E H Lindsey

_____ (Seal.)
Assignee

_____ (Seal.)
Assignee

State of Wyoming,
County of Niobrara } ss.

On this 4 day of November, 1948, before me personally appeared _____ Butler, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal this 4 day of November, 1948.

Florence C Watson
Notary Public

My commission expires:
October 1-1950

State of Wyoming,
SS
County of Niobrara

On this 4th day of November, 1948, before me personally appeared E. Dean Butler, L. C. Jacox, and Lawrence Johnson, 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.

Given under my hand and seal this 4th day of November, 1948.

Florence C Watson
Notary Public

My commission expires:
October 1-1950

141 318

124

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 025551 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 1948, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. Evanston 025551, affecting certain land in the County of Sublette State of Wyoming, described as follows:

259896

T. 27N., R. 112W., 6th PM

Sec. 22: W½E½

RECORDED Dec. 3 1996 11:45 a.m.
IN BOOK 104 O&G PAGE 124
FEES $8.00 160.00 acres
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Gordon

CERTIFIED to be a true and complete copy of the official records on file
OCT 16 1996
BUREAU OF LAND MANAGEMENT

~~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 and other hydrocarbon substances produced, saved and sold from 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 Belfer, 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 ... this ____ day of _____

My commission expires.

[redacted] [redacted] [redacted]

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On the _____ day of SEP 28, 1959, before me personally appeared JACK SALTZ 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 _____, 1959.

Notary Public

(seal) Ilcba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
Commission Expires March 30, 1960

30

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 16 1996
BUREAU OF LAND MANAGEMENT

Well: Federal #2-23

PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS, that **McRAE & HENRY, LTD.**, with offices at 730 Seventeenth Street, Suite 920, Denver, CO 80202 ("Assignor"), does hereby bargain, sell, quitclaim, assign and convey unto **CHARLES W. BLOOMQUIST**, with offices at 730 Seventeenth Street, Suite 922, Denver, CO 80202 ("Assignee"), an undivided one-third (33.333333%) of the interest conveyed to McRae & Henry, Ltd. by that certain Assignment, Bill of Sale and Conveyance dated to be effective April 1, 1991, and recorded in Book 87 at Page 498, as Document #233443 in the records of Sublette County, Wyoming (Texon Energy Corporation, Assignor) in and to those certain Oil, Gas and Mineral Leases and/or lands set forth or referenced on Exhibit "A", attached hereto and made a part hereof, including but not limited to working interests, net revenue interests, overriding royalty interests, reversionary interests, payments out of production, rights to proceeds from the sale of products from said Leases, and other property interests; together with a like interest in and to all personal property and equipment, including produced products, located on said Leases, *insofar and only insofar as said Leases cover the lands specifically set forth or referenced on said Exhibit "A"*; subject to the rights and obligations under all existing contracts and agreements which predate this Partial Assignment, Bill of Sale and Conveyance but which may affect the leasehold estates and properties herein conveyed;

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

THIS PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE is made without warranty of title, either express or implied. Further, Assignor makes no express or implied warranties or representations as to the quality, merchantability or fitness of the properties for Assignee's intended use whatsoever, and Assignee accepts the properties conveyed hereby "AS IS", "WHERE IS", "WITH ALL FAULTS", and in present condition and state of repair.

IT IS EXPRESSLY UNDERSTOOD that this Partial Assignment, Bill of Sale and Conveyance does not convey any portion of Assignor's right, title and interest derived by virtue of any conveyance(s) other than that certain Assignment, Bill of Sale and Conveyance specifically described above.

ASSIGNEE, by the acceptance, filing for record and recording of this document, acknowledges the obligations of Assignee set forth herein, accepts this Partial Assignment, Bill of Sale and Conveyance under the terms and conditions set forth herein, and waives any future claim against Assignor as of the date of the filing of this instrument.

IN WITNESS WHEREOF, this Partial Assignment, Bill of Sale and Conveyance is executed this 25th day of September, 1996, to be effective for all purposes as of September 1, 1996.

McRAE & HENRY, LTD. ATTEST: CORPORATE SEAL COLORADO

D. L. Wyman, III, Secretary

ASSIGNOR:
McRAE & HENRY, LTD.

By: Mac Jones, President

259909

RECORDED Dec. 4 1996 9:50 AM
BOOK 104 046 PAGE 1210
FEES 10.00 COUNTY CLERK
[redacted] COUNTY, PINEDALE WYO [redacted]
By Cathy Gordon

STATE OF COLORADO)
)
COUNTY OF DENVER)

BEFORE ME, the undersigned authority, on this day personally appeared Mac Jones, President of McRae & Henry, Ltd., a Colorado corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and upon his oath acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25Th day of September, 1996.

My Commission expires:
December 4, 1997

KIMBERLEY WYMAN
NOTARY PUBLIC
STATE OF COLORADO

Kimberley Wyman
Kimberley Wyman
Notary Public in and for the
State of Colorado

EXHIBIT "A"

SUBLETTE COUNTY, WY

NO. LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION	PROPERTY NAME	ID NO
787 USA W-54914	Rainbow Resources, Inc.	06/01/76	54 368 as #161716	Township 27 North, Range 112 West Section 23: W/2	Federal #2-23	WY-074

[redacted] **Assignment of [redacted]rriding Royalty Interests, [redacted]**
Landowner Royalty Interests, and
Working Interests in Oil and Gas Leases

State of **WYOMING**)
)ss. Know all men by these presents
County of **SUBLETTE**)

That the undersigned, **Union Bank & Trust**, hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **McCulliss Resources Co., Inc.**, 1225 17th Ste. 2210, Denver, Colorado 80202, hereinafter called Assignee, all of Assignor's interest in and to the oil and gas lease(s) described on Exhibit "A" attached hereto and made a part hereof, together with the rights incident thereto and the personal property thereon, appurtenant thereof, or used or obtained in connection with the development and operation thereof.

The interest in the oil and gas lease(s), as described on Exhibit "A", assigned hereunder are subject to all of the terms and provisions of said lease(s) and their proportionate share of all burdens contained therein.

This assignment is subject to overriding royalty interests of record.

This assignment is made without warranty of title, either express or implied.

It is the intent of the Assignor to convey unto Assignee all its rights to those oil and gas interest which it acquired from **McCulliss Resources Co., Inc. as collateral for an obligation dated October 15, 1992; by assignment dated October 15, 1992; recorded October 26, 1992, Reception No. 239129, Bk 91 Pg 19.** Said obligation has been fully satisfied and **Union Bank & Trust** holds no further security interest in the collateral.

Executed this 8th day of October, 1996.

Union Bank & Trust
a Colorado banking corporation

Douglas K. Derks, Vice President

259913

RECORDED Dec. 4 1996 11:45 a.m.
BOOK 104 OR6 PAGE 129
FEES 12.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Saxton

State of Colorado)
)ss.
City and County of Denver)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of October, 1996, personally appeared Douglas K. Derks, Vice President, known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he is Vice President of and for Union Bank & Trust and 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
DECEMBER 31, 1997
100 BROADWAY
DENVER, CO 80203

Notary Public:

NOTARY PUBLIC
ROXANNE JONES
STATE OF COLORADO

EXHIBIT "A"
Attached to & made a part of that Assignment of Oil & Gas Leases dated the 15th day of October, 1992 by & between McCulliss Resources Co., Inc, as Assignor and Union Bank & Trust, as Assignee

	LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	RECORDING
*	700027L-01	State of Wyoming WY 66-5165	Insofar & only insofar as lease covers the following described lands: Township 28 North, Range 114 West Section 16: W/2, SE/4, W/2NE/4, SE/4NE/4 Sublette Co., Wyoming	3/02/66	
*	700136L-01	USA #W-11603	Township 28 North, Range 114 West Section 16: NE/4, SE/4 Sublette Co., Wyoming	4/01/68	

Insofar and only insofar as all of the above described leases cover and pertain to all formations from the surface of the earth down to 100' below the stratigraphic equivalent of 8607 feet as encountered in the Fogerty Creek #2-16 well, located in Section 16, Township 28 North, Range 114 West, 6th P.M.

130

*	700013L-01	USA #W-36663	Insofar & only insofar as lease covers the following described lands: Township 29 North, Range 112 West Tract I: Section 17: SE/4NE/4 (from surface down to a depth of 4335') Tract II: Section 17: NE/4SE/4 (from surface down to a depth of 4062') Sublette County, Wyoming	11/01/55	
*	700013L-02	USA #W-36663-A	Township 29 North, Range 112 West Section 17: SE/4SE/4 (from surface down to a depth of 4335')	11/01/55	

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	RECORDING
* 700013L-03	USA #W-36567	Township 29 North, Range 112 West Tract I: Section 17: N/2NE/4, SW/4NE/4 (from surface down to a depth of 4335') Tract II: Section 17: NW/4SE/4 (from surface down to a depth of 4062') Sublette County, Wyoming	11/01/55	
* 700429L-01	USA #W-48517	Township 29 North, Range 112 West Section 17: SE/4NW/4, E/2SW/4, SW/4SE/4 (from the surface down to a depth of 4840') Sublette County, Wyoming	1/01/75	
* 700014L-01	State of Wyoming WY-20914	Township 29 North, Range 112 West Section 16: SW/4NW/4, W/2SW/4, SE/4SW/4	8/16/56	16/86
690815L-01	USA #W-82326	Insofar & only insofar as lease covers the following described lands: Township 28 North, Range 112 West Section 35: That portion of the bed of the Green River riparian to Lots 5 and 9 (insofar as said land falls within the SW/4 of Section 35). Sublette Co., Wyoming	3/01/83	Not recorded
690926L-01	USA #W-21953-A	Township 28 North, Range 112 West Section 35: Lot 9	8/01/53	Not recorded

131

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	RECORDING
690927L-01	Yose Cattle Company	Township 28 North, Range 112 West Section 35: Lot 8 and land riparian thereto (insofar as said land falls within the SW/4 of Section 35). Sublette Co., Wyoming	12/17/81	64/76
690928L-01	Viola Waters, widow	Township 28 North, Range 112 West Section 35: Lots 7, 10, 11 and lands riparian thereto (insofar as said land falls within the SW/4 of Section 35). Sublette Co., Wyoming	3/17/81	61/508
690977L-01	Yose Cattle Company	Insofar & only insofar as lease covers the following described lands: Township 28 North, Range 112 West Section 35: All Surface Agreement	4/06/83	Not recorded
690977L-02	Delbert Shelby	Township 28 North, Range 112 West Section 35: All Surface Agreement	3/29/83	Not recorded

138

Communitization Agreement COM. AGR. WY049P5684C856 dated 10/01/83 covering the SW/4 of Section 35, Township 28 North, Range 112 West.

Insofar and only insofar as all of the above described leases cover and pertain to all formations from the surface of the earth down to and including, but not below, the stratigraphic equivalent of 9132 feet as encountered in the Split River 24-35 well, located in the SE/4SW/4 of Section 35, Township 28 North, Range 112 West.

[redacted] [redacted] [redacted]

ASSIGNMENT OF ROYALTY INTEREST

DOROTHYE E. WALTHALL, herein referred to as "Assignor," has hereby assigned to DOROTHYE E. WALTHALL and PATRICIA J. DEVERS, as joint tenants with rights of survivorship, all her right, title and interest in and to the properties on Exhibit "A" which is attached hereto and made a part thereof. That said Assignor assigns all her rights to the interest royalties on the wells that are located in the Golden Eagle Field.

DATED this 22nd day of November, 1996.

Dorothye Walthall
DOROTHYE E. WALTHALL

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

Now on this 22nd day of November, 1996, personally appeared before me, Notary Public in and for said County, **DOROTHYE E. WALTHALL**, known to me to be the identical person who signed the foregoing, and she acknowledged the execution thereof to be her voluntary act and deed for the purposes therein set forth.

Commission Seal:

GENERAL NOTARY-State of Nebraska
RICHARD L. HUBER
My Comm. Exp. May 24, 2000

Richard L Huber
Notary Public

PREPARED BY:
Richard L. Huber, No. 11948
Attorney for Assignor
1503 West Second Street
P.O. Box 1068
Grand Island, NE 68802-1068
(308) 382-4520

259947

RECORDED Dec. 6, 1996 9:05A M
BOOK 104 O&G PAGE 133
FEE $ 18.00 COUNTY CLERK
CAMPBELL COUNTY, GILLETTE WYOMING
By Cathy Saxton

PROGRAM P51175N0 MOCOA INFORMATION SYSTEM RUN DATE: 07/15/96
TIME: 19:17
PAGE: 1

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 950095

OWNER NAME: WALTHALL DOROTHYE E

D.O. NUMBER: 0669145
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP NUGGET A-B TR 33
LOCATION DESC: NW/4 NW/4 NW/4 AND W/2 NE/4 NW/4 NW/4 OF SECTION 12,
T28N-R114W, 6TH P M
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0166667 ORI
INTEREST DEC: 0.0005787 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0166667 ORI
INTEREST DEC: 0.0005788 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0166667 ORI
INTEREST DEC: 0.0011575 OWNERSHIP TYPE: ORI

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: 1/2X13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0005787 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0005788 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0011575 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0669147
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP NUGGET A-B TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: E/2 LOT 20 AND E/2 LOT 13
SECTION 12: NW/4 SW/4 NW/4, W/2 NE/4 SW/4 NW/4,
W/2 SE/4 SW/4 NW/4 AND SW/4 SW/4 NW/4
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000115 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000116 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000231 OWNERSHIP TYPE: ORI

134

EXHIBIT "A"

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 950095

D.O. NUMBER: 0669148
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP NUGGET A-B TR 35-A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: SW/4 SW/4 NW/4 AND W/2 W/2 SW/4
CONTAINING 50.00 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0004119 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0004121 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0008240 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991598
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: M L JUSTHEIM WELL 65-18
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W-01495)
SECTION 18: W/2 SE/4 AND LOTS 5 THRU 18, INCLUSIVE
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000115 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000116 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000231 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991763
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UT MUDDY A TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: LOTS 13 AND 20
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X138/9%X1/2X60/3011X12/3% ORI
INTEREST DEC: 0.0000114 OWNERSHIP TYPE: ORI

FRACTION: 1/2X138/9%X1/2X60/3011X12/3% ORI
INTEREST DEC: 0.0000116 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X60/3011X12/3% ORI
INTEREST DEC: 0.0000231 OWNERSHIP TYPE: ORI

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 950095

D.O. NUMBER: 0991767
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UT DAKOTA A TR 35A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: W/2 LOT 8, W/2 SW/4 NW/4 AND W/2 W/2 SW/4
(AKA W/2 W/2 W/2)
CONTAINING 75.155 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 277/9%X1/2X60/3011X1% ORI
INTEREST DEC: 0.0000277 OWNERSHIP TYPE: ORI

FRACTION: 277/9%X1/2X1/6% ORI
INTEREST DEC: 0.0002315 OWNERSHIP TYPE: ORI

FRACTION: 277/9%X1/2X1% ORI
INTEREST DEC: 0.0013889 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991768
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UT DAKOTA A TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: LOTS 13 AND 20
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X138/9%X1/2X60/3011X12/3% ORI
INTEREST DEC: 0.0000115 OWNERSHIP TYPE: ORI

FRACTION: 1/2X138/9%X1/2X60/3011X12/3% ORI
INTEREST DEC: 0.0000116 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X60/3011X12/3% ORI
INTEREST DEC: 0.0000231 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994374
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT B TR 34B
LOCATION DESC: SW/4 SE/4 OF SECTION 7, W/2 NE/4 OF SECTION 18; ALL IN T28N-R113W, 6TH P M AND NE/4 NE/4 OF SECTION 12-T28N-R114W, 6TH P M AND SW/4 SW/4 OF SECTION 32-T29N-R113W, 6TH P M
COUNTY, STATE: SUBLETTE , WY
FRACTION: 138/9%X1/2X.0025 ORI
INTEREST DEC: 0.0001735 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X.0025 ORI
INTEREST DEC: 0.0001737 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X.005 ORI
INTEREST DEC: 0.0003472 OWNERSHIP TYPE: ORI

136

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 950095

D.O. NUMBER: 0994375
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT B TR 35A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOT 7 AND SE/4 NW/4
CONTAINING 70.45 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X138/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0004120 OWNERSHIP TYPE: ORI

FRACTION: 1/2X138/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0004121 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0008241 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994376
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT B TR 35B
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 6: LOTS 16 THRU 21 (INCLUSIVE)
SECTION 7: LOTS 5 THRU 16 (INCLUSIVE)
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOTS 5 AND 6, S/2 NE/4, N/2 SE/4, SE/4 SE/4
CONTAINING 856.07 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X138/9%X1/2X.0025 ORI
INTEREST DEC: 0.0000867 OWNERSHIP TYPE: ORI

FRACTION: 1/2X138/9%X1/2X.0025 ORI
INTEREST DEC: 0.0000869 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X.0025 ORI
INTEREST DEC: 0.0001736 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994377
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT B TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W-01495)
SECTION 18: SW/4 SE/4 AND LOTS 5 THRU 18 AND SE/4 SE/4 SECTION 31-T29N-R113W
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X138/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000115 OWNERSHIP TYPE: ORI

FRACTION: 1/2X138/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000116 OWNERSHIP TYPE: ORI

FRACTION: 138/9%X1/2X.000320 ORI
INTEREST DEC: 0.0000231 OWNERSHIP TYPE: ORI

137

D.O. NUMBER: 0994481
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 33
LOCATION DESC: N/2 N/2 NW/4 OF SECTION 12, T28N-R114W, 6TH P M
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0005786 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0005788 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0011574 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994482
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 34 A
LOCATION DESC: W/2 NE/4 AND SE/4 NE/4 AND NE/4 SE/4 OF SECTION 12, T28N-R114W, 6TH P M
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0266670 ORI
INTEREST DEC: 0.0009259 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0266670 ORI
INTEREST DEC: 0.0009260 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0266670 ORI
INTEREST DEC: 0.0018519 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994483
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 34 B
LOCATION DESC: W/2 SE/4 AND SE/4 SE/4 OF SECTION 12, T29N-R114W, 6TH P M
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0050000 ORI
INTEREST DEC: 0.0001735 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0050000 ORI
INTEREST DEC: 0.0001737 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0050000 ORI
INTEREST DEC: 0.0003472 OWNERSHIP TYPE: ORI

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 950095

D.O. NUMBER: 0994484
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 35 A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOT 8, SW/4 NW/4, SW/4 AND SW/4 SE/4
CONTAINING 270.31 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0004119 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0004121 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0118660 ORI
INTEREST DEC: 0.0008240 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: 1/2X13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0005786 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0005788 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0166670 ORI
INTEREST DEC: 0.0011574 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994486
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: E/2 SE/4
SECTION 12: S/2 NW/4 AND E/2 SW/4
SECTION 13: NE/4 AND E/2 SE/4
TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 31: SE/4 SW/4 AND SW/4 SE/4
CONTAINING 560.00 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 1/2X13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000115 OWNERSHIP TYPE: ORI

FRACTION: 1/2X13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000116 OWNERSHIP TYPE: ORI

FRACTION: 13-8/9%X1/2X.0003320 ORI
INTEREST DEC: 0.0000231 OWNERSHIP TYPE: ORI

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
(Estate Distribution)

The undersigned,

DELMAR O. MARTIN, Personal Representative
of the Estate of Josephine Nye, Deceased
Yellowstone County, Montana, Probate No. DP 94-163

hereby distributes, conveys, transfers, and assigns unto:

DARCY ANN NYE CAMERON
P.O. Box 633
Parker, Arizona 85344

259972

and

JENNIFER ANDRES
1115 Regents Boulevard
Fircrest, Washington 98466

RECORDED Dec 9 1996 12:05 PM
BOOK 104 Pg 6 PAGE 140
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

AS EQUAL TENANTS IN COMMON

the following:

(1) All of Grantor-Assignor's right, title, and interest in and to the real property hereinafter-described, and

(2) All of Grantor-Assignor's right, title, and interest in and to the Lease described as follows:

Federal Oil & Gas Lease W-020123

TOWNSHIP 27 NORTH, RANGE 113 WEST, 6th P.M.

Section 6: All
Section 8: W½
Section 17: W½NW¼, SE¼NW¼, SW¼
Section 20: NW¼, N½SW¼, SW¼SW¼, Lot 6
containing 1520.60 acres
Sublette County, Wyoming

This Assignment will not enlarge or diminish the rights of the Lessor or the rights of the Lessee under the above-described Agreement.

DATED: November 25, 1996.

Delmar O. Martin
DELMAR O. MARTIN, Personal
Representative of the Estate of
Josephine Nye, Deceased

STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on
11-25, 1996 by DELMAR O. MARTIN as Personal
Representative.

(NOTARIAL SEAL)

Donna L. McClain
Notary Public for the State of Montana
Residing at Huntley, Montana
My commission expires 7.10.2000.

[redacted] [redacted] [redacted]

GHVTRd

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT, THE GRAYROCK CORPORATION, a Texas corporation, (hereinafter referred to as "**ASSIGNOR**") is the owner of certain rights, titles and interests in and to the oil and gas leases ("**Subject Leases**") described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with certain rights, titles and interests in and to the wells ("**Subject Wells**") described in said Exhibit "A" which are located on the Subject Leases or lands pooled therewith.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has and does by these presents hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY in equal undivided proportions unto the **GRADY H. VAUGHN, III CHILDREN'S TRUST NO. 2** and the **GRANT ELLIS VAUGHN TRUST NO. 2**, whose address is ~~4146 Travis Street, Suite 202, Dallas, TX 75204.~~ (hereinafter collectively referred to as "**ASSIGNEE**"), the specific interests identified on Exhibit "A" in and to the Subject Leases and Subject Wells, together with a like interest in and to all contracts, agreements, permits, licenses, easements, surface leases and rights-of-way specifically pertaining thereto ("**Assigned Interests**").

8300 Boughs Ave #800 Dallas, TX 75225

TO HAVE AND TO HOLD the Assigned Interests, together with all rights, privileges and appurtenances in any way belonging or pertaining thereto, unto ASSIGNEE and its successors and assigns forever.

ASSIGNEE agrees to assume and will pay, perform and discharge all obligations of ASSIGNOR relating to the Assigned Interests to the extent such obligations are attributable to the Assigned Interests and arise out of legally binding obligations to which the Assigned Interests are subject as provided in this Assignment. The obligations assumed by ASSIGNEE include, but are not limited to, the assumption of a proportionate part of (i) all carried interests borne by ASSIGNOR, if any, (ii) all overproduced or underproduced gas balances existing on the effective date hereof, and (iii) the plugging and abandoning of all wells and the filling of all pits and surface restoration as required by any governmental agency, oil and gas lease, or other agreement, contract or obligation in connection with such wells.

ASSIGNEE agrees to protect, defend, indemnify and hold harmless ASSIGNOR and its successors and assigns against and in respect of any and all loss, cost, damage, charge or expense (including, without limitation, all reasonable out-of-pocket expenses and attorney's fees) incurred or suffered by ASSIGNOR (i) arising out of or relating to the duties, obligations and liabilities assumed by ASSIGNEE as provided in this Assignment, or (ii) caused by or arising from or in connection with any event, occurrence, claim, fact, circumstance or other matter which results in any breach or failure of any agreement of ASSIGNEE contained herein.

This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY and, as it pertains to the personal property herein conveyed, is made "AS IS, WHERE IS", IF IT EXISTS AND WITHOUT WARRANTY OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND EXHIBITORY DEFECTS, NOT EVEN AS TO RETURN OF THE PURCHASE PRICE. FURTHER, ASSIGNEE ACKNOWLEDGES THAT IT HAS INSPECTED ALL PERSONAL PROPERTY CONVEYED HEREIN AND FINDS SAME TO BE IN WORKING ORDER AND FREE FROM ALL LATENT AND PATENT DEFECTS.

All taxes imposed by the State or by any governmental authority in such State by reason of sale, use or transfer of the Assigned Interests and all property or ad valorem taxes attributable to the Assigned Interests and payable subsequent to the effective date hereof shall be paid by and be the sole responsibility of ASSIGNEE.

ASSIGNEE, at its sole cost, risk and expense, shall be responsible for obtaining any and all consents, permits, bonds or governmental authorizations necessary or applicable to the Assigned Interests or to the transfer or proposed use thereof. In the event this Assignment covers any rights, privileges and interests which require filing, qualification, permit, bond, consent or consents of or by third parties (governmental or otherwise), such filing, qualification, permit, bond, consent or consents shall be obtained by ASSIGNEE at its sole cost, risk and expense.

This Assignment is made and accepted subject to the following:

1. All royalty interests, overriding royalty interests, production payments or similar burdens affecting the Subject Leases and of record on the effective date of this Assignment.

2. All express and implied covenants and obligations contained in the Subject Leases and any amendments or ratifications thereof.

3. All contractual obligations contained in all agreements affecting the Assigned Interests including, but not limited to, joint operating agreements, pooling arrangements, gas contracts, easements, rights-of-way, and any other instruments or documents of any type whatsoever, whether recorded or unrecorded.

260033

RECORDED Dec. 12 1994 12:10p M
IN BOOK 104 D&G PAGE 14
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorton

The terms hereof shall be binding upon and inure to the benefit of ASSIGNOR and ASSIGNEE, and their respective heirs, executors, administrators, legal representatives, trustees, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by ASSIGNOR and ASSIGNEE on the dates set forth in the acknowledgments, but shall be effective for all purposes on September 1, 1996 at 12:01 am, local time, at the wells.

WITNESSES:

ASSIGNOR:

THE GRAYROCK CORPORATION

By: _____
John S. Nichols, President

ASSIGNEE:

GRADY H. VAUGHN, III
CHILDREN'S TRUST NO. 2

By: _____

GRANT ELLIS VAUGHN TRUST NO. 2

By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 27th day of September, 1996 by **John S. Nichols, President of The Grayrock Corporation**, a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS
Jacqueline M. Bandy
Notary Public, State of Texas
My Comm. Expires 04/17/97

_____
Notary Public: State of Texas
Printed Name: Jacqueline M. Bandy
My Commission Expires: 4-17-97

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1st day of September, 1996 by _____, **as Trustee of the Grady H. Vaughn, III Children's Trust No. 2**, on behalf of said Trust.

ELIZABETH R. HOY
MY COMMISSION EXPIRES
October 31, 2000

_____
Notary Public: State of Texas
Printed Name: Elizabeth R. Hoy
My Commission Expires: 10/31/00

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1st day of September, 1996 by _____, **as Trustee of theGrant Ellis Vaughn Trust No. 2**, on behalf of said Trust.

ELIZABETH R. HOY
MY COMMISSION EXPIRES
October 31, 2000

_____
Notary Public: State of Texas
Printed Name: Elizabeth R. Hoy
My Commission Expires: 10/31/00

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of Partial Assignment of Operating Rights dated effective September 1, 1996 from The Grayrock Corporation to the Grady H. Vaughn, III Children's Trust No. 2 and the Grant Ellis Vaughn Trust No. 2

SUBJECT LEASES:

An undivided 4.7150226% of ASSIGNOR's operating rights and interests in the following oil and gas leases numbered (1) through (6), inclusive, INSOFAR and ONLY INSOFAR as said oil and gas leases cover the following described lands in Sublette County, Wyoming, from the surface of the ground to a depth that is the stratigraphic equivalent of 8,850 feet as measured in the Fogarty Creek Federal #1-32 Well located in the SW¼ SE¼ of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming, to-wit:

(1) Lease No.: 4306-00
Lessor: United States of America (USA W-0332610)
Lessee: Humble Oil & Refining Company
Date: April 1, 1966
Recorded: (unrecorded)
Description: Township 28 North, Range 114 West, 6th P.M.
Section 29: Lots 16, 17 & 18; (Part of Fogarty Creek Unit Tract 9)

(2) Lease No.: 4307-00
Lessor: United States of America (USA W-0317227)
Lessee: R. J. Ackerman
Date: June 1, 1965
Recorded: (unrecorded)
Description: Township 28 North, Range 114 West, 6th P.M.
Section 28: W/2 NW/4, SW/4; (Fogarty Creek Unit Tract 3)

(3) Lease No.: 4308-00
Lessor: United States of America (USA W-0317227-A)
Lessee: R.J. Ackerman
Date: June 1, 1965
Recorded: (unrecorded)
Description: Township 28 North, Range 114 West, 6th P.M.
Section 33: NW/4, N/2 SW/4; (Fogarty Creek Unit Tract 4)

(4) Lease No.: 4309-00
Lessor: United States of America (USA W-0317228)
Lessee: Catherine R. White
Date: June 1, 1965
Recorded: (unrecorded)
Description: Township 28 North, Range 114 West, 6th P.M.
Section 28: E/2 NW/4;
Section 32: Lots 11, 12, 13, 14 & 15;
(Fogarty Creek Unit Tract 5)

(5) Lease No.: 4310-00
Lessor: United States of America (USA W-0317229)
Lessee: Allen R. True
Date: June 1, 1965
Recorded: (unrecorded)
Description: Township 28 North, Range 114 West, 6th P.M.
Section 29: Lots 1, 2, 9, 10, 11, 12, 19 & 20;
Section 32: Lots 1 thru 10, inclusive;
(Fogarty Creek Unit Tract 6)

(6) Lease No.: 4311-00
Lessor: United States of America (USA W-0320213)
Lessee: George C. Reeves
Date: November 1, 1965
Recorded: (unrecorded)
Description: Township 28 North, Range 114 West, 6th P.M.
Section 29: Lots 3, 4, 5, 6, 7, 8, 13, 14 & 15;
(Part of Fogarty Creek Unit Tract 8)

EXHIBIT "A"

(continued)

Attached to and made a part of Partial Assignment of Operating Rights dated effective September 1, 1996
from The Graytock Corporation to
the Grady H. Vaughn, III Children's Trust No. 2 and the Grant Ellis Vaughn Trust No. 2

An undivided 4.7150226% of ASSIGNOR's operating rights and interests in the following oil and gas lease numbered (7), INSOFAR and ONLY INSOFAR as said oil and gas lease covers the following described lands in Sublette County, Wyoming, from the surface of the ground to a depth that is the stratigraphic equivalent of 8,950 feet as measured in the Fogarty Creek Federal #1-32 Well located in the SW¼ SE¼ of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming, to-wit:

(7)	Lease No.:	4312-00
	Lessor:	United States of America (USA W-17208)
	Lessee:	Edna M. Jones
	Date:	March 1, 1969
	Recorded:	(unrecorded)
	Description:	Township 28 North, Range 114 West, 6th P.M.
		Section 32: Lots 16, 17, 18, 19, 20; (Fogarty Creek Unit Tract 13)

SUBJECT WELLS:

The undivided interests described hereinabove in the foregoing leases numbered (1) through (7), inclusive, entitle ASSIGNEE to the following interests in the Fogarty Creek Federal #1-32 Well located in SW¼ SE¼ of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming:

Working Interest:	**0.00466179**
Net Revenue Interest:	**0.00378166**

711321

RECORDED Aug 30 1996 O'CLOCK AM
INSTRUMENT NO. 384211
MARY ANN COLLINS NATRONA COUNTY CLERK CASPER, WYOMING

BOOK 1097 PAGE 744

RECORDED Dec. 12 1996 12:45 PM
IN BOOK 101 OG PAGE 1115
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

260035

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of January 1, 1996 at 7:00 a.m., local time (the "Effective Time"), is from W. A. MONCRIEF, JR., RICHARD W. MONCRIEF and CHARLES B. MONCRIEF, Independent Co-Executors of the Estate of W. A. MONCRIEF (also known as W. A. MONCRIEF, SR. and WILLIAM ALVIN MONCRIEF), Deceased, and W. A. MONCRIEF, JR., RICHARD W. MONCRIEF and CHARLES B. MONCRIEF, Independent Co-Executors of the Estate of ELIZABETH BRIGHT MONCRIEF, Deceased (collectively, "Assignors"), to the persons and trust entities identified hereinbelow (collectively, "Assignees").

RECORDED Nov. 7, 1996 AT 9:50A.M.
IN BOOK 1097 OF Misc. PAGE 744
NO. 825159
LARRY E. SARE COUNTY CLERK

BACKGROUND RECITALS

WHEREAS, some one or more of the United States Bureau of Land Management Oil and Gas Lease Records, the Oil and Gas Lease Records of the Commissioner of Public Lands, State of Wyoming, and the Public Deed or Oil and Gas Records in the various Counties in the State of Wyoming reflect that W. A. MONCRIEF is the owner and holder of various oil and gas leasehold, overriding royalty and royalty interests in the State of Wyoming, including those listed on Exhibits A through H attached hereto and incorporated herein by reference and further defined below (collectively, the "Interests"); and

WHEREAS, W. A. MONCRIEF, (being one and the same as WILLIAM ALVIN MONCRIEF and W. A. MONCRIEF, SR.), from time to time acquired and held record title to various of said Interests for himself and his son, W. A. MONCRIEF, JR., and in certain instances, other parties; and

WHEREAS, W. A. MONCRIEF died May 21, 1986 without making formal conveyance of record title to W. A. MONCRIEF, JR., or such certain other parties to the undivided interest in various of the Interests held for them by W. A. MONCRIEF; and

WHEREAS, the will of W. A. MONCRIEF was duly admitted to probate in the Probate Court of Tarrant County, Texas in Cause No. 86-1232-2, and admitted to Probate in the Wyoming by the Seventh Judicial District Court, Natrona County, Wyoming, Probate No. 16280 by Order Admitting Foreign Will to Probate and Appointing Personal Representatives, dated March 19, 1993, under the terms of which all of W. A. MONCRIEF's property, real, personal or mixed, wherever located, except his interest in the Hartzog Draw Unit in Campbell and Johnson Counties, Wyoming (as further described on Exhibits A and B hereto), was devised and bequeathed to his wife, ELIZABETH BRIGHT MONCRIEF; and

WHEREAS, ELIZABETH BRIGHT MONCRIEF, by instrument dated May 19, 1988, agreed to sell and convey all of her oil and gas properties, wherever located, to her seven (7) grandchildren (W. A. MONCRIEF III, RICHARD W. MONCRIEF, C. B. MONCRIEF, TOM O. MONCRIEF, MICHAEL J. MONCRIEF, RICHARD B. MONCRIEF, JR. and LEE WILEY MONCRIEF) in equal undivided one-seventh shares, and to execute, or cause to be executed, any and all documents necessary to carry out such agreement; and

Recorded Dec 3, 1996 at 1:04 P.M.
In Book 311 PR Page 366 Kemmerer, WY
No 830027 Marsha Moe, Clerk
Received For Recording
State of Wyoming
Campbell County Clerk
Date SEP 13 1996

FILE DATE: 11/19/1996 FILE TIME: 04:24 **
FREMONT COUNTY, WY, JULIE A FRESE - COUNTY CLERK BOOK: 756
DOC #: 1177194 PAGE: 27

WHEREAS, the seven grandchildren of ELIZABETH BRIGHT MONCRIEF (or trusts of which they were and are beneficiaries) did, in May and June 1988, pay ELIZABETH BRIGHT MONCRIEF the price agreed to in the aforesaid May 19, 1988 Agreement and are entitled to the assignments of the interests as provided herein; and

WHEREAS, ELIZABETH BRIGHT MONCRIEF died August 17, 1992 without executing conveyances to her seven grandchildren pursuant to the aforesaid May 19, 1988 Agreement; and

WHEREAS, the Will of ELIZABETH BRIGHT MONCRIEF was duly admitted to probate in the Probate Court of Tarrant County, Texas in Cause No. 1993-0000791-2; and

WHEREAS, W. A. MONCRIEF, JR., RICHARD W. MONCRIEF and CHARLES B. MONCRIEF are the Independent Co-Executors appointed under the respective wills of W. A. MONCRIEF, deceased and ELIZABETH BRIGHT MONCRIEF, deceased, duly qualified and acting pursuant to orders of the courts having jurisdiction over said decedents' estates in the aforementioned probate proceedings; and

WHEREAS, in light of the foregoing recitals, it is the desire and intention of Assignors to make this conveyance in order that the record title to the Interests be reflected in the Assignees consistent with the beneficial title they have heretofore owned and held; and

WHEREAS, the trust entities included within and designated as Assignees herein have been heretofore designated by the respective grandchildren of W. A. MONCRIEF and ELIZABETH BRIGHT MONCRIEF to receive such grandchildrens' respective undivided interest in the Interests;

NOW, THEREFORE, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors hereby transfer, grant, convey, and assign:

1. To W. A. MONCRIEF, JR. and RICHARD W. MONCRIEF, in equal undivided fifty percent (50%) interests, all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit A attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto. The Estate of W. A. Moncrief previously assigned to W. A. Moncrief, Jr. and Richard W. Moncrief equal undivided 50% interests to the properties conveyed in this Paragraph 1 by the following instruments: Special Warranty Deed ("Special Warranty Deed"), dated October 25, 1993, from the Estate of W. A. Moncrief to W. A. Moncrief, Jr., covering the property assigned and conveyed herein, and recorded in Book

FILE DATE: 11/19/1996 FILE TIME: 04:24 BOOK: 756 PAGE: 28
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1177194

257, Pages 98-102 of the Deed Records of Johnson County, Wyoming, and in Book 1264 of Photos, Pages 387-390 of Campbell County, Wyoming; and Executor's Deed ("Executor's Deed"), dated November 8, 1993, from the Estate of W. A. Moncrief to Richard W. Moncrief, covering the property assigned and conveyed herein, and recorded in Book 257, Pages 146-148 of the Deed Records of Johnson County, Wyoming, and in Book 1267 of Photos, Pages 212-214 of Campbell County, Wyoming. The foregoing described Special Warranty Deed and Executor's Deed may be invalid and may fail to effectively convey the properties described therein as a consequence of the unintentional failure of the Estate of W. A. Moncrief to obtain permission from the Probate Court of the County of Natrona, State of Wyoming, to file such instruments. To the extent that such instruments may be invalid or ineffective to assign and convey title to the properties described therein, this Assignment shall so assign and convey such properties, and the interest conveyed hereby covers only the interest of the Estate of W. A. Moncrief not effectively assigned and conveyed by the Special Warranty Deed and Executor's Deed.

2. To RICHARD W. MONCRIEF, all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit B attached hereto and incorporated herein by reference, together with (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto. The Estate of W. A. Moncrief previously assigned to Richard W. Moncrief all of its interest to the properties conveyed in this Paragraph 2 by Executor's Deed, dated November 8, 1993, and recorded in Book 257, Pages 146-148 of the Deed Records of Johnson County, Wyoming, and in Book 1267 of Photos, Pages 212-214 of Campbell County, Wyoming. The foregoing described Executor's Deed may be invalid and may fail to effectively convey the properties described therein as a consequence of the unintentional failure of the Estate of W. A. Moncrief to obtain permission from the Probate Court of the County of Natrona, State of Wyoming, to file such instrument. To the extent that such Executor's Deed may be invalid or ineffective to assign and convey title to the properties described therein, this Assignment shall so assign and convey such properties, and the interest conveyed hereby covers only the interest of the Estate of W. A. Moncrief not effectively assigned and conveyed by the Executor's Deed.

3. To the following, in the undivided interests indicated:

W. A. MONCRIEF, JR.	50.000000%
RWM 1988 Trust	7.142857%
C. B. MONCRIEF	7.142857%
TOM O. MONCRIEF 1967 Trust	7.142857%
WILLIAM ALVIN MONCRIEF III Trust	7.142858%
LEE WILEY MONCRIEF 1988 Trust	7.142857%
MICHAEL J. MONCRIEF Grantor Trust	7.142857%
RICHARD BARTO MONCRIEF 1988 Trust	7.142857%

FILE DATE: 11/19/1996 FILE TIME: 04:24
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK
BOOK: 756 PAGE: 29
DOC #: 1177194

all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit C attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto.

4. To the following, in the undivided interests indicated:

W. A. MONCRIEF, JR.	42.500000%
RWM 1988 Trust	6.071428%
C. B. MONCRIEF	11.071429%
TOM O. MONCRIEF 1967 Trust	11.071429%
WILLIAM ALVIN MONCRIEF III Trust	11.071429%
LEE WILEY MONCRIEF 1988 Trust	6.071429%
MICHAEL J. MONCRIEF Grantor Trust	6.071428%
RICHARD BARTO MONCRIEF 1988 Trust	6.071428%

all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit D attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto.

5. To the following, in the undivided interests indicated:

W. A. MONCRIEF, JR. Trust	40.000000%
W. A. MONCRIEF, JR.	2.500000%
RWM 1988 Trust	6.071429%
C. B. MONCRIEF	11.071429%
TOM O. MONCRIEF 1967 Trust	11.071429%
WILLIAM ALVIN MONCRIEF III Trust	11.071429%
LEE WILEY MONCRIEF 1988 Trust	6.071428%
MICHAEL J. MONCRIEF Grantor Trust	6.071428%
RICHARD BARTO MONCRIEF 1988 Trust	6.071428%

all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas

FILE DATE: 11/19/1996 FILE TIME: 04:24 BOOK: 756 PAGE: 30
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1177194

leases, licenses, permits and other agreements described in Exhibit E attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto.

6. To the following, in the undivided interests indicated:

RWM 1988 Trust	14.285714%
C. B. MONCRIEF	14.285714%
TOM O. MONCRIEF 1967 Trust	14.285714%
WILLIAM ALVIN MONCRIEF III Trust	14.285715%
LEE WILEY MONCRIEF 1988 Trust	14.285715%
MICHAEL J. MONCRIEF Grantor Trust	14.285714%
RICHARD BARTO MONCRIEF 1988 Trust	14.285714%

all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit F attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto.

7. To the following, in the undivided interests indicated:

W. A. MONCRIEF, JR.	66.666667%
RWM 1988 Trust	4.761905%
C. B. MONCRIEF	4.761905%
TOM O. MONCRIEF 1967 Trust	4.761905%
WILLIAM ALVIN MONCRIEF III Trust	4.761905%
LEE WILEY MONCRIEF 1988 Trust	4.761905%
MICHAEL J. MONCRIEF Grantor Trust	4.761904%
RICHARD BARTO MONCRIEF 1988 Trust	4.761904%

all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit G attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable

FILE DATE: 11/19/1996 FILE TIME: 04:24 BOOK: 756 PAGE: 31
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1177194

371

unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto.

8. To the following, in the undivided interests indicated:

W. A. MONCRIEF, JR.	42.375000%
RWM 1988 Trust	6.053571%
C. B. MONCRIEF	9.053571%
TOM O. MONCRIEF 1967 Trust	9.053571%
WILLIAM ALVIN MONCRIEF III Trust	9.053574%
LEE WILEY MONCRIEF 1988 Trust	7.303571%
MICHAEL J. MONCRIEF	0.750000%
MICHAEL J. MONCRIEF Grantor Trust	6.053571%
RICHARD B. MONCRIEF	1.000000%
RICHARD BARTO MONCRIEF 1988 Trust	6.053571%
DONNA LYNN MCMICHAEL	0.250000%
DEE J. KELLY	1.000000%
R. D. HOGAN	2.000000%

all the right, title and interest of the Estates of W. A. MONCRIEF, Deceased, and ELIZABETH BRIGHT MONCRIEF, Deceased, in and to the estates created by and under the oil and gas leases, licenses, permits and other agreements described in Exhibit H attached hereto and incorporated herein by reference, together with corresponding undivided interests in and to (a) all the property and rights incident thereto, including, to the extent transferrable, all applicable unit agreements, communitization agreements, unit operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, easements, licenses and orders relating thereto, and (b) all of the wells, personal property, fixtures, equipment and improvements appurtenant to said oil and gas leases insofar as they are related to the production, treatment, sale or disposal of hydrocarbons or other substances produced therefrom or attributable thereto.

TO HAVE AND TO HOLD the Interests unto the Assignees in the respective undivided interests shown above and their respective heirs, successors and assigns forever; and Assignors do hereby bind themselves, their legal representatives, heirs and assigns to WARRANT AND FOREVER DEFEND all and singular the Interests, subject to the (i) the royalties provided in the leases included in the Interests, (ii) the terms and provisions of the leases included in the Interests, and (iii) the terms of all instruments and agreements that affect the Interests, whether or not they are identified in the Exhibits to this Agreement, including gas contracts, unit agreements, pooling agreements, operating agreements and division orders, unto the Assignees, their legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Assignors, but not otherwise.

FILE DATE: 11/19/1996 FILE TIME: 04:24 BOOK: 756 PAGE: 32
FREMONT COUNTY, WY, JULIE A FRESE - COUNTY CLERK DOC #: 1177194

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Interests are located.

Separate assignments of the Interests will be executed on officially approved forms by Assignors to Assignees, in sufficient counterparts where required to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, 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 as, and not in addition to, the Interests conveyed herein. Nothing in this Assignment is intended to or shall operate to diminish or modify any rights to the Interests assigned hereby that any of the various Assignees herein had prior to the Effective Time.

Assignors agree that they will make such further conveyances to Assignees as may be required to convey to Assignees their fractional interests in any leases and property that may have been omitted from this Assignment in error. Assignees agree that they will make such conveyances to Assignors as may be required to re-convey to Assignors their fractional interests in any leases and property that may have been included in this Assignment in error.

This Assignment shall bind and inure to the benefit of Assignors and Assignees and their respective heirs, successors and assigns.

The business address of W. A. MONCRIEF, JR., RICHARD W. MONCRIEF, RWM 1988 Trust, C. B. MONCRIEF, TOM O. MONCRIEF 1967 Trust, WILLIAM ALVIN MONCRIEF III Trust, LEE WILEY MONCRIEF 1988 Trust, DONNA LYNN MCMICHAEL AND R. D. HOGAN is Moncrief Building, 109 E. 9th Street, Fort Worth, Texas 76102-6403. The business address of MICHAEL J. MONCRIEF Grantor Trust and RICHARD BARTO MONCRIEF 1988 Trust is Fort Worth Club Tower, Suite 1030, 777 Taylor Street, Fort Worth, Texas 76102-4972. The business address of DEE J. KELLY is 201 Main Street, Suite 2500, Fort Worth, Texas 76102.

FILE DATE: 11/19/1996 FILE TIME: 04:24 BOOK: 756 PAGE: 33
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1177194

152

Book 1398 of Photos, Page 57

373

EXECUTED as of January, 1996, to be effective for all purposes as of the Effective Time.

ESTATE OF W. A. MONCRIEF, Deceased and of ELIZABETH BRIGHT MONCRIEF, Deceased

By: _____
W. A. Moncrief, Jr.
Independent Co-Executor

By: _____
Richard W. Moncrief
Independent Co-Executor

By: _____
Charles B. Moncrief
Independent Co-Executor

STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me by W. A. Moncrief, Jr., Richard W. Moncrief, and Charles B. Moncrief, in their capacities as Independent Co-Executors under the Wills of William Alvin Moncrief, Deceased, and Elizabeth Bright Moncrief, Deceased, this 5th day of January, ~~1995~~. 1996.

Witness my hand and official seal.

_____
Name:
Notary Public In and For the State of Texas

JOAN BARNHART
NOTARY PUBLIC
STATE OF TEXAS
EXP. 8-27-97

FILE DATE: 11/19/1996 FILE
FREMONT COUNTY, WY, JULIE A
BOOK: 756 PAGE: 34
DOC #: 1177194
FREESE - COUNTY CLERK
TIME: 04:24

Preamble to Exhibits

1. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibits A through H. To the extent that such land descriptions are incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

2. Information, if any, set forth in the Exhibits identifying "Unit Tracts" and/or "Wells" is for the convenience of the parties only and shall not be deemed to create any limitation on (or inconsistency with) the conveyance of the Interests.

3. Identification in the Exhibits of agreements or other instruments to which the Leases are, or may be, subject shall not constitute a ratification or novation of any such instrument which is not valid or subsisting.

CLERK BOOK: 756 PAGE: 35
DOC #: 1177194
FILE DATE: 11/19/1996 FILE TIME: 04:24
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK

SUBLETTE COUNTY, WYOMING

Leases:

Oil and Gas Lease dated 5-1-76 from United States of America (W-54466), Lessor, to Harry K. Veal, Lessee, covering 960.00 acres, more or less, in All Section 17; W/2 Section 20, T28N-R111W.

Subject to:

Agreement dated 1-3-83 between Woods Petroleum Corporation, W. A. Moncrief and Energetics, Inc., as amended by Letter Agreements dated 1-19-83 and 1-31-83.

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

260044

RECORDED Dec 13 1996 9:40 A M
IN BOOK 104 016 PAGE 155
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY Cathy Sarton

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Wold Oil & Gas Company, 139 West Second Street, Casper, Wyoming 82601 (hereinafter referred to as "Assignor"), does hereby BARGAIN, SELL, TRANSFER, ASSIGN, AND CONVEY to Enron Oil & Gas Company, a Delaware corporation, whose address is 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter referred to as "Assignee"), its successors and assigns, the following:

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

(b) All of Assignor's right, title, and interest in and to the oil, gas, and other hydrocarbons stored upon the Lease (or stored elsewhere) and which are

produced from or attributable to the Interests from and after the Effective Time (hereinafter referred to as the "Production"); and

(c) All of the files, books, records, correspondence, data, reports, and maps, of any kind or character now in the possession or control of Assignor that relate to the items described in subparagraphs (a) and (b) above (hereinafter referred to as the "Records").

This Assignment and Bill of Sale is being executed, delivered, and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Letter Agreement dated November 20, 1996, by and between Wold Oil & Gas Company, as Seller, and Assignee, as Buyer, (hereinafter referred to as the "Agreement") and is and shall be effective as of October 1, 1996, at 7:00 a.m. Mountain Standard Time (referred to herein as the "Effective Time").

The execution and delivery of this Assignment and Bill of Sale by Assignor does not, and the consummation of the transaction contemplated hereby will not, violate or be in conflict with any provision of or constitute a default (whether with notice or the lapse of time or both) under any agreement or instrument to which Assignor is a party or by which Assignor is bound or any law, statute, rule or regulation to which Assignor is subject, or any provision of any indenture, mortgage, lien, lease, agreement, order, arbitration award, judgment, or decree to which Assignor is a party or by which Assignor or any of its assets or properties is bound, which violation, breach, or default would materially adversely affect the interests or the business or financial condition of Assignor.

Assignor herein assigns the Interests to Assignee, free and clear of all liens, judgments, claims, security interests, mortgages, pledges, preferential rights, or other encumbrances, with the exception of the Permitted Encumbrances described below.

This Assignment and Bill of Sale covers all of the right, title, and interest of Assignor in and to the Interests, the Production, and the Records, but is made subject to the following "Permitted Encumbrances," which term as used herein means:

(a) The following burdens, if, and only if, the net cumulative effect of such burdens does not operate to (i) reduce Assignor's net revenue interest to less than the "Net Revenue Interest" set forth in Exhibit "A" hereto, or (ii) increase Assignor's cost-bearing interest to more than the "Cost-bearing Interest" set forth in Exhibit "A" (unless there is a corresponding proportionate increase in the "Net Revenue Interest" attributable thereto):

(i) The terms and provisions of the Lease together with that portion of all overriding royalties, reversionary interests, or other interests, if any, which burden the Interests and/or the Production and which are of record as of the Effective Time;

(ii) The terms and provisions of each of the agreements comprising the Contracts referred to in Exhibit "B" hereto (hereinafter referred to as the "Outstanding Contracts"), it being understood between Assignor and Assignee that, except for the Outstanding Contracts, there are no other agreements affecting the Interests or the Production; and

(iii) Unitization and pooling, designations, declarations, orders, and/or agreements pertaining thereto affecting the Interests or the Production, if any.

(b) Liens for taxes or assessments affecting the Interests or the Production as of the Effective Time (i) which are not yet due and payable, or (ii) which are not yet delinquent or, if delinquent, that are currently in the process of being, or shall be, contested in good faith pursuant to applicable State law and in the ordinary course of business and for which adequate revenues have been set aside by Assignor.

(c) All rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of the Interests or the Production, if the same are customarily obtained subsequent to such sale or conveyance; provided that such rights do not have a materially adverse effect on the ownership, operation, use, value, or sale of the Interests or the Production.

(d) All easements, rights-of-way, permits, surface leases, and other rights with respect to surface operations, pipelines, grazing, canals, ditches, reservoirs, or the like and conditions, covenants, or other restrictions, and easements for highways, pipelines, telephone lines, power lines, railways, and other easements and rights-of-way, on, over, or in respect of the Lease; provided that such rights do not have a materially adverse effect on the ownership, use, operation, value, or sale of the Interests or the Production.

(e) Materialmen's liens, mechanic's liens, and other similar statutory liens, if any, arising in the ordinary course of business with respect to obligations affecting the Interests or the Production (i) which are not yet due or pursuant to which Assignor is not yet in default, and (ii) which are not such as would or will materially interfere with the ownership, operation, use, value, or sale of the Interests or the Production.

(f) Contractual liens of operator under the terms and provisions of the operating agreement listed on Exhibit "B" hereto arising in the ordinary course of business with respect to obligations affecting the Interests or the Production which are not yet due or pursuant to which Assignor is not yet in default and which are not such as would or will materially interfere with the ownership, operation, use, value, or sale of the Interests or the Production.

(g) Rights reserved to or vested in any municipality, governmental, statutory, or public authority to control or regulate any of the Interests or the Production in any manner, and all applicable laws, rules, and orders of governmental authorities; provided that such rights do not have a materially adverse effect on the ownership, use, operation, value, or sale of the Interests or the Production.

(h) Preferential rights to purchase and required third-party consents to assignments and similar agreements with respect to which (i) written waivers or consents have been obtained from the appropriate parties or (ii) the contractual time periods for asserting such rights have expired without an exercise of such rights.

Assignor binds its heirs, successors and assigns to warrant and defend title to the Interests and the Production unto Assignee, its successors and assigns, under a "Special Warranty," which term, as used herein, means that Assignor warrants title to the Interests assigned from and against the claims and demands of all persons lawfully claiming the same by, through, or under Assignor, but not otherwise, subject to the Permitted Encumbrances, so that the Interests as warranted shall entitle Assignee, its successors and assigns, to receive not less than that share of production (and the proceeds from the sales of such production) from the Interests as is equal to the "Net Revenue Interest" set forth in Exhibit "A" hereto, and shall obligate Assignee, its successors and assigns, to bear and pay not more than the costs and expenses of operating the Interests as are equal to the "Cost-bearing Interest" set forth in Exhibit "A" hereto (unless there is a corresponding proportionate increase in the respective "Net Revenue Interest" attributable thereto); provided, however, Assignor shall subrogate Assignee to any warranty claim which Assignor may have against any third party, prior owner, vendor, or assignor; provided further, however, the term "Special Warranty," as used herein, means that Assignee shall not look to Assignor on any matter affecting title to the Interests or the Production which occurred prior to the Effective Time on which Assignor acquired title to the Interests and the Production.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

With respect to the Equipment, this Assignment and Bill of Sale is executed WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE AND, EXCEPT FOR THE "SPECIAL WARRANTY" (AS THAT TERM IS HEREINABOVE DEFINED), WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL HAVE INSPECTED THE EQUIPMENT AND SATISFIED ITSELF AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE EQUIPMENT IN AN "AS IS, WHERE IS" CONDITION.

As used in this Assignment and Bill of Sale, the term "Claims" shall include claims, demands, causes of action, liabilities, damages, penalties, and judgment, of any kind or character, and all costs and fees in connection therewith.

Assignee shall, (a) at the date of Closing, assume, and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests, including, without limitation, those arising under or by virtue of the Lease, the Outstanding Contracts, applicable statute or rule, regulation, or order of any governmental authority (specifically including, without limitation, any governmental request or requirement to 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 or premises), and (b) protect, defend, indemnify, and hold Assignor harmless from and against any and all Claims to or by third parties arising from activities which occur from and after the date of closing which in any way affect, pertain, or relate to, arise directly or indirectly from, or incident to, the Interests from and after the date of closing.

Assignor shall protect, defend, indemnify, and hold Assignee harmless from and against any and all Claims to or by third parties arising from activities which occurred prior to the Effective Time which in any way affect, pertain, or relate to or arise directly or indirectly from, or incident to, Assignor's ownership of the Interests.

Assignor shall (a) be responsible for any and all claims arising out of the production and sales of oil, gas and other hydrocarbons attributable to the Interests, insofar as such claims relate to periods of time prior to the Effective Time, and (b) protect, defend, indemnify, and hold Assignee harmless from any and all such claims. Assignee shall be responsible for all of said types of claims insofar as they relate to periods of time from and after the Effective Time and shall protect, defend, indemnify, and hold Seller harmless therefrom.

Each indemnified party hereunder agrees that upon its discovery of facts giving rise to a claim for indemnity under the provisions of this Assignment and Bill of Sale, including receipt by it of notice of any demand, assertion, claim, action or proceeding, judicial or otherwise, by any third party with respect to any matter as to which it is entitled to indemnity under the provisions

of this Assignment and Bill of Sale, it will give prompt notice thereof in writing to the indemnifying party together with a statement of such information respecting any of the foregoing as it shall then have. Such notice shall include a formal demand for indemnification under this Assignment and Bill of Sale. The indemnified party shall afford the indemnifying party a reasonable opportunity to pay, settle or contest the Claims, if any, at its expense.

The terms and provisions of this Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of Assignor and Assignee, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 22nd day of November, 1996, but shall be effective as of October 1, 1996, at 7:00 a.m. Mountain Standard Time.

ASSIGNOR:

WOLD OIL & GAS COMPANY

By: _____
Peter I. Wold
General Partner

ASSIGNEE:

ENRON OIL & GAS COMPANY

By: _____
Andrew C. Morris
Agent and Attorney-in-Fact

m:\cdrive\agrmt\24200.doc

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF NATRONA) §

The foregoing instrument was acknowledged before me this 22nd day of November, 1996, by Peter I. Wold, General Partner, Wold Oil & Gas Company.

Witness my hand and official seal.

My Commission Expires
January 25, 1997

Eileen Noonan
Notary Public

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF NATRONA) §

The foregoing instrument was acknowledged before me this 22nd day of November, 1996, by Andrew C. Morris, as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

My Commission Expires
January 25, 1997

Eileen Noonan
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain
Assignment and Bill of Sale dated November 22, 1996,
by and between Wold Oil & Gas Company, as "Assignor,"
and Enron Oil & Gas Company, as "Assignee."

"INTERESTS"

A. Lease

Federal Lease No.	Description	Gross/ Net Acres
WY-80186	T28N-R113 W, 6th P.M. Section 2: SENW, E/2SW, SWSW Section 3: S/2SE Section 10: E/2 Sublette County, Wyoming	560.00

B. Well

Well Name	Location	Assignor's Cost Bearing Interest	Assignor's Net Revenue Interest
Wold 24-10	T28N-R113 W, 6th P.M. Section 10: SENE Sublette County, Wyoming	100%	81.00%

C. Intent

It is Assignor's and Assignee's intent that Assignor shall reserve in this Assignment and Bill of Sale and the corresponding Federal Assignment of Record Title an Overriding Royalty Interest equal to the difference between existing burdens (including royalty, overriding royalty or other burdens that exist as of the Effective Time) and nineteen percent (19.00% of 8/8ths) it being the intent of Assignor to deliver to Assignee an eighty-one percent (81.00%) net revenue interest in the Lease and Interests as herein defined. However, as this lease has a sliding scale royalty the parties agree that an increase in the federal royalty rate above 12.50% will not reduce or affect the reserved 3.50% overriding royalty of Wold Oil & Gas Company.

EXHIBIT "B"

Attached to and made a part of that certain
Assignment and Bill of Sale dated November 22, 1996,
by and between Wold Oil & Gas Company, as "Assignor,"
and Enron Oil & Gas Company, as "Assignee."

"OUTSTANDING CONTRACTS"

1. That certain Farmout Letter Agreement dated June, 26, 1996, and that certain Farmout Agreement, dated October 9, 1996, by and between Enron Oil & Gas Company, as Farmee and Wold Oil & Gas Company, as Farmor.

1164

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **High Plains Associates, Inc.**, of 1600 Broadway, Suite 1565, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer, assign and set over unto the parties listed below (hereinafter referred to as "Assignees") an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the percentage set opposite each Assignee's name, in and to all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas lease and lands described on Exhibit "A", attached hereto and made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

Assignees	ORRI Conveyed
High Plains Associates, Inc. 1600 Broadway, Suite 1565 Denver, Colorado 80202	0.50000%
Stanley Energy W. Inc. 1776 Lincoln Street, Suite 410 Denver, Colorado 80203	1.416666%
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.416667%
Scott R. Clark 9830 Xavier Court Westminster, Colorado 80030	0.416667%
Pepco, Inc. 3901 South Cherry Street Englewood, Colorado 80110	0.10000%
Mark E. Brown 7753 South Hill Drive Littleton, Colorado 80120	0.08125%
Robert W. McDermott 1080 South York Street Denver, Colorado 80209	0.06875%

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

If Assignor's interest in the Oil and Gas Lease is less than the entire interest, or if said Oil and Gas Lease covers less than the entire fee title, then the overriding royalty interest conveyed hereby shall be reduced proportionately.

260045

RECORDED Dec 13 1996 10:10 A
IN BOOK 104 046 PAGE 164
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baston

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVE this 1st day of November, 1996.

ATTEST:

By: Jonathan S. Roderick
Jonathan S. Roderick
Vice President

HIGH PLAINS ASSOCIATES, INC

By: Louis A. Oswald, III
Louis A. Oswald, III
President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of November, 1996 by Louis A. Oswald, III as President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed and sealed in behalf of said corporation by authority of its Board of Directors, and said Louis A. Oswald, III acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notary seal.

Lynn A McBride
Notary Public

My commission expires: 1/4/97

NOTARY PUBLIC
LYNN A. McBRIDE
STATE OF COLORADO

My Comm. Expires 01/04/1997

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Overriding Royalty Interest dated November 1, 1996

Sublette County, Wyoming

LESSOR	LESSEE	DESCRIPTION	EFFECTIVE DATE	BOOK	PAGE
W. L. Bain	High Plains Associates, Inc.	Township 35 North, Range 112 West, 6th P.M. Section 7: SE4NE4 Section 8: SW4NE4, N2S2, SE4SE4 Section 9: W2SW4, SE4SW4 Containing 400.00 acres more or less	10/16/1994	100 Reception No. 251148	566

1010

End of Exhibit "A"

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE §

WHEREAS, Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc., (hereinafter referred to as "Chevron") is owner of a certain well called the Chevron U.S.A. Production Company - Ross #33-7 (hereinafter referred to as "the Well"), located in the NW/4 SE/4 of Section 7, T30N-R110W, 6th P.M., Sublette County, Wyoming and covered by that certain Oil, Gas and Mineral Lease WYW-135438 effective April 1, 1993 (hereinafter referred to as "the Alpine Lease") between the Bureau of Land Management (BLM), as Lessor, and Shama Zoe Limited Partnership, (dba Alpine Gas Company and hereinafter referred to as "Alpine"), as Lessee.

WHEREAS, the Well was drilled pursuant to that certain Farmin Agreement (hereinafter referred to as the "Agreement') dated June 14, 1994, but effective June 1, 1994, by and between Chevron and Alpine Gas Company (hereinafter referred to as "Alpine"); and

WHEREAS, in accordance with "Provision I - Well Takeover" of the Agreement, Alpine has elected to take over the Well;

NOW, THEREFORE, in consideration of the premises, of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chevron hereby TRANSFERS, ASSIGNS, BARGAINS, SELLS, and CONVEYS, without warranty of any kind, express, implied or statutory, unto Alpine all of Chevron's right, title and interest in and to the Well, subject to the following terms and conditions:

1. The Assignment and Bill of Sale is effective as of August 1, 1996, at 7:00 a.m. local time of the jurisdiction where the Well is located (the "Effective Date").

2. This sale is limited to the wellbore and the equipment set forth on Exhibit "A", attached hereto and made a part hereof.

3. The Well is conveyed "As Is" and Chevron makes no warranty, expressed or implied in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well, compliance with regulatory and environmental requirements, or otherwise.

4. Alpine shall be responsible for and shall indemnity and hold Chevron harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well which are incurred or suffered subsequent to the Effective Date. Chevron shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well which were incurred or suffered prior to the Effective Date.

5. It is understood and agreed that Alpine shall assume all responsibility for the Well, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the BLM or other landowner(s). Alpine as part of the consideration for this conveyance, hereby fully releases and discharges Chevron, its successors, assigns, employees, agents affiliates and subsidiaries from, and agrees to defend, indemnify and hold Chevron, its successors, assigns, employees, agents affiliates and subsidiaries harmless from and against, any loss, liability, claim, demand, damage,

260166

RECORDED Dec. 20 1996 M 3:55p
IN BOOK 104 PAGE 167
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

167 By Cathy Seaton

judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well after the Effective Date, including, but not limited to, plugging and abandonment of the Well; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons' and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

6. It is understood and agreed that Alpine is taking over "the Well" pursuant to and subject to all the terms and conditions set forth in that certain Farmin Agreement dated June 14, 1994 between Chevron and Alpine (specifically - Provision I - 'well Takeover). Furthermore, any assignments of interest in "the Well" by Alpine must obligate its Assignees to take cognizance of and comply with the terms and conditions of the June 14, 1994 Farmin Agreement with Chevron.

7. As part of the consideration for the execution and delivery of this instrument by Chevron, Alpine agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

8. The terms of this Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed this 15th day of November, 1996 to be effective for all purposes as of the Effective Date.

CHEVRON U.S.A. PRODUCTION COMPANY, a division of Chevron U.S.A. Inc.

By: D. T. Berlin
D. T. Berlin

Title: Assistant Secretary

SHAMA ZOE LIMITED PARTNERSHIP
dba ALPINE GAS COMPANY

By: Gilman A. Hill
Gilman A. Hill

Title: President and General Partner

[redacted] [redacted] [redacted]

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of November, 1996, personally appeared D. T. Berlin, known to me to be the person whose name is subscribed to the within instrument as Assistant Secretary of CHEVRON U.S.A. PRODUCTION COMPANY, a division of Chevron U.S.A. Inc., a Pennsylvania corporation, and acknowledged to me that D. T. Berlin, subscribed the name of CHEVRON U.S.A. PRODUCTION COMPANY thereto as principal and own name as Assistant Secretary.

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

NOTARY PUBLIC STATE OF TEXAS
Kathleen A. Day
Notary Public
State of Texas
My Comm. Exp. 08-12-00

Kathleen A. Day
Notary Public
State of Texas

My Commission Expires:

08-12-00

STATE OF COLORADO §

COUNTY OF ARAPAHOE §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of November, 1996, personally appeared Gilman A. Hill, known to me to be the person whose name is subscribed to the within instrument as General Partner of Shama Zoe Limited Partnership and acknowledged to me that Gilman A. Hill subscribed the name of Shama Zoe Limited Partnership (d/b/a/ Alpine Gas Company) thereto as principal and own name as General Partner (President).

JoAnn Sarver
Notary Public - JoAnn Sarver
State of Colorado

My Commission Expires:

November 21, 1998

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

EXHIBIT "A"

Attached hereto and made a part of that certain Assignment and Bill of Sale dated November 15, 1996, but effective August 1, 1996 between Chevron U.S.A. Production Company, a division of Chevron U.S.A. Inc. and Shama Zoe Limited Partnership dba Alpine Gas Company.

Equipment To Be Sold From the Ross #33-7

10,681 feet of P-110 tubing in the well. (339 joints and two 10' pup joints)
377 feet of P-110 tubing laid down on the wellsite. (11 joints)
Baker Max Packer with Sliding Sleeve.
10,000 psi 2 1/16" Wellhead.

One 12'x15' 300 bbl welded tank.

3" tubing flowline. (approximately 1000' from location to Williams sales meter)
Miscellaneous valves, fittings, and equipment.

All equipment is conveyed "As Is" and Chevron makes no warranty, expressed or implied in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the equipment, compliance with Regulatory and environment requirements or otherwise.

[redacted] [redacted] [redacted]

Assignment and Bill of Sale
With Special Warranties

THIS INDENTURE, made on this 1st day of October, 1996, by and between STRACHAN EXPLORATION, INC., 1675 Broadway, #2330, Denver, CO 80202, and JOHN P. LOCKRIDGE, 1801 Broadway, #1250, Denver, CO 80202 (Collectively referred to as "Purchaser") and NORTH AMERICAN RESOURCES COMPANY, 16 East Granite, Butte, MT 59701 ("Seller").

WITNESSETH: THAT SELLER, in consideration of the sum of ten dollars and other valuable consideration to it in hand paid by Purchaser, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, AND CONFIRM, unto Purchaser its successors and assigns, fifty percent (50%) of Seller's right, title and interest in and to the estates created by these certain oil and gas leases described on Exhibit "A", attached to and made a part hereof. Together with fifty percent (50%) of Seller's interests in and to all rights in, to, and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto, and in and to fifty percent (50%) of Seller's interests in and to the personal property, equipment, oil and gas wells, pipelines, compressors, fixtures and improvements now located thereon, appurtenant thereto or used or obtained in connection therewith.

TO HAVE AND TO HOLD, the property aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Purchaser and unto its successors and assigns forever, the Seller hereby covenants that the said property is free and clear from any encumbrance done or suffered by it; and that it will defend the title to the said property unto Purchaser and unto its successors and assigns against the lawful claims and demands of all persons claiming to hold title by, through, or under Seller, but not otherwise.

THIS ASSIGNMENT is made subject to the terms and conditions of that certain Acreage Trade Agreement dated August 22, 1996 by and between North American Resources Company and Strachan Exploration, Inc. This assignment covers state and federal oil and gas leases and is not intended to convey any additional interest over and above the interests conveyed on the governmental assignment forms.

IN WITNESS WHEREOF, Seller has caused these presents to be signed by the appropriate authorized person the day and year first above written.

ATTEST: CORPORATE SEAL

[redacted] Crowe
Secretary

NORTH AMERICAN RESOURCES COMPANY

By: [redacted]
James J. Benner
Vice-President and General Manager

STATE OF MONTANA
COUNTY OF SILVER BOW

The foregoing instrument was acknowledged before me this 1st day of October, 1996, by James J. Benner, Vice-President and General Manager of **North American Resources Company**.

[redacted]
Notary Public
Residing at Butte, Montana
My Commission Expires: 5-24-98

NOTARIAL SEAL

260275

BOOK 104 O+6
12.00
January 2 1997 10:25 A.M.
171
COUNTY CLERK
COUNTY, PINEDALE WYOMING
By Cathy

171

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases with Special Warranties dated October 1, 1996, by and between NARCo as Seller, and Strachan Exploration, Inc., and John P. Lockridge, as Purchaser.

Serial No: W-18099
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: May 1, 1969
Description: Township 33 North, Range 114 West, 6th P. M.
Section 30: Lots 1, 2, 3, NW4NE4, E2NW4
Section 31: Lots 1, 2, NE4, E2NW4
Sublette County, Wyoming

Serial No: W-60641
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: January 1, 1969
Description: Township 33 North, Range 114 West, 6th P. M.
Section 19: Lots 1, 2, E2NW4, W2NE4
Sublette County, Wyoming

Serial No: W-60642
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: January 1, 1969
Description: Township 33 North, Range 114 West, 6th P.M.
Section 19: Lots 3, 4, E2SW4, SE4
Sublette County, Wyoming

Serial No: W-117557
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: September 1, 1990
Description: Township 33 North, Range 115 West, 6th P. M.
Section 35: E2
Section 36: W2
Sublette County, Wyoming

Serial No: W-121443
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: October 1, 1990
Description: Township 33 North, Range 114 West, 6th P. M.
Section 18: Lots 1, 2, 3, 4, E2, E2W2
Section 19: E2NE4
Section 20: W2
Section 29: NW4, N2SW4, SE4SW4
Section 30: NE4NE4, S2NE4, NE4SW4, N2SE4
Township 33 North, Range 115 West, 6th P. M.
Section 13: All
Section 24: N2
Sublette County, Wyoming

Serial No: W-121444
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: October 1, 1990
Description: Township 33 North, Range 114 West, 6th P. M.
Section 29: SW4SW4
Section 30: Lot 4, S2SE4, SE4SW4
Section 31: Lots 3, 4, SE4, E2SW4
Section 32: W2
Township 32 North, Range 115 West, 6th P. M.
Section 11: Lots 1, 2, 3, 4, S2
Section 12: Lots 1, 2, 3, 4, 5, 6, SW4, W2SE4
Township 33 North, Range 115 West, 6th P. M.
Section 25: E2
Section 36: E2
Sublette County, Wyoming

Serial No: W-121818
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: May 1, 1991
Description: Township 33 North, Range 115 West, 6th P. M.
Section 24: SE4SE4
Sublette County, Wyoming

EXHIBIT "A" continued

Serial No: W-121822
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: May 1, 1991
Description: Township 33 North, Range 115 West, 6th P. M.
Section 24: NE4SE4
Sublette County, Wyoming

Serial No: W-136861
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: July 1, 1995
Description: Township 33 North, Range 114 West, 6th P. M.
Section 33: N2N2, S2NW4
Sublette County, Wyoming

Assignment and Bill of Sale
With Special Warranties

THIS INDENTURE, made on this 1st day of October, 1996, by and between **STRACHAN EXPLORATION, INC., 1675 Broadway, Suite #2330, Denver, CO 80202, and JOHN P. LOCKRIDGE, 1801 Broadway, #1250, Denver, CO 80202 (Collectively referred to as "Purchaser") and NORTH AMERICAN RESOURCES COMPANY, 16 East Granite, Butte, MT 59701 ("Seller").**

WITNESSETH: THAT SELLER, in consideration of the sum of ten dollars and other valuable consideration to it in hand paid by Purchaser, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, AND CONFIRM, unto Purchaser its successors and assigns, fifty percent (50%) of Seller's right, title and interest in and to the estates created by these certain oil and gas leases described on Exhibit "A", attached to and made a part hereof. Together with fifty percent (50%) of Seller's interests in and to all rights in, to, and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto, and in and to fifty percent (50%) of Seller's interests in and to the personal property, equipment, oil and gas wells, pipelines, compressors, fixtures and improvements now located thereon, appurtenant thereto or used or obtained in connection therewith.

TO HAVE AND TO HOLD, the property aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Purchaser and unto its successors and assigns forever, the Seller hereby covenants that the said property is free and clear from any encumbrance done or suffered by it; and that it will defend the title to the said property unto Purchaser and unto its successors and assigns against the lawful claims and demands of all persons claiming to hold title by, through, or under Seller, but not otherwise.

THIS ASSIGNMENT is made subject to the terms and conditions of that certain Farmout Agreement dated July 10, 1996 by and between North American Resources Company and Strachan Exploration, Inc. This assignment covers state and federal oil and gas leases and is not intended to convey any additional interest over and above the interests conveyed on the governmental assignment forms.

IN WITNESS WHEREOF, Seller has caused these presents to be signed by the appropriate authorized person the day and year first above written.

ATTEST:

Mary M. Crowe
Asst. Secretary

NORTH AMERICAN RESOURCES COMPANY

By: _____
James J. Benner
Vice-President and General Manager

STATE OF MONTANA
COUNTY OF SILVER BOW

The foregoing instrument was acknowledged before me this 1st day of October, 1996, by James J. Benner, Vice-President and General Manager of **North American Resources Company**.

_____
Notary Public

My Commission Expires: 5-24-98

260276

RECORDED January 2 1997 10:25:1
BOOK 104 D+G 175
12:00 M
175 By Cathy Seaton

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases with Special Warranties dated October 1, 1996, by and between NARCo as Seller, and Strachan Exploration, Inc., and John P. Lockridge, as Purchaser.

Serial No: 71-15759
Lessor: State of Wyoming
Lessee: NARCo
Effect Date: October 2, 1971
Description: Township 32 North, Range 114 West
Section 16: All from the base of the Mesaverde formation defined as 7350' to the stratigraphic equivalent of the 11875' total depth drilled in the Celeron Federal 21-28 well in the NW4 of Section 28, T32N-4114W.
Section 16: All from the surface down to 7350' and below 11875' as drilled in the Celeron Federal 21-28 well in the NW4 of Section 28, T32N-R114W.
Sublette County, Wyoming

Serial No: W-06008
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: June 1, 1951
Description: Township 32 North, Range 114 West
Section 20: S2SE4 from the surface down to 100' below the stratigraphic equivalent of 6750' as encountered in the Mickelson Creek #43-20 well.
Sublette County, Wyoming

Serial No: W-28379
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: May 1, 1994 83
Description: Township 32 North, Range 114 West
Section 28: All from the surface down to the stratigraphic equivalent of the total depth of 11875' drilled in the Celeron Federal 21-28 well located in the NW4 of Section 28, T32N-R114W.
Section 33: N2 from the surface down to the stratigraphic equivalent of the total depth of 11875' drilled in the Celeron Federal 21-28 well located in the NW4 of Section 28, T32N-R114W.
Section 34: All from the surface down to the stratigraphic equivalent of the total depth of 11875' drilled in the Celeron Federal 21-28 well located in the NW4 of Section 28, T32N-R114W.
Section 35: All from the surface down to the stratigraphic equivalent of the total depth of 11875' drilled in the Celeron Federal 21-28 well located in the NW4 of Section 28, T32N-R114W.
Sublette County, Wyoming

Serial No: W-33563
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: November 1, 1973
Description: Township 32 North, Range 114 West
Section 27: NE4 from the surface down to the stratigraphic equivalent of 12856' drilled in the Federal 13-4 well located in the NW4SW4 of Section 4, T32N-R114W.
Sublette County, Wyoming

Serial No: W-36439
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: October 1, 1972
Description: Township 32 North, Range 114 West
Section 9: Lot 1 (13.43), Lot 2 (13.42), Lot 3 (13.40), Lot 4 (13.39), S2N2, S2.
Section 21: NE4, NW4SE4, S2SE4
Section 22: All
Section 23: W2
Section 26: NW4
Section 21: NE4SE4 from the surface down to the stratigraphic equivalent of the total depth of 11875' drilled in the Celeron Federal 21-28 well located in the NW4 of Section 28, T32N-R114W.
Sublette County, Wyoming

Serial No: W-36440
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: October 1, 1972
Description: Township 32 North, Range 114 West
Section 26: S2
Section 27: W2, SE4
Sublette County, Wyoming

Serial No: W-38512
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: March 1, 1994 93
Description: Township 32 North, Range 114 West
Section 21: W2
Sublette County, Wyoming

Serial No: W-73977
Lessor: Bureau of Land Management
Lessee: NARCo
Effect Date: June 1, 1951

Description: Township 32 North, Range 114 West
Section 20: N2SE4 from the surface down to 100' below the stratigraphic equivalent of 6750' as encountered in the Mickelson Creek #43-30 well.
Section 20: NE4 from the surface down to 100' below the stratigraphic equivalent of 6750' as encountered in the Mickelson Creek #43-20 well.
Sublette County, Wyoming

[redacted] [redacted] [redacted]

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

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

THAT, Mobil Oil Corporation, 10000 Ming Avenue, Bakersfield, California 93311, hereinafter called "Assignor," for and in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey unto Enron Oil & Gas Company, 1625 Broadway, Suite 1300, Denver, Colorado 80202, hereinafter called "Assignee," all of its right, title and interest in and to the leases and lands described on Exhibit "A" attached hereto and made a part hereof, insofar as said leases and lands cover rights from the surface of the earth to 1500 feet above the top of the Frontier Formation.

Assignor and Assignee hereby agree that all rights to the Baxter (Hilliard Shale) Formation are above 1500 feet above the top of the Frontier Formation.

This Assignment is made by Assignor without warranty of title, either express or implied.

Executed this 6th day of ~~November~~ December, 1996.

ATTEST

By: [signature]
Assistant Secretary

ASSIGNOR:

MOBIL OIL CORPORATION

By: [signature]

Title: Attorney-in-Fact

ASSIGNOR:

MOBIL OIL CORPORATION

By: [signature]

Title: Attorney-in-Fact

ASSIGNEE

ENRON OIL & GAS COMPANY

[signature]
Andrew C. Morris
Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

260277

RECORDED Jan. 2 1997 M
IN BOOK 10M 0+6 PAGE 179
FEES $ 10.00 & COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

10:45A

The foregoing instrument was acknowledged before me this 22nd day of November, 1996, by Andrew C. Morris, as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires: 2-23-98

[signature]
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 ____ day of _____, 1996, by _____ as _____ Mobil Oil Corporation

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

m:\pl\3424.doc

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases by and between Mobil Oil Corporation, as Assignor and Enron Oil & Gas Company, as Assignee.

1. Date: July 30, 1947
   Lessor: Mary J. Haddenham, a widow
   Lessee: Western Oil Refining Company
   Recorded: Book 2, Page 153
   Description: Township 28 North, Range 113 West
   Section 17: W/2SW/4, SE/4SW/4
   now resurveyed and described as Tract 39
   Sublette County, Wyoming

2. Date: July 30, 1947
   Lessor: Fred McCourt, J. Gordon Morgan, Albert Mau, Ernest B. Hitchcock and Joseph A. Minton
   Lessee: Western Oil Refining Company
   Recorded: Book 2, Page 166
   Description: Township 28 North, Range 113 West
   Section 17: W/2SW/4, SE/4SW/4
   now resurveyed and described as Tract 39
   Sublette County, Wyoming

3. Date: January 18, 1954
   Lessor: G.W. Anderson and Ida Lee Anderson
   Lessee: Western Oil Refining Company
   Recorded: Book 7, Page 269
   Description: Township 28 North, Range 113 West
   Section 17: W/2SW/4, SE/4SW/4
   now resurveyed and described as Tract 39
   Sublette County, Wyoming

...ER'S USE ACKNOWLEDGMENT

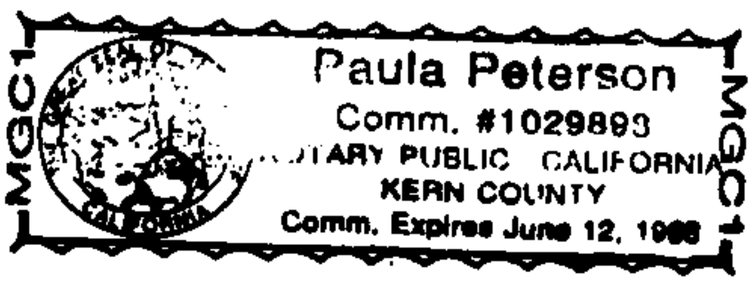
State of California

County of Kern

On December 6, 1996 (Date) before me, Paula Peterson, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared W.J. Nunenburg and G.A. Cox (Name(s) of Signer(s))

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



WITNESS my hand and official seal.

Paula Peterson
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: Partial assignment of Oil and Gas Leases

Document Date: December 6, 1996 Number of Pages: 2

Signer(s) Other Than Named Above: /

Capacity(ies) Claimed by Signer(s)

Signer's Name: W. J. Nunenburg

☐ 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: G.A. Cox

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1995 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

182

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **High Plains Associates, Inc.**, of 1600 Broadway, Suite 1565, Denver, 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, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") in the percentages set opposite their names, one hundred percent (100%) of its right, title and interest in and to the oil and gas lease described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said lease covers the describe lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

Assignees	**Interest Assigned**
John P. Lockridge 1801 Broadway, Suite 1250 Denver, Colorado 80202	50.00000%
Prima Oil & Gas Company 1801 Broadwy, Suite 500 Denver, Colorado 80202	50.00000%

This Assignment is made subject to all previously reserved or conveyed overriding royalties, reversionary interests, or other lease burdens effective or existing as of the effective date of this Assignment.

If Assignor's interest in the Oil and Gas Leases is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the leasehold interest conveyed hereby shall be reduced proportionately.

This Assignment is made without warranty of title of any kind, either expressed or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignees and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED and EFFECTIVE this 15th day of November, 1996.

ATTEST:

By: Jonathan S. Roderick
Jonathan S. Roderick
Vice President

HIGH PLAINS ASSOCIATES, INC.

By: Louis A. Oswald, III
Louis A. Oswald, III
President

260280
RECORDED Jan. 2 1997 12:19p M
IN BOOK 104 046 PAGE 182
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Buxton

NOTARY PUBLIC
LYNN A. McBRIDE
STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of November, 1996 by Louis A. Oswald, III as President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed and sealed in behalf of said corporation by authority of its Board of Directors, and said Louis A. Oswald, III acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires 1/1997

Witness my hand and notary seal.

Lynn McBride
Notary Public

My commission expires: 1/1/97

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Oil and Gas Lease dated November 15, 1996

Sublette County, Wyoming

LESSOR	LESSEE	DESCRIPTION	EFFECTIVE DATE	BOOK	PAGE
W. L. Bain	High Plains Associates, Inc.	Township 35 North, Range 112 West, 6th P.M. Section 7: SE4NE4 Section 8: SW4NE4, N2S2, SE4SE4 Section 9: W2SW4, SE4SW4 Containing 400.00 acres more or less	10/16/1994	100	566

Reception No.
251148

183

End of Exhibit "A"

ATTEST/84 Sublette, Wy P 12

CORRECTION CONVEYANCE

WHEREAS, by Conveyance dated April 8, 1994, but effective December 1, 1993, recorded at Book 96, Page 437, Oil & Gas Records of Sublette County, Wyoming (the "Conveyance"), Santa Fe Energy Resources, Inc., a Delaware Corporation, Santa Fe Energy Operating Partners, L.P., a Delaware limited partnership and SFER Properties-A, Inc., a Delaware Corporation (therein jointly called "Grantor") conveyed to Bridge Oil Company, L.P., a Delaware limited partnership, (therein called "Grantee") all of Grantor's right, title and interest in and to certain oil, gas, mineral and related properties, including the Subject Properties (as defined herein);

WHEREAS, effective September 1, 1994, the name of Bridge Oil Company, L.P. was changed to Parker & Parsley Development L.P.; and

WHEREAS, effective December 31, 1994, Parker & Parsley Development L.P. was merged with and into Parker & Parsley Producing L.P. ("Parker & Parsley"), whose address is P.O. Box 3178, Midland, Texas 79702; and

WHEREAS, effective December 31, 1994, Santa Fe Energy Operating Partners, L.P. was merged with and into Santa Fe Energy Resources, Inc.; and

WHEREAS, effective July 31, 1995, SFER Properties-A, Inc. was merged with and into Santa Fe Energy Resources, Inc., and

WHEREAS, Grantor's conveyance to Grantee of its interests in the Subject Properties (the "Conveyed Interest") was unintended and Santa Fe Energy Resources, Inc. and Parker & Parsley Producing L.P. desire to correct the Conveyance by the deletion therefrom of the Subject Properties and Parker & Parsley Producing L.P.'s reconveyance to Santa Fe Energy Resources, Inc. of all right, title and interest in and to the Subject Properties acquired by Parker & Parsley Producing L.P. under the Conveyance.

NOW, THEREFORE, in consideration of the foregoing, Parker & Parsley Producing L.P., a Delaware limited partnership, (herein called "Grantor"), whose address is P.O. Box 3178, Midland, Texas 79702, for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Santa Fe Energy Resources, Inc., a Delaware corporation, (herein called "Grantee"), whose address is 1616 South Voss, Suite 1000, Houston, Texas 77057, the following described properties, rights and interests (the "Subject Properties"):

(a) The Conveyed Interest in and to the lands underlying the leases and other documents described in Exhibit A (and in and to any ratifications and/or amendments to such leases and other documents, whether or not such ratifications

260345

RECORDED January 10 1997 10:25AM
IN BOOK 104 OF 6 PAGE 184
FILED $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacto

or amendments are described In such Exhibit A) and all wells (including wells which may be currently producing, not producing, in the process of or awaiting completion, or drilling) located upon such lands or upon any lands with which any portion of such leases or lands may be pooled, communitized, or unitized (either voluntary or by compulsory order);

(b) Without limitation of the foregoing, the Conveyed Interest of Grantor in and to the oil, gas and other minerals in and under and that may be produced from the lands underlying the leases or other documents described in Exhibit A (including, without limitation, interests in oil, gas and/or mineral leases covering such lands, overriding royalty interests, production payments and net profits interests in such lands, and fee royalty interests, fee mineral interests and other interests in such oil, gas and other minerals);

(c) The Conveyed Interest in and to, or otherwise derived from all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any governmental entity having jurisdiction, voluntary unitization agreements, designations and/or declarations, and so called "working interest units" created under operating agreements or otherwise) which relate to any of the properties described in paragraphs (a) and (b) above;

(d) All production from the properties described in paragraphs (a), (b), and (c) above after the Effective Date (as defined below) and all merchantable allowable oil or liquids owned by Grantor and attributable to the Conveyed Interest and stored in tanks on the lands covered by the leases and other documents described on Exhibit A on the Effective Date;

(e) All rights and obligations of Grantor with respect to gas imbalances attributable to the Conveyed Interest existing with respect to any of the properties described in paragraphs (a), (b) and (c) above, together with any rights or obligations as to future cash and/or gas balancing in existence as the Effective Date.

(f) The Conveyed Interest in and to all presently existing and valid production sales contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in paragraphs (a), (b) and (c) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto), including accounts receivable and payable arising from any of the foregoing and attributable to any period after the Effective Date;

(g) To the extent attributable to the Conveyed Interest, all of Grantor's lease files, abstracts and title opinions, production records, well files, accounting records

(but not including general financial accounting or tax accounting records), geological and geophysical data related to the properties described in paragraphs (a), (b) and (c) above, including (without limitation), prospect and other maps, the seismic records, well logs, scout tickets and completion cards relating to the properties described in paragraphs (a), (b) and (c) above, and all other files, documents, and records which directly relate to the properties described above (unless Seller is prohibited from transferring any such items pursuant to the terms of a third-party agreement); and

(h) The Conveyed Interest in and to all materials, supplies, machinery, equipment, improvements, and other personal property and fixtures appurtenant to the properties described in paragraphs (a), (b) and (c) above.

TO HAVE AND TO HOLD the Subject Properties unto Grantee, its successors and assigns, forever.

This Conveyance is made without any warranties of title, all such warranties being expressly disclaimed. Specifically in this connection, but without limiting the generality of the foregoing, ALL EQUIPMENT, OTHER PERSONAL PROPERTY AND FIXTURES SOLD AND CONVEYED TO GRANTEE IS SOLD AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, QUALITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH EQUIPMENT, OTHER PERSONAL PROPERTY AND FIXTURES. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE OR ORDER. BY ACCEPTANCE OF RECEIPT OF THIS CONVEYANCE, GRANTEE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE (OTHER THAN SECTION 17.555 WHICH IS NOT WAIVED) OF THE TEXAS BUSINESS AND COMMERCE CODE.

Grantor and Grantee agree and acknowledge that Grantor was not intended to receive any right, title or interest under the Conveyance in or to the Subject Properties and the Conveyance shall be amended by deleting the Subject Properties therefrom, and Grantee agrees to indemnity and hold Grantor harmless from and against any and all claims, liabilities, costs, damages and obligations attributable or related to the Subject Properties, whether arising before or after the date hereof.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this Conveyance has been executed by the parties hereto on December 7th, 1995, effective as to runs of oil and deliveries of gas, and for all other purposes, as of 7:00 a.m. local time at the locations of the Subject Properties, respectively, on December 1, 1993 (the "Effective Date").

GRANTOR:

PARKER & PARSLEY PRODUCING L.P.

By: Parker & Parsley, Inc.
General Partner

By: _____
Howard P. Bradford, Vice President

GRANTEE:

ATTEST:

SANTA FE ENERGY RESOURCES, INC

By: _____
J. R. Womack, Vice President

APPROVALS
DIV. LAND ____
LAND AD. 9/14/95
LEGAL ____
TAX ____
ACCT. ____
INS. ____
GAC ____

THE STATE OF TEXAS }
}
COUNTY OF MIDLAND }

This instrument was acknowledged before me on December 13th, 1995, by Howard P. Bradford, as Vice President of Parker & Parsley, Inc. as General Partner of Parker & Parsley Producing L.P. on behalf of said corporation.

HOLLY BURGESS
Notary Public, State of Texas
My commission expires 7-3-99

Holly Burgess
Notary Public in and for the State of Texas

My Commission expires: 7-3-99

THE STATE OF TEXAS }
}
COUNTY OF HARRIS }

This instrument was acknowledged before me on October 9, 1996, by John R. Womack, as Vice President of Santa Fe Energy Resources, Inc. on behalf of said corporation.

PATRICIA GOULD
Notary Public, State of Texas
My Commission Expires 8-28-98

Patricia Gould
Notary Public in and for the State of Texas

My Commission expires: 8-28-98

EXHIBIT "A"

To conveyance dated effective December 1, 1993, between Parker & Parsley Producing L.P., as Grantor, and Santa Fe Energy Resources, Inc., as Grantee.

FILE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	COUNTY	STATE	RECORDED
31807	BLM WYW-0322610	Humble Oil & Refining Company	11/01/65	Sublette	WY	41604

Description: Township 28 North, Range 114 West

Section 29: Lots 16, 17 and 18

[redacted]809	BLM WYW-0320213	George C. Reeves	11/01/65	Sublette	WY	607956

Description: Township 28 North, Range 114 West

Section 29: Lots 3, 4, 5, 6, 7, 8, 13, 14 and 15y

189

RELEASE OF OIL AND GAS LEASE

190

KNOW ALL MEN BY THESE PRESENTS: That Farleigh Oil Properties, a sole proprietorship, P.O. Box 3215, Casper, Wyoming 82602

For a good and valid consideration does hereby release, relinquish, quitclaim and surrender to the lessor, their **heirs, assigns and legal representatives, all right, title and interest including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between** Susan Spear Root, Charles I. Moore, Jr., Charles L. Caravati & Chapman J. Root, II as Trustees of the Chapman S. Root 1982 Living Trust, d/b/a Circle S Ranch, P.O. Box 2860, Daytona Beach, Florida 32120-2860

as Lessor and Farleigh Oil Properties, a sole proprietorship

as Lessee, dated the 14 **day of** October, **19** 93, **insofar as same covers the following described land, to-wit:**

Township 37 North, Range 110 West, 6th P.M.
Section 25: NW 1/4 NW 1/4

Section 26: NE 1/4 NE 1/4

260358

RECORDED January 13 1997 11:00AM
BOOK 104 O&G PAGE 80
FEES 6.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

and containing 80 **acres, situated in the County of** Sublette **and State of** Wyoming, **said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book** 96 O&G **Page** 259 Instrument # 245527.

EXECUTED this 8th **day of** January, **19** 97.

Farleigh Oil Properties, a sole Proprietorship
Bill D. Farleigh - Owner

STATE OF Wyoming)
) **ss.**
COUNTY OF Converse)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th **day of** January, **19** 97, **personally appeared** Bill D. Farleigh-Owner Farleigh Oil Properties, a sole proprietorship **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.

LINDA ANDREWS Notary Public
County of Converse State of Wyoming
My commission Expires Jun 19, 1997

Notary Public

My Commission Expires: June 19, 1997

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT made this 10th day of January, 1997, by and between LEONARD HAY, of 118 3rd Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor"; and LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST, dated September 27, 1996, whose address is 118 3rd Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignor, receipt whereof is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign and set over unto Assignee and his heirs, successors and assigns, all of the right, title, interest, claim and demand of Assignor, in and to all of the following described overriding royalty interest, to-wit:

All Assignor's right, title and interest of record in and to the overriding royalty interests in and to that certain oil and gas lease, Lease 05749, Figure 4 Unit, covering certain lands located in Sublette County, Wyoming, described as follows:

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming:

Section 10: NE/4
Section 11: N/2
Section 12: S/2N/2, SE/4
Section 13: E/2

260361

RECORDED January 13 1997 11:50AM
BOOK 104 Orb PAGE 191
6.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Easton

TO HAVE AND TO HOLD the 2% overriding royalty interest hereby conveyed to Assignee, his heirs, representatives and assigns forever.

IN WITNESS WHEREOF, LEONARD HAY has hereunto set his name the day and year first above-written.

Leonard Hay
LEONARD HAY

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 10th day of January, 1997, by LEONARD HAY.

Witness my hand and official seal.

My commission expires:

THEDA A. KNUDSEN - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Aug. 1, 1997

Theda A. Knudsen
Notary Public

pages 192 - 197 are duplicated

ASSIGNMENT OF OVERRIDING ROYALTY INTE

KNOW ALL MEN BY THESE PRESENTS, that ULTRA PETRC INC., whose address is 609 West Hastings Street, Suite 1100, Vancouver, 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good a... 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
Richard Gerald Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.5%	0.3125%
Beryl Lucille Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.5%	0.3125%
Richard Todd Albertus 6956 Brook Forest Road Evergreen, Colorado 80439	1/4 of 1/2 of 2.5%	0.3125%
Michelle Marie Strobel 270 Choctaw Lyons, Colorado 80540	1/4 of 1/2 of 2.5%	0.3125%
Patricia Granger Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/2 of 1/2 of 2.5%	0.625%
Leah Rachael Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.5%	0.2083333%
Marcus Garrett Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.5%	0.2083333%
Alexander Drake Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.5%	0.2083334%

BEING in all a total of an undivided 2.5% overriding royalty on all of the oil, gas and other hydrocarbons substances that may be produced, saved and marketed from the lease 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 14th day of January, 1997.

260416

RECORDED January 17 19 97 9:50 A
BOOK 194 O+G PAGE 192
FEE $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Buxton

ULTRA PETROLEUM (USA) INC.

By: Marc A. Bruner
Marc A. Bruner
Director

ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DENVER

BE IT KNOWN, that on this 14th day of January, 1997, before me, the undersigned authority, personally came and appeared MARC A. BRUNER appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Daniel G. Blessing
NOTARY PUBLIC

My Commission Expires

6/2/99

DANIEL G. BLESSING NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE 14th DAY OF JANUARY, 1997.

Lease No.	Lessor	Lease Description
WYW-118155	Onager Enterprises assigned to CNG Producing Co.	T29N-R108W Section 21: All Section 23: All, less and except SW/4 Section 24: All

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that ULTRA PETROLEUM (USA) INC., whose address is 609 West Hastings Street, Suite 1100, Vancouver, B. C. V6B 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

		Percent
Richard Gerald Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 1/2 of 1%	0.0625%
Beryl Lucille Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 1/2 of 1%	0.0625%
Richard Todd Albertus 6956 Brook Forest Road Evergreen, Colorado 80439	1/4 of 1/2 of 1/2 of 1%	0.0625%
Michelle Marie Strobel 270 Choctaw Lyons, Colorado 80540	1/4 of 1/2 of 1/2 of 1%	0.0625%
Patricia Granger Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/2 of 1/2 of 1/2 of 1%	0.125%
Leah Rachael Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 1/2 of 1%	0.0416667%
Marcus Garrett Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 1/2 of 1%	0.0416667%
Alexander Drake Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 1/2 of 1%	0.0416666%

BEING in all a total of an undivided 1/2 of 1% (0.5%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lease situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

AS PER that certain Farmout Agreement dated July 19, 1996 by and between CNG Producing Company, as Farmor and Ultra Petroleum (USA) Inc., as Farmee, upon payout of the earning well for said farmout CNG may elect to convert its 2.5% retained overriding royalty interest to a 25% working interest in the lease described on Exhibit "A" attached hereto and made a part hereof. In the event CNG elects to convert it's overriding royalty interest to a working interest the overriding royalty interest for each of the parties listed above shall increase in the proportion of their ownership to a total of 2.5%, upon CNG's election to make this conversion to a working interest.

260417

RECORDED January 17 1997 9:50AM
BOOK 104 0+6 PAGE 195
$10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
195 By Cathy Easton

WITNESS our hands on this 11th day of January, 1997.

ULTRA PETROLEUM (USA) INC.

By: _____
Marc A. Bruner
Director

ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DENVER

BE IT KNOWN, that on this 14th day of January, 1997, before me, the undersigned authority, personally came and appeared MARC A. BRUNER appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

6/2/99

_____
NOTARY PUBLIC

DANIEL G. BLESSING NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE 14th DAY OF JANUARY, 1997.

Lease No.	Lessor	Lease Description
WYW-118155	Onager Enterprises assigned to CNG Producing Co.	T29N-R108W Section 23: SW/4

197

192 A

260420

RECORDED January 17 1997 10:30 A.M.
IN BOOK 104 OR6 PAGE 192
FEES $24.00 M. L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lucton

ASSIGNMENT AND CONVEYANCE
(Wyoming)

KNOW ALL MEN BY THESE PRESENTS:

THAT KERR-McGEE CORPORATION, a Delaware corporation, whose address is Kerr-McGee Center, 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102, hereinafter called "Grantor", *as part of a corporate reorganization with no cash consideration being provided for or paid*, does hereby grant, bargain, sell, convey, quitclaim, transfer and assign unto its wholly owned subsidiary, KERR-McGEE NORTH AMERICAN ONSHORE CORPORATION, an Oklahoma corporation, whose mailing address is P.O. Box 25861, Oklahoma City, Oklahoma 73125, hereinafter called "Grantee," its successors and assigns, all of Grantor's rights, titles and interests in and to the following, insofar as the same relate to the lands described on Exhibit "A" attached hereto, which Exhibit "A" is hereby incorporated herein and made a part hereof for all purposes:

(i) All oil, gas and mineral leases, operating rights, mineral interests, royalty interests, overriding royalty interests, payments out of production and interests in or under unit or pooling agreements (the "Real Property Interests");

(ii) All other contracts, agreements, leases, licenses, permits, rights (including, without limitation, rights in warranty and other choses in action), easements and orders relating to the Real Property Interests (or the lands covered thereby or pooled, unitized, or solely or primarily used or held for use in connection therewith), the operations conducted or to be conducted thereon, or the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto;

(iii) All wells (including, without limitation, disposal, supply or injection wells), personal property, fixtures (including, without limitation, plants, gathering systems, pipelines, compressors and dehydration and other treatment facilities), equipment (including, without limitation, inventory, field trucks and vehicles and supplies), and improvements located on the Real Property Interests, or upon lands pooled, unitized, or solely or primarily used or held for use in connection therewith or with the operation or maintenance thereof, or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, and all original books, files, seismic records and tapes (to the extent Grantor may convey ownership or rights concerning the use of same), other records and information (including, without limitation, all land, geological, geophysical and accounting files and records); and

(iv) All other rights and interests in, to or under or derived from the Real Property Interests, the lands covered thereby or pooled, unitized or solely or primarily used or held for use in connection therewith.

This instrument prepared by
Bill R. Layton
P.O. Box 25861
Oklahoma City, Oklahoma 73125

Assign/NAOS/11/19/96

The Real Property Interests, and all rights, interests and properties described in subparagraphs (ii), (iii) and (iv) above, hereinafter sometimes collectively referred to as the "Interests".

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

I.

Grantee recognizes, and will perform properly and in accordance with applicable law, all obligations to abandon, restore and remediate the Interests, whether arising before or after the Effective Time, in accordance with all requirements under law, including the rules, regulations and requirements of all governmental authorities with jurisdiction, and in accordance with all obligations, express or implied, under any instrument included in the Interests.

II.

Grantor makes no warranty of any type in this Assignment and Conveyance, whether express, statutory or implied. Grantee has inspected and has satisfied itself as to the condition of the Interests. This Assignment and Conveyance is made by Grantor and accepted by Grantee on an "as is, where is" basis. Grantor disclaims all warranties, specifically including any warranty of title either express or implied:

(a) as to the fitness or condition or merchantability of the materials, equipment or facilities conveyed;

(b) as to the physical, operational or environmental condition of the Interests;

(c) as to the oil, gas and other hydrocarbon operations of the Real Property Interests covered by the terms and conditions of any leases or other agreements that are a part of the Interests;

(d) as to the issuance, reissuance or transfer of any permits relating to any of the Interests; or

(e) as to any consent or approval required under any instrument included in the Interests.

Provided, however, Grantor hereby grants unto Grantee, with full rights of substitution in the place of Grantor, all rights of Grantor under or with respect to all prior warranties pertaining to the Interests.

III.

Grantor hereby authorizes any purchaser of production from or attributable to the Interests to purchase such production and pay Grantee for the interests assigned herein in accordance with the provisions of any division orders or transfer orders previously executed by Grantor or its predecessors in interests, without the necessity of the execution of a transfer order by Grantor and Grantee. Grantee, by accepting this instrument, specifically agrees with

such purchaser that it will be bound by the terms and conditions of the division orders or transfer orders heretofore executed by Grantor or its predecessors in interest affecting the Interests.

IV.

It is understood and agreed that with respect to oil and gas leases, and other interests which are included in the Interests, from the United States of America, or from one or more States, or any agency thereof, or from Indian tribes, banks or groups or on lands allotted to Indians in severalty, separate assignments to Grantee on approved forms may be executed by Grantor in a sufficient number of counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although unqualified in form or not specifically containing all of the terms and provisions hereof, shall be deemed to contain all of the terms and provisions hereof as fully to all intents and purposes as though the same were set forth at length in each such separate assignment.

V.

This instrument is being executed in several original counterparts, all of which are identical except that, to facilitate filing and recording, counterparts to be filed and recorded in the appropriate records of each county or parish may have included in Exhibit A only those portions of Exhibit A which pertain to said county or parish. Every counterpart of this instrument shall be deemed to be an original for all purposes, and all such counterparts together shall constitute one and the same instrument. Counterparts of this instrument, with all portions of Exhibit A attached hereto, will be kept at the offices of the Grantee at its address shown above and will be made available upon good cause shown to any person having an interest in the premises. Each counterpart of this instrument containing less than all of the specific descriptions of the Interests in Exhibit A includes the omitted descriptions by reference to counterparts of this instrument containing all of Exhibit A.

Unless the context otherwise clearly indicates, words used in the singular include the plural and the neuter gender includes the masculine and feminine.

IN WITNESS WHEREOF, this instrument is executed this 20th day of December, 1996, but shall be effective as of 7:00 A.M. on September 17, 1996, in the time zone where the applicable Interests are located (the "Effective Time").

ATTEST:

KERR-McGEE CORPORATION

By _____
Don Hager
Assistant Secretary

By _____
Michael G. Webb
Senior Vice President

FORM APPROVED
LAW DEPT.

ATTEST:

KERR-McGEE NORTH AMERICAN ONSHORE CORPORATION

By _____
Don Hager
Assistant Secretary

By _____
R. C. Scharp
Senior Vice President

195A

196A

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on this 20th day of December, 1996 by Michael G. Webb, as Senior Vice President of KERR-McGEE CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Joneta Hatchell
Notary Public

My Commission Expires:
2000

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on this 20th day of December, 1996, by R. C. Scharp, as Senior Vice President of KERR-McGEE NORTH AMERICAN ONSHORE CORPORATION, an Oklahoma corporation, on behalf of said corporation.

Witness my hand and official seal.

Joneta Hatchell
Notary Public

My Commission Expires:
2000

Above acknowledgement form may be used in the following states: Arizona, Colorado, Illinois, Kentucky, Maine, Michigan, Nebraska, North Dakota, Ohio, Texas, Utah (if provide "residing at" line for notary), West Virginia and Wyoming.

EXHIBIT 'A'

Attached To and Made a Part of That Certain Assignment and Conveyance
Dated Effective September 17, 1996
From Kerr-McGee Corporation, Grantor, In Favor of
Kerr-McGee North American Onshore Corporation, Grantee

EXHIBIT 'A-1' Oil, Gas and Mineral Leases
~~EXHIBIT 'A-2' Mineral and Royalty Interests~~ none
~~EXHIBIT 'A-3' Surface Agreements~~ none
~~EXHIBIT 'A-4' Surface~~ none
~~EXHIBIT 'A-5' Easements~~ none

19717

EXHIBIT 'A-1'
LEASES

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND CONVEYANCE
DATED EFFECTIVE SEPTEMBER 17, 1996
FROM KERR-MCGEE CORPORATION, GRANTOR, IN FAVOR OF KERR-MCGEE NORTH AMERICAN ONSHORE CORPORATION, GRANTEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE	
P42310001	1 STATE OF WY #75-93676	LAWRENCE C. HARRIS	110275			400.00 ACRES, MOL, BEING: GOVT LSE 75-93676 TOWNSHIP 37 NORTH, RANGE 110 WEST SEC 14: SW/4 SW/4 SEC 15: SE/4 SE/4 SEC 22: NE/4, E/2 NW/4, NW/4 NW/4 SEC 23: NW/4 NW/4,	SUBLETTE	WYOMING	
P42310002	1 DEPT OF INTERIOR #W-114053	LESLIE F. DUNLAP	120876	B57	P649	TOWNSHIP 37 NORTH, RANGE 110 WEST SECTION 21: N/2 NE/4 SECTION 22: SE/4 SE/4 SECTION 34: SE/4 NE/4, SE/4 SE/4 AMONG OTHER LANDS	SUBLETTE	WYOMING	*
P42960001	1 DEPT OF INTERIOR #W-62803	GARY L. WISE	110178			754.89 AC, MOL, BEING: GOV'T. LEASE NO. W-62803 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 6: LOTS 6, 7, SE/4 NW/4, E/2 SW/4 SEC 7: LOTS 1, 2, 3, 4, E/2 W/2 SEC 18: LOTS 1, 2, 3, 4, E/2 W/2	SUBLETTE	WYOMING	*
P42960001	2 DEPT OF INTERIOR #W-62803	GARY L. WISE	110178			680.25 AC, MOL, BEING: GOV'T. LEASE NO. W-62803 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 6: LOTS 3, 4, & 5 SEC 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4	SUBLETTE	WYOMING	*
P42960003	1 DEPT OF INTERIOR #W-69874	J. T. LYKES, JR.	010180			40.00 ACRES, MOL, BEING: GOVT LSE W-69874 TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH PM SEC 31: SE/4 SE/4,	SUBLETTE	WYOMING	*
P42960004	1 DEPT OF INTERIOR #W-60620	J. T. LYKES, JR.	040176			1459.12 ACRES, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 5: LOT 4 (19.49) SEC 6: LOT 1 (19.64), LOT 2 (19.99), S/2 NE/4, SE/4 SEC 7: E/2 SEC 9: SE/4 SE/4 SEC 17: ALL SEC 18: SE/4	SUBLETTE	WYOMING	*

198

EXHIBIT 'A-1'
LEASES

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND CONVEYANCE
DATED EFFECTIVE SEPTEMBER 17, 1996
FROM KERR-MCGEE CORPORATION, GRANTOR, IN FAVOR OF KERR-MCGEE NORTH AMERICAN ONSHORE CORPORATION, GRANTEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE	
P42960005	1 DEPT OF INTERIOR #W-59398	FRED D. VOLZ	080177			800.00 ACRES, MOL, BEING: GOV'T. LSE. NO. W-59398 TOWNSHIP 29 NORTH, RANGE 114 WEST SECTION 18: NE/4 SECTION 20: ALL,	SUBLETTE	WYOMING	*
P42960006	1 DEPT OF INTERIOR #W-78476	PETER S. KITHAF	040175			320.00 ACRES, MOL, BEING: GOVT LSE W-89487 TOWNSHIP 29 NORTH, RANGE 114 WEST 6TH PM SEC 9: N/2,	SUBLETTE	WYOMING	*
P42960007	1 DEPT OF INTERIOR #W-54161	ESTELLE C. HAEFELE	040176			INSOFAR AS SAID LEASE COVERS TOWNSHIP 29 NORTH, RANGE 114 WEST SECTION 19: E/2	SUBLETTE	WYOMING	*
P42960008	1 STATE OF WY #76-0342	RAINBOW RESOURCES	050276			640.00 ACRES, MOL, BEING: GOVT LSE ST OF WY 76-0342 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 16: ALL	SUBLETTE	WYOMING	*
P42960009	1 DEPT OF INTERIOR #W-60621	PATRICIA R. PFENNING	040176			1,280.00 ACRES, MOL, BEING: GOVT LSE W-60621 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 21: ALL SEC 28: ALL,	SUBLETTE	WYOMING	*
P42960010	1 DEPT OF INTERIOR #W-54162	PATRICIA R. PFENNING	040476			160.00 ACRES, MOL, BEING: GOVT LSE W-54162 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 29: NE/4,	SUBLETTE	WYOMING	*
P42960011	1 DEPT OF INTERIOR #W-49364	JOHN A. YATES	040175			640.00 ACRES, MOL, BEING: GOVT LSE W-49364 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 8: ALL,	SUBLETTE	WYOMING	*

EXHIBIT 'A-1'
LEASES

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND CONVEYANCE
DATED EFFECTIVE SEPTEMBER 17, 1996
FROM KERR-MCGEE CORPORATION, GRANTOR, IN FAVOR OF KERR-MCGEE NORTH AMERICAN ONSHORE CORPORATION, GRANTEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE	
P42960013	1 DEPT OF INTERIOR #W-38887	HOWELL SPEAR	033173			1000.90 ACRES, MOL, BEING: GOVT LSE W-38887 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 4: LOT 4, S/2 NE/4, SW/4 NW/4, S/2 SEC 5: LOTS 1, 2, 3, S/2 N/2, S/2,	SUBLETTE	WYOMING	*
P42960014	1 DEPT OF INTERIOR #W-52404	FLAG REDFERN OIL COMPANY	120175			640.00 ACRES, MOL, BEING: GOVT LSE W-52404 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 12: ALL,	SUBLETTE	WYOMING	*
P42960015	1 DEPT OF INTERIOR #W-36438	DEVERAUX MILBURN, JR.	100172	B64	P168	560.00 ACRES, MOL, BEING: GOVT LSE W-36438 TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 33: S/2, S/2 N/2 SEC 34: W/2 SW/4,	SUBLETTE	WYOMING	*
P42960015	2 DEPT OF INTERIOR #W-36438	DEVERAUX MILBURN, JR.	100172	B64	P168	480.00 ACRES, MOL, BEING: GOVT LSE W-36438 TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 33: N/2 N/2 SEC 34: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4,	SUBLETTE	WYOMING	*
P42960021	1 DEPT OF INTERIOR #W-78475	JOANNE PRITCHETT	060174			720.00 AC, MOL, BEING: GOVT LSE W-78475 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 10: SW/4, NW/4 SE/4, S/2 NE/4, NE/4 SEC 15: N/2 NE/4, SW/4 NE/4,	SUBLETTE	WYOMING	*
P42960021	2 DEPT OF INTERIOR #W-78475	JOANNE PRITCHETT	060174			240.00 ACRES, MOL, BEING: GOVT LSE W-78475 TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 10: NE/4 NE/4 SEC 15: SE/4, SE/4 NE/4,	SUBLETTE	WYOMING	*
P42960022	1 DEPT OF INTERIOR #W-80232	GUS CARRAS	040179			560.00 AC, MOL, BEING:	SUBLETTE	WYOMING	*

EXHIBIT 'A-1'
LEASES

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND CONVEYANCE
DATED EFFECTIVE SEPTEMBER 17, 1996
FROM KERR-MCGEE CORPORATION, GRANTOR, IN FAVOR OF KERR-MCGEE NORTH AMERICAN ONSHORE CORPORATION, GRANTEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE	
[redacted]60022	1 DEPT OF INTERIOR #W-80232	GUS CARRAS	040179			GOVT LSE NO. W-80232 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 14: NE/4, E/2 NW/4, S/2,	SUBLETTE	WYOMING	
P42960026	1 DEPT OF INTERIOR #W-67196	GUS CARRAS	040179			120.00 ACRES, MOL, BEING: GOVT LSE W-67196 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 1: S/2 SE/4, NE/4 NE/4,	SUBLETTE	WYOMING	*
P42960026	2 DEPT OF INTERIOR #W-67196	GUS CARRAS	040179			1640.00 ACRES, MOL, BEING: GOVT LSE W-67196 TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 1: N/2, SW/4, NW/4 SE/4 SEC 2: ALL SEC 11: E/2, E/2 W/2,	SUBLETTE	WYOMING	*
P50240001	1 DEPT OF INTERIOR #W-54466	HARRY K VEAL	050176			ALL SEC. 17 & W/2 SEC.20-28N-111W FROM THE SURFACE DOWN TO THE S.E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17-1 WELL.	SUBLETTE	WYOMING	*
P50240002	1 DEPT OF INTERIOR #W-38071	JOAN CHORNEY	020173			S/2 SEC 21-28N-111W FROM SURFACE TO S.E. OF 12,675 FT.	SUBLETTE	WYOMING	*

[redacted]

201

202

Assignment and Bill of Sale

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF SUBLETTE and LINCOLN §

This ASSIGNMENT AND BILL OF SALE (hereinafter referred to as this "Assignment") dated the 19th day of December, 1996, but effective as of 12:01 a.m., of the 1st day of December, 1996 (the "Effective Time"), is from Amoco Production Company, a Delaware corporation, with an office at 1670 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignor") to Enron Oil & Gas Company, a Delaware corporation, with an office at 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

W I T N E S S E T H:

FOR One Hundred Dollars ($100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS AND ASSIGNS to Assignee the properties (real, personal or mixed) and rights (contractual or otherwise) described below (collectively, the "Properties"):

(a) All of Assignor's right, title and interest (including, without limitation, royalty and overriding royalty interests) in and to or derived from the oil, gas and mineral leases and other interests (including mineral interests) described in Exhibit "A" and all of the oil, gas and other minerals in and under and that may be produced from the lands covered by the oil, gas and mineral leases and other interests described in Exhibit "A," and all of Assignor's right, title and interest in and to all oil and gas wells identified in Exhibit "A" and all other oil and gas wells located on the lands covered by the oil, gas and mineral leases and other interests described in Exhibit "A";

(b) All of Assignor's right, title and interest in, to and under, or derived from, all of the presently 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 official acts of any federal, state or other governmental agency having jurisdiction), to the extent they relate to any of the interests described in Exhibit "A";

260421

RECORDED January 17 1997 11:00 AM
BOOK 104 016 PAGE 202
FEE $ 19.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Sorton

E-i

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(c) All of Assignor's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil sales agreements, casinghead gas sales agreements, gas sales agreements, processing agreements, gathering agreements, transportation agreements, and all other agreements (and other rights and claims against third parties, except to the extent related to indemnities or other obligations of Seller under the Purchase and Sale Agreement referenced in Article IV below to the extent they relate to any of the interests described in Exhibit "A"; and

(d) All of Assignor's right, title and interest in and to all easements, permits, licenses, servitudes and rights of way (including but not limited to those described in Exhibit "A"), and all personal property and improvements including but not limited to, wells (whether producing, plugged and abandoned, shut-in, injection, or water supply wells), tanks, boilers, buildings, fixtures, machinery and other equipment, pipelines, power lines, telephone lines, telegraph lines, roads and other appurtenances), to the extent the same are situated upon, associated with or appurtenant thereto and used or held for future use in connection with the ownership, operation, maintenance and repair of any of the interests described in Exhibit "A".

subject to the following reservations by Seller:

ASSIGNOR EXCEPTS, RESERVES AND RETAINS, unto itself, its successors and assigns, from the Properties only those vehicles, communications and automation equipment, and other properties (real, personal or mixed) and rights (contractual or otherwise) set forth on Exhibit "B" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, its successors and assigns forever, subject to the following terms and conditions:

1. Special Warranty Of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the title to the Properties unto Assignee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the Properties or any part thereof by, through or under Assignor, but not otherwise. Buyer shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor may have against any and all preceding owners or vendors of the Property or any portion thereof, and the right to enforce all rights accruing under statutes of limitation or prescription, except, in the case of subsidiaries (direct and indirect) of Assignor, any such rights and actions of warranty against any such subsidiary shall be only for breaches of warranty by, through or under such subsidiary.

2. **Disclaimer - Representations and Warranties. Assignee acknowledges and agrees that, except for the express warranties and representations contained in this Assignment and Bill of Sale, the Properties are being transferred, assigned and conveyed from Assignor to Assignee "as-is, where-is", and with all faults in their present condition and state of repair, without recourse. Assignor hereby disclaims and negates any and all implied or statutory representations and warranties concerning the Properties, including without limitation, any implied or statutory warranty of quality, condition (including physical condition and environmental condition), compliance with applicable laws, absence of latent defects, safety, state of repair, merchantability, or fitness for a particular purpose.**

3. **Texas Deceptive Trade Practices - Act. Each of Assignor and Assignee certify that they are not "Consumers" within the meaning of the Texas Deceptive Trade Practices Consumer Protection Act, Subchapter E of Chapter 17, Sections 17.41, et seq., of the Texas Business and Commerce Code, as amended (the "DTPA"). The parties covenant, for themselves and on behalf of any successor or assign, that, if the DTPA is applicable, (i) the parties are "business consumers" thereunder each with assets of more than $5,000,000.00, (ii) each party hereby waives and releases all of its rights and remedies thereunder (other than Section 17.555, Texas Business and Commerce Code) as applicable to the other party and its successors, and (iii) each party shall defend and indemnify the other from and against any and all Claims as provided in the Purchase and Sale Agreement referenced in Article IV below, of or by that party or any successors or assigns based in whole or in part on the DTPA, arising out of or in connection with the transaction set forth in this Assignment and Bill of Sale.**

5. Permitted Encumbrances. This Assignment is made subject to the Permitted Encumbrances, as such term is defined in the Purchase and Sale Agreement.

6. Successors and Assigns. The terms, covenants and conditions contained in this Assignment and Bill of Sale 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 part thereof.

7. Purchase and Sale Agreement. This Assignment is expressly made in accordance with and subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT dated the 10th day of December, 1996, by and between Amoco Production Company and Enron Oil & Gas Company ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment and Bill of Sale, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties.

[redacted] [redacted] [redacted]

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

Assignor
AMOCO PRODUCTION COMPANY

By: _____
Name: R.D. Howard
Title: Attorney-in-fact

Assignee
ENRON OIL & GAS COMPANY

By: _____
Name: Andrew C. Morris
Title: Agent and Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by R.D. Howard, Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation.

My commission expires: 7/26/98

_____
Signature

Name: Betty A. Herrold
Notary Public in and for the
State of Colorado

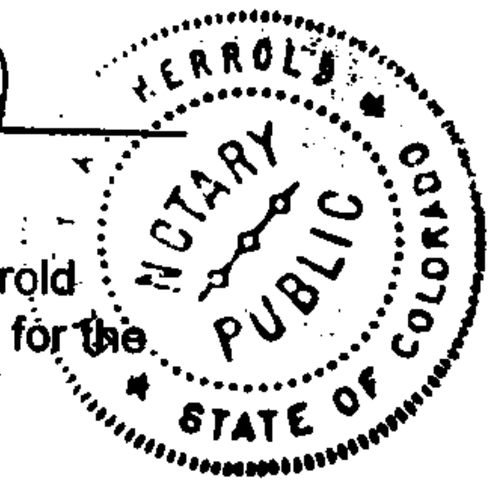
STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by Andrew C. Morris, Agent and Attorney-in-Fact of ENRON OIL & GAS COMPANY, a Delaware corporation, on behalf of such corporation.

My commission expires: 7/26/98

Betty A. Herrold
Signature

Name: Betty A. Herrold
Notary Public in and for the
State of Colorado



[redacted] EXH[redacted]A" [redacted]

[redacted]ed to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
W-0231773 50009-000 Big Piney Shallow Bk 94 Pg 166	Township 28 North, Range 113 West Section 1: S/2NW/4, N/2SW/4 Sublette County, Wyoming
W-0231774 50007-000 Big Piney Shallow Bk 94 Pg 166	Township 28 North, Range 113 West Section 2: S/2NE/4, N/2SE/4 Sublette County, Wyoming
W-024241 50204-000 Big Piney "P" Sand Bk 89 Pg 45	Township 28 North, Range 113 West Section 1: Lot 6, SW/4NE/4, NW/4SE/4 Sublette County, Wyoming
W-10680 50202-000 Big Piney "P" Sand Bk 94 Pg 168	Township 28 North, Range 113 West Section 2: Lot 7 Sublette County, Wyoming
W-67808 58357-000 Bird Canyon Bk 94 Pg 358	Township 27 North, Range 111 West Section 18: E/2SE/4, E/2NE/4 Section 19: E/2NE/4, E/2SE/4 Sublette County, Wyoming
W-58724 58350-000 Bird Canyon Bk 54 Pg 470	Township 27 North, Range 111 West Section 19: SW/4NE/4 Sublette County, Wyoming
W-10679 50163-000 Chimney Buttes Bk 69 Pg 587	Township 28 North, Range 113 West Section 3: S/2SW/4 Sublette County, Wyoming
James I. Sims, et ux (Not an EOG Lease) (Pan American #131501-A) Craven Creek	Township 24 North, Range 114 West Resurvey Tract 43: All (originally NE/4 Section 11) and Resurvey Tract 46A: All (originally SW/4SE/4 Section 2) and Resurvey Tract 45: The most easterly 1/3rd (originally NE/4NW/4 Section 11) Lincoln County, Wyoming

207

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
Arnold A. Larson, et ux (Not an EOG Lease) (Pan American #131501-B) Craven Creek	Township 24 North, Range 114 West Resurvey Tract 43: All (originally NE/4 Section 11) and Resurvey Tract 46A: All (originally SW/4SE/4 Section 2) and Resurvey Tract 45: The most easterly 1/3rd (originally NE/4NW/4 Section 11) Lincoln County, Wyoming
W-05283 50159-000 Chimney Buttes Bk 89 Pg 26	Township 28 North, Range 113 West Section 4: Lots 5, 6, S/2NE/4, N/2SE/4, SE/4SE/4 Sublette County, Wyoming
W-024470 50082-000 McDonald Draw Bk 94 Pg 100	Township 29 North, Range 112 West Section 29: W/2SW/4 Sublette County, Wyoming
W-024355 50078-000 McDonald Draw Bk 94 Pg 411	Township 29 North, Range 112 West Section 32: E/2W/2 Sublette County, Wyoming
W-0231769 50203-000 Big Piney "P" Sand Bk 95 Pg 718	Township 29 North, Range 112 West Section 32: W/2NW/4 Sublette County, Wyoming
W-0125390 50196-000 Big Piney "P" Sand Bk 94 Pg 160	Township 29 North, Range 112 West Section 31: Lots 1, 2, 3, 4 Sublette County, Wyoming
W-10676 50004-000 Big Piney Shallow Bk 94 Pg 73	Township 29 North, Range 113 West Section 13: W/2SW/4 Section 23: W/2W/2 Sublette County, Wyoming
Chrisman, Enger 50003-000 Big Piney Shallow Bk 10 Pg 398	Township 29 North, Range 113 West Section 13: SE/4SW/4 Section 14: N/2NE/4 Sublette County, Wyoming

[redacted] EXH[redacted]"

[redacted]d to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
W-10674 50014-000 Big Piney Shallow Bk 88 Pg 775	Township 29 North, Range 113 West Section 14: E/2SE/4, SE/4NE/4 Section 15: SE/4SE/4 Sublette County, Wyoming
W-021983 50011-000 Big Piney Shallow Bk 89 Pg 561	Township 29 North, Range 113 West Section 14: NW/4NW/4 Sublette County, Wyoming
W-10681 50170-000 Chimney Buttes Bk 31 Pg 206	Township 29 North, Range 113 West Section 22: E/2NE/4, NE/4SE/4 Section 26: NW/4NW/4 Sublette County, Wyoming
W-10682 50171-000 Chimney Buttes Bk 31 Pg 206	Township 29 North, Range 113 West Section 24: NE/4NW/4, SW/4NW/4, SW/4, NW/4SE/4, E/2SE/4, SW/4SE/4, NW/4NW/4, SE/4NW/4 Section 25: NE/4NW/4 Sublette County, Wyoming
W-0189 50199-000 Big Piney "P" Sand Bk 31 Pg 206	Township 29 North, Range 113 West Section 25: N/2NE/4 Sublette County, Wyoming
W-10678 50198-000 Big Piney "P" Sand Bk 31 Pg 213	Township 29 North, Range 113 West Section 25: S/2NE/4, N/2SE/4, SE/4SE/4 Sublette County, Wyoming
W-10677 50162-000 Chimney Buttes Bk 31 Pg 266	Township 29 North, Range 113 West Section 26: SW/4, SW/4NW/4 Sublette County, Wyoming
W-014074 50167-000 Chimney Buttes Bk 89 Pg 96	Township 29 North, Range 113 West Section 35: N/2NW/4, SE/4NW/4 Sublette County, Wyoming
W-10675 50161-000 Chimney Buttes Bk 89 Pg 10	Township 29 North, Range 113 West Section 35: E/2SW/4 Sublette County, Wyoming

210 **EXHIBIT "A"**

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
W-024931-A 50359-000 Big Piney Mesaverde Bk 94 Pg 230	Township 29 North, Range 113 West Section 25: SE/4NW/4 Sublette County, Wyoming
W-0231771 50357-000 Big Piney Mesaverde Bk 31 Pg 213	Township 29 North, Range 113 West Section 25: W/2SW/4 Sublette County, Wyoming
W-01332 50362-000 Big Piney Mesaverde Bk 31 Pg 266	Township 29 North, Range 113 West Section 26: SE/4SE/4 Sublette County, Wyoming
EV-022931 50176-000 E. LaBarge Bk 15 Pg 193	Township 26 North, Range 112 West Section 5: Lots 4, 7, 10, 11, 13, SW/4SE/4 Section 8: Lots 1, 2, 4, 5, 6, 7, 11, W/2NE/4 Lincoln County, Wyoming Township 27 North, Range 112 West Section 29: Lots 2, 3, 4, 5, 8, 9, 10, 11, 12 Sublette County, Wyoming
Mary H. McGinnis 50125-000 Tip Top Bk 2 Pg 101	Township 28 North, Range 113 West Section 27: Resurvey Tract 48 Sublette County, Wyoming
EV-022931-A 50177-000 E. LaBarge Bk 15 Pg 193 (Sublette) Bk 24 Pg 253 (Lincoln)	Township 26 North, Range 112 West Section 5: Lot 1, E/2SE/4, SE/4NE/4 Section 8: E/2NE/4, E/2SE/4 Lincoln County, Wyoming Township 27 North, Range 112 West Section 28: All Section 32: E/2SE/4, SE/4NE/4 Sublette County, Wyoming
WYW-44282 (Not an EOG Lease)	Township 27 North, Range 111 West Section 6: Lots 1, 2, 3, 4, E/2W/2 Section 7: Lots 1, 2, 3, 4, E/2W/2 Sublette County, Wyoming

[redacted] EXHI[redacted]"

[redacted]d to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
WYW-44283 (Not an EOG Lease)	Township 27 North, Range 111 West Section 18: Lots 1, 2, 3, 4, E/2W/2, W/2E/2 Section 19: NW/4NE/4 Sublette County, Wyoming
E-07798-E 50302-000 Green River Bend Bk 30 Pg 22	Township 26 North, Range 113 West Section 10: SE/4 Section 11: Lots 1, 2, 3, 4, W/2E/2, N/2NW/4, SE/4NW/4, SW/4 Section 14: Lots 1, 2, W/2E/2, N/2NW/4, SW/4NW/4 Section 15: N/2N/2 Lincoln County, Wyoming
E-025440 50283-000 Green River Bend Bk 22 Pg 32	Township 27 North, Range 112 West Section 7: NE/4, W/2SE/4 Section 18: S/2NE/4, SE/4 Sublette County, Wyoming
E-025440-A 50284-000 Green River Bend Bk 22 Pg 32	Township 27 North, Range 112 West Section 19: E/2 Sublette County, Wyoming
W-05751 50295-000 Green River Bend Bk 22 Pg 39	Township 27 North, Range 112 West Section 7: Lots 1, 2, 3, 4, E/2W/2 Section 18: Lots 3, 4, E/2SW/4 Sublette County, Wyoming
W-05751-A 50296-000 Green River Bend Bk 22 Pg 39	Township 27 North, Range 112 West Section 19: Lots 1, 2, 3, 4, E/2W/2 Sublette County, Wyoming
W-020123 50276-000 Green River Bend Bk 21 Pg 509	Township 27 North, Range 112 West Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4, SE/4NW/4, E/2SW/4 (All) Section 17: W/2NW/4, SE/4NW/4, SW/4 Section 20: Lot 6, NW/4, N/2SW/4, SW/4SW/4 Sublette County, Wyoming

211

212

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
W-020123-A 50274-000 Green River Bend Bk 21 Pg 509	Township 27 North, Range 112 West Section 4: SW/4SW/4 Section 5: SE/4SE/4 Section 8: E/2SE/4 Section 9: SW/4SW/4 Section 17: SE/4, SW/4NE/4 Section 20: W/2NE/4 Sublette County, Wyoming
W-024793 50279-000 Green River Bend Bk 30 Pg 138	Township 26 North, Range 113 West Section 14: SE/4NW/4, SW/4 Section 22: NE/4NE/4 Section 23: Lot 1, N/2NW/4 Lincoln County, Wyoming
W-025407 50280-000 Green River Bend Bk 15 Pg 334	Township 27 North, Range 112 West Section 30: Lots 3, 4, 7, 8, NE/4NE/4, W/2NE/4, NW/4SE/4, N/2SW/4SE/4, SE/4SW/4SE/4 Sublette County, Wyoming
W-025407-A 50275-000 Green River Bend Bk 15 Pg 334	Township 27 North, Range 112 West Section 31: Lots 1, 2, 5, 6, 7, 8, 11, 12, E/2NW/4NE/4 Sublette County, Wyoming
W-025410 50281-000 Green River Bend Bk 22 Pg 22 (Sublette) Bk 30 Pg 490 (Lincoln)	Township 26 North, Range 113 West Section 2: Lot 1 Lincoln County, Wyoming Township 27 North, Range 112 West Section 30: Lots 1, 2, 5, 6, E/2W/2 Sublette County, Wyoming
W-025410-A 50282-000 Green River Bend Pg 22 Bk 22	Township 27 North, Range 112 West Section 31: Lots 3, 4, 9, W/2SE/4, NW/4NE/4NW/4, S/2SW/4NE/4, NE/4SW/4NE/4 Sublette County, Wyoming
W-049959 50291-000 Green River Bend Bk 23 Pg 512	Township 26 North, Range 112 West Section 6: That portion of the bed of the Green River riparian to Lot 7 Lincoln County, Wyoming

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EXH[redacted]\"

[redacted]ed to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
W-050961 50292-000 Green River Bend Bk 24 Pg 335	Township 26 North, Range 112 West Section 6: That portion of the bed of the Green River riparian to Lot 6 Lincoln County, Wyoming
W-059584 50297-000 Green River Bend Bk 18 Pg 217	Township 27 North, Range 112 West Section 30: That portion of the bed of the Green River that is riparian to Lots 3, 4, 7, 8 Sublette County, Wyoming
W-059584-A 50298-000 Green River Bend Bk 18 Pg 217	Township 27 North, Range 112 West Section 31: That portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 7, 8, 11, 12 Sublette County, Wyoming
State 0-11134 50308-000 Green River Bend Bk 22 Pg 439	Township 26 North, Range 113 West Section 12: All (Resurvey part of Lot 37) except N/2NE/4NE/4, SW/4NE/4NE/4, S/2NW/4NE/4, NE/4NW/4NE/4, NW/4SW/4NE/4, SE/4NE/4NW/4, NE/4SE/4NW/4 Lincoln County, Wyoming
State 0-11135 50304-000 Green River Bend Bk 22 Pg 430	Township 26 North, Range 113 West Section 13: All (Resurvey part of Lot 37) Lincoln County, Wyoming
State 0-11136 50312-000 Green River Bend Bk 22 Pg 436	Township 26 North, Range 113 West Section 24: N/2N/2 (Resurvey Lot 38) Lincoln County, Wyoming
State 0-11137 50305-000 Green River Bend	Township 26 North, Range 113 West Section 24: S/2N/2 (Resurvey Lot 39) Lincoln County, Wyoming
State 0-11141 50306-000 Green River Bend Bk 22 Pg 433	Township 27 North, Range 113 West Section 36: E/2SW/4NE/4, E/2NE/4, S/2SW/4, SE/4 Sublette County, Wyoming

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
Arnold A. and Catherine Larson 50036-000 Willow Creek Bk 5 Pg 361	Township 24 North, Range 114 West Section 2: Lot 16 (39.10 acres), 17 (5.71 acres), Lot 18 (6.48 acres), Section 3: Lots 12 (22.51 acres), 13 (20.35 acres) 14 (17.84 acres), 18 (17.84 acres) Resurvey Tract 48, originally the SW/4SW/4, Section 2; E/2SE/4, SE/4NE/4, Section 3 Resurvey Tract 46B, originally the SE/4SW/4, Section 2 The most westerly 2/3rds of Resurvey Tract 45, originally the NW/4NW/4, Section 11; and the NE/4NE/4, Section 10 The most easterly 1/4 of Resurvey Tract 50, originally the SW/4NE/4, Section 3 The most easterly 80 acre parcel of Resurvey Tract 49, originally the W/2SE/4, Section 3 Lincoln County, Wyoming
EV-022929-A 50175-000 E. LaBarge Bk 15 Pg 206	Township 27 North, Range 112 West Section 33: NW/4 Sublette County, Wyoming
W-20951 50174-000 E. LaBarge Bk 9 Pg 66	Township 26 North, Range 112 West Section 4: Lots 1, 2, 3, 4, S/2N/2, SW/4 Lincoln County, Wyoming
EV-022935 50178-000 E. LaBarge Bk 43 Pg 242	Township 26 North, Range 112 West Section 5: Lots 5, 6 Lincoln County, Wyoming
EV-024549-A 50173-000 E. LaBarge Bk 22 Pg 137	Township 26 North, Range 112 West Section 5: That portion of the Green River riparian to Lots 4, 5, 6, 7, 10, 11; 13 Section 8: That portion of the Green River riparian to Lots 1, 2, 4, 5, 6, 7, 11 Lincoln County, Wyoming
W-039163 50182-000 E. LaBarge Bk 18 Pg 217	Township 27 North, Range 112 West Section 29: That portion of the bed of the Green River riparian to Lots 2, 3, 4, 5, 8, 9, 10, 11, 12 Sublette County, Wyoming

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[redacted]ed to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
Selmer G. Larson, Receiver of the Bank of Paullina, Iowa 50184-001 E. LaBarge Bk 18 Pg 216	Township 26 North, Range 112 West Section 8: Lots 8, 9, 10, SW/4SW/4 and that portion of the Green River riparian to Lots 8, 9, 10 Lincoln County, Wyoming
William J. McGinnis and Mamie McGinnis 50184-002 E. LaBarge Bk 18 Pg 216	Township 26 North, Range 112 West Section 8: Lots 8, 9, 10, SW/4SW/4, and that portion of the Green River riparian to Lots 8, 9, 10 Lincoln County, Wyoming
Kenneth Bartlett, as guardian of the Estate of Victor Bartlett, a minor person 50183-001 E. LaBarge Bk 22 Pg 349	Township 27 North, Range 112 West Section 29: Insofar as lease covers Lots 1 and 6, and that portion of the Green River riparian to Lots 1 and 6 Sublette County, Wyoming
Athol L. Stotts and Nellie Mae Stotts aka Nellie Stotts 50183-002 E. LaBarge Bk 15 Pg 79	Township 27 North, Range 112 West Section 29: Insofar as lease covers Lots 1 and 6, and that portion of the Green River riparian to Lots 1 and 6 Sublette County, Wyoming
Mary Maxine Delaney and William Delaney, et al 50183-003 E. LaBarge Bk 15 Pg 231	Township 27 North, Range 112 West Section 29: Insofar as lease covers Lots 1 and 6, and that portion of the Green River riparian to Lots 1 and 6 Sublette County, Wyoming
Florence Vickrey and Walter Vickrey, et al 50183-004 E. LaBarge Bk 156 Pg 295	Township 27 North, Range 112 West Section 29: Insofar as lease covers Lots 1 and 6, and that portion of the Green River riparian to Lots 1 and 6 Sublette County, Wyoming

2116

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company.

LEASE	DESCRIPTION
Edgar F. Herschler, et ux 50035-000 (Pan American Lease No. 131525) Willow Creek Bk 5 Pg 398	Township 24 North, Range 114 West The West 40 acres of Resurvey Tract 49, The West 3/4th's of Resurvey Tract 50, All of Resurvey Tract 55 Lincoln County, Wyoming
Thomas S. Harrower (Not an EOG Lease) (Pan American Lease No. 131540) Willow Creek	Township 24 North, Range 114 West All Resurvey Tract 38 All Resurvey Tract 40 All Resurvey Tract 41 All Resurvey Tract 42 Township 24 North, Range 113, 114 West That part of Resurvey Lot 37, formerly described as SE/4NE/4 Section 12, Township 24 North, Range 114 West Lincoln County, Wyoming
State of Wyoming 0-8945 50037-000 Willow Creek Pg 5 Bk 382	Township 25 North, Range 114 West All of Resurvey Lot 40, originally described as all of Section 36, Township 25 North, Range 114 West Lincoln County, Wyoming
W-01902 50038-000 Willow Creek Bk 10 Pg 134	Township 24 North, Range 114 West Section 3: Lots 10 and 11 (formerly Lots 5 and 6) Lincoln County, Wyoming
W-20950 50181-000 E. LaBarge Bk 15 Pag 206	Township 27 North, Range 112 West, 6th P.M. Section 33: NE/4, S/2 Sublette County, Wyoming

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company

WELL NAME	LOCATION	AMOCO WI	AMOCO NRI
B 81-24	Township 29 North, Range 113 West Section 24: NW/4NW/4 Sublette County, Wyoming	0%	2% Permanent Override
B 82-24	Township 29 North, Range 113 West Section 24: SE/4NW/4 Sublette County, Wyoming	0%	2% Permanent Override
First Revision of the Mesaverde Formation Participating Area "A" in the East LaBarge Unit Area I Sec. No. 777		1.56%	1.37%
USA Amoco A-K #1	Township 27 North, Range 111 West Section 6: CSW/4 Sublette County, Wyoming	100%	82.50%
USA Amoco A-M #1	Township 27 North, Range 111 West Section 6: CNW/4 Sublette County, Wyoming	100%	82.50%
USA Amoco A-E #1	Township 27 North, Range 111 West Section 7: SW/4NW/4 Sublette County, Wyoming	100%	82.50%
USA Amoco A-I #1	Township 27 North, Range 111 West Section 7: SW/4SW/4 Sublette County, Wyoming	100%	82.50%

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company

WELL NAME	LOCATION	AMOCO WI	AMOCO NRI
USA Amoco A-F #1	Township 27 North, Range 111 West Section 18: SW/4NW/4 Sublette County, Wyoming	100%	82.50%
USA Amoco A-G #1	Township 27 North, Range 111 West Section 18: NW/4SE/4 Sublette County, Wyoming	94.9027% BPO 73.8531% APO	74.77411% BPO 59.85542% APO
USA Amoco A-L #1	Township 27 North, Range 111 West Section 18: SW/4SW/4 Sublette County, Wyoming	100%	82.50%
USA Amoco A-J #1	Township 27 North, Range 111 West Section 18: NW/4NE/4 Sublette County, Wyoming	94.9027% BPO 73.8531% APO	74.77411% BPO 59.85542% APO
USA Amoco A-H #1	Township 27 North, Range 111 West Section 19: NW/4NE/4 Sublette County, Wyoming	94.9027% BPO 61.35310% APO	72.82039% BPO 49.29292% APO
BF12 NW24	Township 29 North, Range 113 West Section 24: SW/4NW/4 Sublette County, Wyoming	0% BPO 18.38% APO	3.4125% ORRI BPO 15.526875% APO
BF43 SW14	Township 29 North, Range 113 West Section 14: NE/4SE/4 Sublette County, Wyoming	0% BPO 18.375% APO	1.8375% ORRI BPO 14.975625% APO

80

818

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company

WELL NAME	LOCATION	AMOCO WI	AMOCO NRI
MP 24-14	Township 29 North, Range 113 West Section 14: NW/4NE/4 Sublette County, Wyoming	0% (300% NC) BPO 18.375% APO (300% NC)	0% (300% NC) BPO 13.78125% APO (300% NC)
Sweet "P" 2-2	Township 28 North, Range 113 West Section 2: NW/4SE/4 Sublette County, Wyoming	0% (200% NC) BPO 26.25% APO (200% NC)	0% (200% NC) BPO 22.18125% APO (200% NC)
Habanero 1-3	Township 28 North, Range 113 West Section 3: SE/4SW/4 Sublette County, Wyoming	0% (200% NC) BPO 52.50% APO (200% NC)	0% (200% NC) BPO 44.3625% APO (200% NC)
GRB T201-7	Township 27 North, Range 112 West Section 7: NE/4SW/4 Sublette County, Wyoming	0% (200% NC) BPO 20% APO (200% NC)	0% (200% NC) BPO 16.90% APO (200% NC)
Twenty-sixth Revision of the Frontier Formation B Participating Area in the Tip Top Unit I-Sec. No. 557		0.00%	0.152% ORRI
First Revision of the Wasatch-Fort Union Formation Participating Area in the Craven Creek Unit 14-08-0001-13749		0%	Proportionate 25% Net Profits Interest

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated December 19, 1996, by and between Enron Oil & Gas Company and Amoco Production Company

WELL NAME	LOCATION	AMOCO WI	AMOCO NRI
Third Revision of the Mesaverde-Hilliard Formation Participating Area in the Craven Creek Unit 14-08-0001-13749		0%	Proportionate 25% Net Profits Interest
Initial Fort Union Participating Area in the Willow Creek Unit No. 14-08-001-3502		0%	Proportionate 25% Net Profits Interest

820

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ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CONTEX ENERGY COMPANY, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by ENRON OIL & GAS COMPANY of 1625 Broadway, Suite 1300, Denver, CO 80202, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said ENRON OIL & GAS COMPANY, hereinafter called "Assignee", its successors and assigns, the Oil and Gas Leases, described in EXHIBIT "A" attached hereto and made a part hereof, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said leases cover the lands identified and described therein situated in Sublette County, Wyoming.

Reference is hereby made to said leases, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said leases, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said leases.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 9th day of January, 1997.

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

260422

RECORDED January 17 1997 11:00 AM
IN BOOK 104 PAGE 221
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 9th day of January, 1997.

My Commission Expires: 11/17/98

NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Mara L. Baber
Address: 4045 S. Kirk Ct.
Aurora, CO 80013

Attached to and made a part of Assignment of Oil & Gas Leases from Contex Energy Company to Enron Oil & Gas Company.

EXHIBIT "A"

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
7/20/94	Rock Springs National Bk, Successor Trustee of the Fear Family Trust	Contex Energy Company	28N-112W, 6th P.M. Sec 1: Lots 14-16 and bed of Green River Riparian to Lots 14-16 12: Lots 1-3, 6-10, 13 & 14, and bed of Green River Riparian to Lots 1-3, 6-8, 10 & 13 13: Lots 1, 2, 5, 8, 9 & 12, SWSE, and bed of Green River Riparian to Lots 2, 5, 8, 9 & 12 24: Lots 1-3, and bed of Green River Riparian to Lots 2 & 3	706.30	OGBk 98, Pg 289
7/28/94	Victor S. McGinnis, et ux	Contex Energy Company	28N-112W, 6th P.M. Sec 11: S2SW 14: NENW, W2NW 15: N2N2 16: W2NW	440.00	OGBk 98, Pg 301
7/20/94	Irene Pavlisin Thomas	Contex Energy Company	28N-112W, 6th P.M. Sec 11: SWSW 14: W2NW 15: N2N2	280.00	OGBk 98, Pg 335
8/18/94	Flora Mae Bertagnolli	Contex Energy Company	28N-112W, 6th P.M. Sec 11: SWSE 12: SWSW 13: Lot 3, W2NW 14: N2NE, SENE	316.64	OGBk 98, Pg 362
8/18/94	Paul I. Bertagnolli, et ux	Contex Energy Company	28N-112W, 6th P.M. Sec 11: SWSE 12: SWSW 13: Lot 3, W2NW 14: N2NE, SENE	316.64	OGBk 98, Pg 360
8/15/94	Miriam Jenkins Bailey	Contex Energy Company	28N-112W, 6th P.M. Sec 11: SWSE 12: SWSW 13: Lot 3, W2NW 14: N2NE, SENE	316.64	OGBk 99, Pg 135
7/26/94	Kathryn C. Catalano	Contex Energy Company	28N-112W, 6th P.M. Sec 23: Lots 6, 10 & 11, and bed of Green River Riparian to Lots 6, 10 & 11 26: Lots 2, 3, 4 & 10; NENW, W2NW, NWSW, and bed of Green River Riparian to Lots 2, 3, 4 & 10	362.71	OGBk 98, Pg 338

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OGL Date	Lessor [redacted]	Lessee [redacted]	Description	Gross Ac [redacted]	Recording
7/26/94	Marie Graves	Contex Energy Company	28N-112W, 6th P.M. Sec 23: Lots 6, 10 & 11, and bed of Green River Riparian to Lots 6, 10 & 11 26: Lots 2, 3, 4 & 10, NENW, W2NW, NWSW, and bed of Green River Riparian to Lots 2, 3, 4 & 10	362.71	OGBk 98, Pg 341
11/11/94	Robert M. Miller, Jr., Personal Rep of Est of Mildred M. Miller, dec'd	Contex Energy Company	29N-111W, 6th P.M. Sec 6: L 6, 7, E2SW, SE less tract 7: L 1-4, E2W2, NE 29N-112W, 6th P.M, Sec 1: L 2-4, SWNE, S2NW, S2 2: L 1, SENE, E2SE 3: L 3, 4, S2NW 4: L 1-4, S2N2 5: L 1, SENE 9: 6.159 ac in SESE 12: E2NE 30N-112W, 6th P.M. Sec 32: SESE 33: S2 34: SW & .931 ac in SENE 35: NWNE, E2SE, N2NW and that pt S2NW & SWNE lying N of centerline of Big Piney-West Rd 36: SW, SWSE, NWSE less 2.466 ac	3,092.954	OGBk 100,Pg 142
7/20/94	Rock Springs National Bk, Successor Trustee of the Fear Family Trust	Contex Energy Company	29N-111W, 6th P.M. Sec 7: SE 17: NW, N2SW 18: Lots 1, 2, NE, E2NW, N2SE	799.36	OGBk 98, Pg 293
7/21/94	Robert M. Miller, Jr., et ux	Contex Energy Company	29N-112W, 6th P.M. Sec 2: L 2-4, SWNE, S2NW, W2SE, SW 3: L 1, 2, SENE, S2 4: L 2-4, SWNE, S2NW, S2 5: L 1, SENE, E2SE, SWSE 7: S2NE, SESW, SE 8: W2NW, SW, E2 9: N2, W2SW, NESW, N2SE, SESE less 6.159 ac 10: N2NE, N2SW, NW 11: NWNE, N2NW 17: NWNW 18: N2NE, SWNE 30N-112W, 6th P.M. Sec 32: SESE 33: S2 34: SE, SWNE, SENE less .931 ac 35: SW, W2SE, and that pt S2NW & SWNE lying S of centerline of Big Horn-West Rd	4,605.56	OGBk 98, Pg 432

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
7/21/94	Patricia M. Roberts, et vir	Contex Energy Company	29N-112W, 6th P.M. Sec 4: L 2-4, SWNE, S2NW, W2SW 5: L 1, SENE, E2SE, SWSE 7: S2NE, SESW, SE 8: W2NW, SW, E2 9: W2W2 17: NWNW 18: N2NE, SWNE 30N-112W, 6th P.M. Sec 32: SESE 33: S2	2,019.65	OGBk 99, Pg 494
7/21/94	Matthew Daniel Miller, et ux	Contex Energy Company	29N-112W, 6th P.M. Sec 4: L 2-4, SWNE, S2NW, W2SW 5: L 1, SENE, E2SE, SWSE 7: S2NE, SESW, SE 8: W2NW, SW, E2 9: W2W2 17: NWNW 18: N2NE, SWNE 30N-112W, 6th P.M. Sec 32: SESE 33: S2	2,019.65	OGBk 99, Pg 499
7/21/94	Kathleen Anne Miller	Contex Energy Company	29N-112W, 6th P.M. Sec 4: L 2-4, SWNE, S2NW, W2SW 5: L 1, SENE, E2SE, SWSE 7: S2NE, SESW, SE 8: W2NW, SW, E2 9: W2W2 17: NWNW 18: N2NE, SWNE 30N-112W, 6th P.M. Sec 32: SESE 33: S2	2,019.65	OGBk 99, Pg 673
7/21/94	Priscilla Kysar	Contex Energy Company	29N-112W, 6th P.M. Sec 4: W2SW 5: E2SE, SWSE 7: S2NE, SESW, SE 8: W2NW, SW, E2 9: W2W2 17: NWNW 18: N2NE, SWNE	1,360.00	OGBk 99, Pg 504
10/18/94	Paul Logan Homer, et ux	Contex Energy Company	29N-112W, 6th P.M. Sec 5: Lots 2-4, SWNE, S2NW, SW, NWSE 6: Lots 1-4, 6, 7, E2SW, NESE, S2SE 8: E2NW 29N-113W, 6th P.M. Sec 1: SENE, SE 30N-112W, 6th P.M. Sec 32: S2SW	1,146.18	OGBk 99, Pg 680

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OGL Date	Lessor [redacted]	Lessee [redacted]	Description	Gross Ac	Recording [redacted]
10/13/94	Mary Jane Christy	Contex Energy Company	29N-112W, 6th P.M. Sec 5: Lots 2-4, SWNE, S2NW, SW, NWSE 6: Lots 1-4, 6, 7, E2SW, NESE, S2SE 8: E2NW 29N-113W, 6th P.M. Sec 1: SENE, SE 30N-112W, 6th P.M. Sec 32: S2SW	1,146.18	OGBk 99, Pg 683
10/18/94	Kimberly S. Christy, et ux	Contex Energy Company	29N-112W, 6th P.M. Sec 5: Lots 2-4, SWNE, S2NW, SW, NWSE 6: Lots 1-4, 6, 7, E2SW, NESE, S2SE 8: E2NW 29N-113W, 6th P.M. Sec 1: SENE, SE 30N-112W, 6th P.M. Sec 32: S2SW	1,146.18	OGBk 99, Pg 686
10/18/94	Cathleen C. Thomas, et vir	Contex Energy Company	29N-112W, 6th P.M. Sec 5: Lots 2-4, SWNE, S2NW, SW, NWSE 6: Lots 1-4, 6, 7, E2SW, NESE, S2SE 8: E2NW 29N-113W, 6th P.M. Sec 1: SENE, SE 30N-112W, 6th P.M. Sec 32: S2SW	1,146.18	OGBk 99, Pg 689
10/25/94	Beverly Homer	Contex Energy Company	29N-112W, 6th P.M. Sec 7: Lots 1-4, N2NE, E2NW, NESW 29N-113W, 6th P.M. Sec 12: NE, E2NW, NESW, N2SE	612.72	OGBk 99, Pg 692
7/14/94	Billy K. McAdams, et ux	Contex Energy Company	29N-112W, 6th P.M. Sec 10: Pt S2NE, N2SE & NENWSESE as described in lease	96.45	OGBk 99, Pg 137
11/7/94	Thomas A. Gilbertson	Contex Energy Company	29N-112W, 6th P.M. Sec 10: Pt S2NE & N2SE as described in lease	57.60	OGBk 100, Pg 380
7/20/94	Rock Springs National Bk, Successor Trustee of the Fear Family Trust	Contex Energy Company	29N-112W, 6th P.M. Sec 11: E2NE, SWNE, SENW, NESW, N2SE 12: W2NE, NW, N2S2, SESE 13: E2NE	800.00	OGBk 98, Pg 297

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
8/1/94	Ruth F. Budd, indiv & Trustee of Helen D. Tanner, et al, Mineral Trust dated 5/23/73, amended 12/10/80	Contex Energy Company	30N-112W, 6th P.M. Sec 2: Lots 3, 4, S2NW, S2 3: Lot 1 31N-112W, 6th P.M. Sec 21: SWSW 27: SWNW, SW 28: SENE, N2NW, SWNW 34: W2NE, SENE, E2NW, E2SE, NWSE 35: SW 31N-113W, 6th P.M. Sec 11: SESE 13: SWNE, N2NW, SENW, N2SE 14: NENE	1,716.06	OGBk 98, Pg 344 Corr of Desc OGBk 100, Pg 14 OGBk 100,Pg200
12/10/94	Alsade Minerals Limited Partnership	Contex Energy Company	30N-112W, 6th P.M. Sec 4: SW 5: NESE, S2SE 8: NENE 22: SENW, NESW, S2S2 27: N2NE 31N-112W, 6th P.M. Sec 32: a 10.00 ac tract in SE desc by metes & bounds	650.00	OGBk 100, Pg 202
12/10/94	Alsade Minerals Limited Partnership	Contex Energy Company	30N-112W, 6th P.M. Sec 4: W2SE 5: L 3, 4, S2NW, N2SW, SESW, NWSE, SWNE less 6.00 acres 6: L 1, 2, 6, NESW, NWSE, S2NE 8: N2NW 9: NW, W2NE, NENE 23: NE less 2.00 acres 31N-112W, 6th P.M. Sec 32: SWSW 31N-113W, 6th P.M. Sec 27: SWNW, SW, S2SE 34: NW, N2NE	1,767.57	OGBk 100, Pg 206
12/10/94	Gordon M. Mickelson, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 5: SWSW 6: L 7, SESW, S2SE 7: L 1, NENW, NENE 30N-113W, 6th P.M. Sec 1: S2N2, N2S2, SESW, S2SE 2: L 1 12: NENE 31N-113W, 6th P.M. Sec 34: NESE, S2NE 35: NWSW, SESW, S2SE	1,071.38	OGBk 100, Pg 218
12/10/94	Clifford R. Daniels, Trustee of the Clifford R. Daniels Revocable Trust dated 1/21/93	Contex Energy Company	30N-112W, 6th P.M. Sec 5: L 2; metes and bounds tract in SWNE 6: L 3, 4, 5, SENW 31N-112W, 6th P.M. Sec 31: L 1, 2, 3, 4, SE, S2NE, E2W2 32: NWSW, SESW, SWSE 30N-113W, 6th P.M. Sec 1: L 1, 2	815.51	OGBk 100, Pg 210

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
12/10/94	Leola J. Sherman, aka Jeneva Sherman	Contex Energy Company	30N-112W, 6th P.M. Sec 5: L 2; metes and bounds tract in SWNE 31N-112W, 6th P.M. Sec 32: SESW, SWSE	126.09	OGBk 100, Pg 214
12/10/94	Pearl Spencer	Contex Energy Company	30N-112W, 6th P.M. Sec 6: L 3, 4, 5, SENW 31N-112W, 6th P.M. Sec 31: L 1, 2, 3, 4, SESW, S2SE 30N-113W, 6th P.M. Sec 1: L 1, 2, 3, 4 31N-113W, 6th P.M. Sec 26: SESE 36: E2 less 6.523 acres in SENE	802.72	OGBk 100, Pg 272
12/10/94	Thelma L. Budd	Contex Energy Company	30N-112W, 6th P.M. Sec 6: L 3, 4, 5, SENW 31N-112W, 6th P.M. Sec 31: L 1, 2, 3, 4, SE, S2NE, E2W2 Sec 32: NWSW 30N-113W, 6th P.M. Sec 1: L 1, 2 31N-113W, 6th P.M. Sec 36: 6.523 ac tract in SENE	695.95	OGBk 100, Pg 222
12/10/94	Circle Cattle Company, a partnership	Contex Energy Company	30N-112W, 6th P.M. Sec 6: NESE	40.00	OGBk 100, Pg 226
12/10/94	Gordon M. Mickelson, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 9: NESE, SENE 10: S2NW, S2 11: SWSW 15: NENW, S2NW, SW, E2	1,120.00	OGBk 100, Pg 231
9/30/94	Alsade Minerals Limited Partnership	Contex Energy Company	30N-112W, 6th P.M. Sec 13: S2 23: S2SW, SE 24: W2E2, W2 25: All 26: E2, E2W2, NWNW	2,200.00	OGBk 100, Pg 9
12/10/94	Gordon M. Mickelson, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 14: NWNW, S2NW, S2 21: NENE 22: N2NW, SWNW, N2SE, NE 23: NW, N2SW, 2.00 ac tract in NW cor of NE	1,082.00	OGBk 100, Pg 235
3/25/94	Jay B. Downs, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 20: E2SE 21: NWNE, S2NE, SE, W2 22: NWSW 28: N2N2, S2NW, S2 29: NENE, S2NE, SE	1,560.00	OGBk 96, Pg 365

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
3/25/94	Gordon M. Mickelson, et al, Individually & as stockholders of Reservoir Ranch Company, Incorporated, a dissovled corporation	Contex Energy Company	30N-112W, 6th P.M. Sec 20: E2SE 21: NWNE, S2NE, SE, W2 22: NWSW 28: N2N2, S2NW, S2 29: NENE, S2NE, SE	1,560.00	OGBk 96, Pg 448
3/23/94 eff 12/12/94	Miriam Jenkins Bailey	Contex Energy Company	30N-112W, 6th P.M. Sec 20: E2SE 21: NWNE, S2NE, SE, W2 22: NWSW 28: N2N2, S2NW, S2	1,280.00	OGBk 96, Pg 371
3/23/94 eff 12/12/94	C. R. O'Neil	Contex Energy Company	30N-112W, 6th P.M. Sec 20: E2SE 21: NWNE, S2NE, SE, W2 22: NWSW 28: N2N2, S2NW, S2	1,280.00	OGBk 96, Pg 368
3/23/94 eff 12/12/94	John Perry Barlow	Contex Energy Company	30N-112W, 6th P.M. Sec 20: E2SE 21: NWNE, S2NE, SE, W2 22: NWSW 28: N2N2, S2NW, S2	1,280.00	OGBk 96, Pg 578
3/23/94	Miriam Jenkins Bailey	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NENE, S2NE, SE	280.00	OGBk 96, Pg 376
3/23/94	C. R. O'Neil	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NENE, S2NE, SE	280.00	OGBk 96, Pg 374
3/23/94	John Perry Barlow	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NENE, S2NE, SE	280.00	OGBk 96, Pg 576
2/8/94	Keith E. McNinch, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NWNE	40.00	OGBk 96, Pg 378
2/8/94	Terry McNinch	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NWNE	40.00	OGBk 96, Pg 572
2/8/94	Cherie Przymus, et vir	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NWNE	40.00	OGBk 96, Pg 574
2/8/94	Jerry McNinch, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NWNE	40.00	OGBk 97, Pg 320
2/8/94	Karen Heeren	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NWNE	40.00	OGBk 97, Pg 389
2/8/94	Kenneth Rost McNinch, et ux	Contex Energy Company	30N-112W, 6th P.M. Sec 29: NWNE	40.00	OGBk 99, Pg 149

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
10/1/86	U. S. Department of the Interior, BLM Federal# WYW-101784	Stephen Klimoski	31N-112W, 6th P.M. Sec 6: SE 17: E2E2, SWNE	360.00	
3/20/95	Richard F. Tanner & Nancy Espenscheid, Indiv. & as Co-Trustees of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dtd 5/23/73, amended 12/10/80	Contex Energy Company	31N-112W, 6th P.M. Sec 18: L 2, 3, 4, SESW, SWSE 19: E2NW, NE 20: NW, SWNE, N2SE, SESE 29: NENE	734.10	OGBk 101, Pg 360
8/1/94	Ruth F. Budd, Indiv. & Trustee of Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80	Contex Energy Company	31N-112W, 6th P.M. Sec 28: SWNE, SENW, N2SE	160.00	OGBk 98, Pg 412
8/1/86	U. S. Department of the Interior, BLM Federal# WYW-100919	Stephen Klimoski	31N-112W, 6th P.M. Sec 31: NWNE 32: N2, N2SE, SESE 33: All	1,120.00	
7/20/94	Gordon M. Mickelson, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2N2, N2SW, NWSE 20: N2NE, SWNE, NWSW, NW 21: W2NE, E2NW, NWNW, E2SE 22: SW 23: N2SW 27: W2NE, E2NW, NWNW, NWSE 28: N2NE	1,440.00	OGBk 98, Pg 282
9/7/94	Frank W. Sears	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 99, Pg 144
9/7/94	Frank E. Sears, Jr. Revocable Trust	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 99, Pg 141
9/14/94	Gaius R. Shaver, et al, Trustees of the Shaver Family 1990 Trust	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 100, Pg 377
9/14/94	Pamela C. Ready	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 100, Pg 374

230

OGL-Date	Lessor	Lessee	Description	Gross Ac	Recording
9/13/94	John N. Chrisman, Trustee of the John N. Chrisman Revocable Trust	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 100, Pg 408
9/14/94	John J. Chrisman, a married man dealing in his sole & separate property	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 101, Pg 422
10/3/94	Penny D. Chrisman, a single woman	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 101, Pg 249
10/3/94	Pamela C. Johnson, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 101, Pg 246
3/29/95	Penny L. Chrisman, Trustee of the Charles G. Chrisman Revocable Trust dated 3/2/92	Contex Energy Company	31N-113W, 6th P.M. Sec 15: S2S2 21: E2NE 22: N2N2, S2NW, SWNE	520.00	OGBk 101, Pg 419
7/20/94	Circle Cattle Company	Contex Energy Company	31N-113W, 6th P.M. Sec 22: SE	160.00	OGBk 98, Pg 286
8/1/94	Ruth F. Budd, et al, indiv & as Trustees of the Joseph L. Budd Testamentary Trust	Contex Energy Company	31N-113W, 6th P.M. Sec 23: N2, S2SW, SE 27: NENE	600.00	OGBk 98, Pg 349
6/30/94	William Robert Tanner, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 23: N2, S2SW, SE 27: NENE	600.00	OGBk 98, Pg 416
6/30/94	Richard Frank Tanner, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 23: N2, S2SW, SE 27: NENE	600.00	OGBk 98, Pg 353
6/30/94	John L. D. Tanner, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 23: N2, S2SW, SE 27: NENE	600.00	OGBk 98, Pg 356
12/29/93	Janice M. Hallman	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 184

OGL Date	Lessor [redacted]	Lessee	[redacted]ription	Gross Ac	[redacted]Recording
12/29/93	Bonnie Du Bois	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 186
12/29/93	Mildred A. Walsh, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 188
12/29/93	Richard E. Mounts, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 225 Corrected OGBk 96, Pg 287
12/29/93	Jane E. Muir	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 227
12/29/93	Phyllis M. Miller, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 231
12/29/93	Jean M. Miller	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 229
12/29/93	Margery J. Moran	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 265
3/14/94	Diocese of Cheyenne	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 451

Date	Lessor	Lessee	Description	Gross Ac	Recording
2/11/94	James Angus, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 96, Pg 655
2/11/94	Margery Wagner	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 97, Pg 322
2/11/94	Patricia Angus McMordie, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 97, Pg 360
2/11/94	Joseph Angus, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 97, Pg 358
2/11/94	Bonnie A. Doubleday, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 98, Pg 280
2/11/94	Monica K. Kirk, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 24: SWSW 25: W2 26: NENE 35: NESE 36: W2	760.00	OGBk 99, Pg 147
1/17/94	Colleen Haviland, fka Colleen Noble	Contex Energy Company	31N-113W, 6th P.M. Sec 25: SWNE, S2SE, NWSE 26: SWNW, W2SW, SESW, SWSE 27: SENE, NESE 35: NW, S2NE, NWNE, NESW, NWSE	800.00	OGBk 96, Pg 288
1/17/94	Robert Charles Noble, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 25: SWNE, S2SE, NWSE 26: SWNW, W2SW, SESW, SWSE 27: SENE, NESE 35: NW, S2NE, NWNE, NESW, NWSE	800.00	OGBk 96, Pg 305

OGL Date	Lessor	Lessee	Description	Gross Ac	Recording
1/17/94	Dorothy A. Noble	Contex Energy Company	31N-113W, 6th P.M. Sec 25: SWNE, S2SE, NWSE 26: SWNW, W2SW, SESW, SWSE 27: SENE, NESE 35: NW, S2NE, NWNE, NESW, NWSE	800.00	OGBk 96, Pg 308
1/17/94	Sally Noble Kidd, et vir	Contex Energy Company	31N-113W, 6th P.M. Sec 25: SWNE, S2SE, NWSE 26: SWNW, W2SW, SESW, SWSE 27: SENE, NESE 35: NW, S2NE, NWNE, NESW, NWSE	800.00	OGBk 96, Pg 302
3/20/95	Ruth F. Budd, Indiv. & as Trustee of the Helen D. Tanner, Joseph L. Budd & Ruth F. Budd Mineral Trust dated 5/23/73, amended 12/10/80	Contex Energy Company	31N-113W, 6th P.M. Sec 26: SWNW, W2SW, SESW, SWSE 27: SENE, NESE 35: NW, S2NE, NWNE, NESW, NWSE	640.00	OGBk 101, Pg 354
2/10/95	William Robert Tanner, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW	360.00	OGBk 100, Pg 630
2/10/95	Richard Frank Tanner, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW	360.00	OGBk 100, Pg 624
2/10/95	John L. D. Tanner, et ux	Contex Energy Company	31N-113W, 6th P.M. Sec 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW	360.00	OGBk 100, Pg 627
3/20/95	Betty Louise Fear & Nancy Espenscheid, Indiv. & as Trustees of the Joseph L. Budd Testamentary Trust	Contex Energy Company	31N-113W, 6th P.M. Sec 26: E2NW, NWNW, W2NE, SENE, N2SE, NESW	360.00	OGBk 101, Pg 357
12/30/94	Josslee Lewis, Ronald Max Jones, Individually, & as AIF for the Lewis Heirs (see Ex A)	Contex Energy Company	31N-113W, 6th P.M. Sec 26: SWNW, W2SW, SESW, SWSE Sec 27: SENE, NESE Sec 35: NW, S2NE, NWNE, NESW, NWSE	640.00	OGBk 101, Pg 415
6/1/93	U. S. Dept of the Interior, BLM Federal #WYW-129267	M. J. Harvey, Jr.	32N-113W, 6th P.M. Sec 33: All 34: W2	1,440.00	

Contex Energy Company also hereby assigns to Enron Oil & Gas Company, all its right, title and interest in and to the following:

Assignment of Preferential Right dated September 1, 1994, from Keith McNinch and Marilyn J. McNinch, Assignors, to Contex Energy Company, Assignee, covering federal right-of-way designated E-024404, recorded in Book 99 OG, Page 678, in the records of Sublette County, Wyoming.

Assignment of Preferential Right dated September 30, 1994, from Jay B. Downs and Rebecca Sue Downs, Assignors, to Contex Energy Company, Assignee, covering federal right-of-way designated WYE-02052, recorded in Book 100 OG, Page 229, in the records of Sublette County, Wyoming.

Sublette, WY

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT **BRISTOL RESOURCES CORPORATION**, an Oklahoma corporation, whose address is 6655 S. Lewis, Suite 200, Tulsa, Oklahoma 74136 (hereinafter "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and set over unto **BRISTOL RESOURCES 1994 ACQUISITION LIMITED PARTNERSHIP**, an Oklahoma limited partnership, whose mailing address is 6655 S. Lewis, Suite 200, Tulsa, Oklahoma 74136 (hereinafter "Assignee"), an undivided seventy-five percent (75%) of Assignor's right, title and interest in and to the oil and gas leases, other interests and lands described on Exhibit "A", attached hereto and made a part hereof, together with a like interest in and to all associated lease and well equipment, facilities, fixtures, personal property and improvements located thereon, appurtenant thereto or used or obtained in connection therewith.

The interest herein assigned is subject to and shall bear its proportionate part of all overriding royalty interests, royalties, easements and all other encumbrances burdening said interest. In addition, this Assignment is made subject to all the terms and conditions of that certain Agreement of Limited Partnership of Bristol Resources 1994 Acquisition Limited Partnership, dated August 15, 1994, and all of the provisions of the oil and gas leases, any purchase and sale or acquisition agreement under which such interests were acquired by Assignor, any other assignments and valid instruments of record, any applicable operating agreements, other related contracts or agreements and all valid orders of governmental authorities pertaining to the assigned interest.

This Assignment is made without warranty of title, express or implied, except by, through and under Assignor's own acts, but to the extent so transferable, with the full right of substitution and subrogation of Assignee in all prior representations, contracts, covenants and warranties given or made by Assignor's predecessors in title in respect to the interest herein assigned.

The provisions hereof and the interests herein assigned shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns forever.

Executed this 20th day of December, 1996, but effective as of October 1, 1996.

BRISTOL RESOURCES CORPORATION

By: _____
John M. Cherry, President

After Recording,
Return To:
J. Fotini Margos
Legal Assistant
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, TX 75201-4761

260514

RECORDED January 28 1997 12:05PM
BOOK 104 O+G PAGE 234
FEE $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The forgoing instrument was acknowledged before me this 20th day of December, 1996, by John M. Cherry as President of Bristol Resources Corporation, an Oklahoma corporation, on behalf of such corporation.

WITNESS my hand and official seal.

_____
Notary Public, State of Oklahoma

[redacted]

Notary Public Oklahoma
OFFICIAL SEAL
LORI L. LIVINGSTON
TULSA COUNTY

EXHIBIT "A"

LEASE # / TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE	
STATE : WY						
COUNT : SUBLETTE						
121033	USA W-54914	RAINBOW RESOURCES, INC	6/1/76	O/G		APACHE FEDERAL #1-23
WY5302 BIRD CANYON 01	Twp / Ar / Ral: 027N SW/4	Rng / Blk: 112W	Sec / Abs / Sec: 0023		BK 54 PG 368	
121034	USA W-61473	RAINBOW RESOURCES, INC	1/1/78	O/G		APACHE FEDERAL #1-23
WY5302 BIRD CANYON 01	Twp / Ar / Ral: 027N S/2 SE/4	Rng / Blk: 112W	Sec / Abs / Sec: 0023			
WY5302 BIRD CANYON 02	Twp / Ar / Ral: 027N SE/4 NW/4, E/2SW/4	Rng / Blk: 112W	Sec / Abs / Sec: 0024			
121035	USA W-58384	R W ROBBINS	4/1/77	O/G		APACHE FEDERAL #1-23
WY5302 BIRD CANYON 01	Twp / Ar / Ral: 027N N/2SE/4	Rng / Blk: 112W	Sec / Abs / Sec: 0023		BK 54 PG 566	
WY5302 BIRD CANYON 02	Twp / Ar / Ral: 027N NE/4	Rng / Blk: 112W	Sec / Abs / Sec: 0023		BK 54 PG 566	
121036	USA W-67178	PHYLLIS HANSON	4/1/79	O/G		HANSON FEDERAL #1-20
WY5302 BIRD CANYON 01	Twp / Ar / Ral: 027N LOTS 3 (40.12), 4 (40.18), S/2NW/4	Rng / Blk: 112W	Sec / Abs / Sec: 0001			
WY5302 BIRD CANYON 02	Twp / Ar / Ral: 027N LOTS 1 (40.02), 4 (40.04), S/2NE/4	Rng / Blk: 112W	Sec / Abs / Sec: 000:			BIRD CANYON FED #1-10

236

After Recording,
Return To:
J. Fotini Margos
Legal Assistant
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, TX 75201-4761

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, effective as of 7:00 a.m. at the location of the Properties on October 1, 1996 ("Effective Time") is between **APACHE CORPORATION**, a Delaware corporation, and **MW PETROLEUM CORPORATION**, a Colorado corporation ("Assignors") with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 and **BRISTOL RESOURCES CORPORATION**, an Oklahoma corporation, ("Assignee") with offices at 6655 South Lewis, Suite 200, Tulsa, Oklahoma 74136.

RECITALS

1. Assignors owns an interest in the oil and gas leases described on **Exhibit "A"** (the "Leases"), together with the oil and gas wells thereon (the "Wells").

2. Assignors own an interest in certain personal property, equipment and fixtures located on or about the Leases and used in connection with operation of the Leases (the "Equipment") The Equipment shall not include any tools, or other equipment temporarily located on the Leases.

3. Assignors' interest in the Leases are benefited and burdened by rights and obligations existing under certain contracts and agreements (the "Contracts"), including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, rights of way, easements, surface agreements, assignments, gas sale contracts and gas processing contracts.

4. Assignors are entitled to receive oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (the "Production") under the terms of the Leases and the Contracts

5. Assignors maintain files, records, data, including geophysical and seismic data and other documentary information regarding the Leases, the Wells, the Equipment, the Contracts, and the Production, (the "Data"). The Data shall not include any confidential information which, if disclosed, would cause Assignors to breach any contract or agreement.

\\Western\WY_Sublette.Ass

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BOOK 104 O+G PAGE 236
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

[redacted] [redacted] [redacted]

The Leases, Wells, Equipment, Contracts, Production and Data are all collectively referred to as the "Properties".

6. Assignors agree to assign all right, title and interest of Assignors in the Properties to Assignee.

ASSIGNMENT

For One Hundred Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, transfer, convey and assign to Assignee, all of Assignors' right, title and interest in and to the Properties, to have and to hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title, either express or implied. This Assignment and Bill of Sale is made and accepted subject to all burdens, encumbrances, contracts and agreements which are of record to the extent that same are in force and effect and affect the Properties. This Assignment and Bill of Sale is made subject to the terms and provisions of that certain Sale Agreement dated November 18, 1996, between Assignors and Assignee.

IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE WELLS, LEASES, EQUIPMENT AND PRODUCTION AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE WELLS, LEASES, EQUIPMENT AND PRODUCTION IN THEIR "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO QUALITY, MERCHANTIBILITY, OR FITNESS FOR ANY USE WHATSOEVER.

ASSIGNEE SHALL (I) ASSUME ALL LIABILITY AND COSTS WITH REGARD TO THE LEASES, EQUIPMENT AND PRODUCTION CONTAINING HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM), NOT BEING IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS OR PERMITS AND THE EXISTENCE OR PRESENCE OF ADVERSE PHYSICAL CONDITIONS, INCLUDING BUT NOT LIMITED TO UNKNOWN OR ABANDONED OIL AND GAS WELLS, WATER WELLS, SUMPS AND PIPELINES THAT MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION; (II) COMPLY WITH ALL LAWS AND GOVERNMENTAL REGULATIONS WITH RESPECT TO ALL OPERATIONS ON THE LEASES, INCLUDING ABANDONMENT OF WELLS, THE COMPLIANCE WITH LAWS OR RULES

REGARDING THE ENVIRONMENT AND REGARDING INACTIVE OR UNPLUGGED WELLS, INCLUDING BONDING REQUIREMENTS, AND SURFACE WORK AS SPECIFIED IN THE LEASES OR APPLICABLE LAW OR REGULATION; AND (III) HEREBY EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD ASSIGNORS AND ITS EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, DEMANDS, LITIGATION COSTS, ATTORNEYS FEES, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING OUT OF, INCIDENT TO, OR IN CONNECTION WITH THE PROPERTIES, INCLUDING PLUGGING REQUIREMENTS AND BONDING REQUIREMENTS, WHETHER EXISTING BEFORE OR AFTER THE EFFECTIVE TIME.

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment and Bill of Sale to be executed on the date of their respective acknowledgments set forth below, to be effective, however as of the Effective Time.

ASSIGNORS:

APACHE CORPORATION

By: Marjorie Lofthouse
Its: Attorney In Fact

ASSIGNEE:

BRISTOL RESOURCES CORPORATION

By: Susan G. Dipley
Its: Attorney-In-Fact

MW PETROLEUM CORPORATION

By: Marjorie Lofthouse
Its: Attorney In Fact

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 19 day of December, 1996, by Susan G. Dipley as Attorney-In-Fact of **BRISTOL RESOURCES CORPORATION**, an Oklahoma corporation, on behalf of said corporation.

WITNESS my hand and official seal.

ELAINE COMETS
Notary Public, State of Texas
My Commission Expires
NOVEMBER 27, 1999

Elaine Comets
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 19 day of December, 1996, by Marjorie Lofthouse as Attorney In Fact of **APACHE CORPORATION**, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

ELAINE COMETS
Notary Public, State of Texas
My Commission Expires
NOVEMBER 27, 1999

Elaine Comets
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 19 day of December, 1996, by Marjorie Lofthouse as Attorney In Fact of **MW PETROLEUM CORPORATION**, a Colorado corporation, on behalf of said corporation.

WITNESS my hand and official seal.

ELAINE COMETS
Notary Public, State of Texas
My Commission Expires
NOVEMBER 27, 1999

Elaine Comets
Notary Public, State of Texas

\Westcott\WY_Sublet.Ass

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[redacted]

EXHIBIT "A"

LEASE # / TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
STATE : WY					
COUNTY : SUBLETTE					
121033	USA W-54914	RAINBOW RESOURCES, INC	6/1/76	O/G	BK 54 PG 368
WY5302 BIRD CANYON					
01	**Twp / Ar / Ral:** 027N SW/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0023		
121034	USA W-61473	RAINBOW RESOURCES, INC	1/1/78	O/G	
WY5302 BIRD CANYON					
01	**Twp / Ar / Ral:** 027N S/2 SE/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0023		
WY5302 BIRD CANYON					
02	**Twp / Ar / Ral:** 027N SE/4 NW/4, E/2SW/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0024		
121035	USA W-58384	R W ROBBINS	4/1/77	O/G	BK 54 PG 566
WY5302 BIRD CANYON					
01	**Twp / Ar / Ral:** 027N N/2SE/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0023		
WY5302 BIRD CANYON					
02	**Twp / Ar / Ral:** 027N NE/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0023		BK 54 PG 566
121036	USA W-67178	PHYLLIS HANSON	4/1/79	O/G	
WY5302 BIRD CANYON					
01	**Twp / Ar / Ral:** 027N LOTS 3 (40.12), 4 (40.18), S/2NW/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0001		
WY5302 BIRD CANYON					
02	**Twp / Ar / Ral:** 027N LOTS 1 (40.02), 2 (40.04), S/2NE/4	**Rng / Blk:** 112W	**Sec / Abs / Sec:** 0001		

240

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

May Brown Jones, heir to the Estate of Inez P, Finnegan, deaceased
290 North Don Lee Drive
St. George, UT 84770

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

260527

RECORDED Jan. 29 1997 8:20a M
IN BOOK 104 046 PAGE 241
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal of 13.75% of all oil produced and saved from the leased premises.

2nd. To pay Lessor 13.75% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x May Brown Jones

May Brown Jones, Heir to the Estate
of Inez P. Finnegan, deaceased
SS#

x _____

STATE OF Utah)
) ss.
COUNTY OF Washington)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Mae Brown Jones, 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 17th day of January, 1997

My commission expires:

April 6, 1998

Notary Public

NOTARY PUBLIC

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\dop\dolar.lse

[redacted] [redacted] [redacted]

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Evelyn Walker, widow
P.O. Box 284
White Sulfur Springs, MT 59645

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.,
Section 8: S½NW¼, NW¼ SE¼, NE¼SW¼

260528

RECORDED Jan. 29 1997 M 8:30a
IN BOOK 104 016 PAGE 243.
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal of 13.75% of all oil produced and saved from the leased premises.

2nd. To pay Lessor 13.75% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Evelyn Walker
Evelyn Walker, a widow
SS# 517-36-2716

x Evelyn Walker
SS# 517-36-2716

STATE OF Montana)
) ss.
COUNTY OF Meagher)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Evelyn Walker, 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 13 day of January, 1997.

My commission expires:

7-27-2000

Wayne M. Babbitt
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

_____
Notary Public

c:\wp51\dop\dolar.lse

[redacted] [redacted] [redacted]

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Kathleen Bardin King, heir to the Estate of Inez P. Finnegan
1651 Milleg Heights
Big Piney, WY 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

260529

RECORDED Jan. 29 1997 8:20 M
IN BOOK 104 Of 6 PAGE 245
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sasko

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal of 13.75% of all oil produced and saved from the leased premises.

2nd. To pay Lessor 13.75% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used. Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Kathleen Bardin King
Kathleen Bardin King, heir
SS# 520-26-8851

X _____
SS#

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Bardin King, 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 ___ day of January, 1997.

My commission expires:
Jan 2. 2000

WENDY S. WEBB - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan 2, 2000

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____
Notary Public

c:\wp51\dop\dolar.lse

[redacted] [redacted] [redacted]

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Clifford R. Daniels, Trustee of Clifford R. Daniels Revocable Living Trust, dated October 21, 1993
910 E. Ft. Pierce Drive
St. George, UT 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:

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

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

260530

RECORDED Jan. 29 1997 8:20a M
IN BOOK 104 PAGE 247
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal of 13.75% of all oil produced and saved from the leased premises.

2nd. To pay Lessor 13.75% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X _____
Clifford R. Daniels, Trustee
SS#

X _____
SS#

STATE OF Utah)
) ss.
COUNTY OF Washington.)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Clifford R. Daniels, 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 15 day of January, 1997.

My commission expires: 9-8-97.

_____
Notary Public

De ANN BETENSON
NOTARY PUBLIC • STATE of UTAH
FIRST SECURITY BANK
[illegible] MALL DR.
[illegible], UT 84770
COMM. EXP. 9-8-97

STATE OF _____)
) ss.
COUNTY OF _____)

NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____
Notary Public

c:\wp51\dop\dolar.lse

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Shannon M. Trivelpiece and Robert Trivelpiece, wife and husband
4295 River Road
Eugene, OR 97404

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

260531

RECORDED Jan. 29 1997 at 8:20 AM
IN BOOK 104 OF PAGE 249
FEES $ 8.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boyton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Ten (10) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land,the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Shannon M. Trivelpiece
Shannon M. Trivelpiece
SS# 549-82-6550

x Robert W. Trivelpiece
Robert Trivelpiece
SS# 572-64-8656

STATE OF Oregon)
) ss.
COUNTY OF Lane)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Shannon M & Robert Trivelpiece, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 day of January, 1997.

My commission expires:
10/03/00

Natalie Hileman
Notary Public

OFFICIAL SEAL
NATALIE HILEMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 056211
MY COMMISSION EXPIRES OCTOBER 3, 2

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____
Notary Public

c:\wp51\dop\dolar.lse

OFFICIAL SEAL
NATALIE HILEMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 056211
MY COMMISSION EXPIRES OCTOBER 3, 2000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, DUAL RESOURCES, INC., 475 17th Street, Suite 980, Denver, Colorado 80202 (hereinafter "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, provisions, conditions and/or limitations set forth herein, and WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, does hereby sell, transfer and assign unto ULTRA PETROLEUM CORP., 609 Hastings Street, Suite 1100, Vancouver, B.C., Canada V6B4W4 (hereinafter "Assignee") all right, title and interest, subject to the reservations hereinafter set out, in and to the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming.

THIS Assignment is made subject to the terms and provisions of any existing contract or obligation affecting the assigned leasehold, whether or not of record in Sublette County, Wyoming, and whether or not specifically referenced herein, and to all applicable laws, rules and regulations, both State and Federal.

ASSIGNOR excepts and reserves an overriding royalty interest in the oil and gas leases described on Exhibit "A" in an amount equal to the difference between the existing royalty burdens of record and 20.00% of all oil, gas, casinghead gas, condensate and other hydrocarbons produced and saved from the oil and gas leases so assigned or any modifications, renewals or extensions thereof. Said overriding royalty interest herein reserved shall be free of all development, production, marketing and operating costs and expenses, including transportation and gathering fees, however, said interests shall bear and pay currently its proportion of the gross production taxes, pipeline taxes, ad valorem taxes and all other taxes assessed against the gross production attributable to said overriding royalty interest.

ASSIGNEE agrees to protect, indemnify and hold Assignor free and harmless from and against any and all claims, liens, demands and causes of action of every kind and character (including the amounts of judgments. penalties, interest, court costs, and legal fees incurred by Assignor in the defense of same) arising in favor of any person, entity or governmental agency, or other third parties (including employees of either party), on account of fines, penalties, forfeitures, taxes, claims, debts, personal injuries, death, or damage to property, and without limitation by enumeration, all other claims, demands and causes of action of any kind and every character caused by, occurring from or incidental to Assignee's use and occupancy of these premises.

TO HAVE AND TO HOLD the herein described premises, together with the proportionate part of the rights and appurtenances thereto in anywise belonging unto said Assignee, its successors and assigns, subject to all of the terms, conditions, limitations and covenants of the aforesaid oil and gas leases, and Assignee, by acceptance of this Assignment, agrees to be bound by and fulfill proportionately as to its interests the terms and provisions thereof.

ASSIGNEE agrees to give written notice to Assignor (60) sixty days prior to the anniversary date in the event Assignee elects not to pay any delay rentals on any leases referenced herein. Assignor will have (30) thirty days in which to notify Assignee of its election to take reassignment of any lease contained herein, free and clear of any additional burdens.

260543

RECORDED January 29 1997 11:10 am
IN BOOK 104 046 251
FEES $ 14.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

251

ASSIGNEE joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument.

THIS instrument shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns and assigns and subject to that certain letter agreement dated November 8, 1996, by and between Ultr- Petroleum Corp. and Energy Investments, Inc..

IN WITNESS WHEREOF, this instrument is executed this 8th day of January, 1997.

ASSIGNOR

DUAL RESOURCES, INC.

Mark S. Wallace

MARK S. WALLACE
PRESIDENT

ASSIGNEE

ULTRA PETROLEUM CORP.

By: [signature]

Its: DIRECTOR

STATE OF COLORADO }
CITY & }
COUNTY OF DENVER }

This foregoing instrument was acknowledged before me by Mark S. Wallace, President of Dual Resources, Inc., a Colorado corporation, on behalf of said corporation on the 8th day of January, 1997.

Witness my hand and official seal.

CHARLENE GREENE NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires:

4/25/98

STATE OF Colorado }
}
COUNTY OF Denver }

This foregoing instrument was acknowledged before me by Marc Bruner as Director of Ultra Petroleum Corp. a Colorado corporation, on behalf of said corporation on the 10th day of January, 1997.

Witness my hand and official seal.

Daniel G. Blessing
Notary Public

My Commission Expires:

6/2/99

DANIEL G. BLESSING NOTARY PUBLIC STATE OF COLORADO

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 8, 1997, by and between Dual Resources, Inc. and Ultra Petroleum Corp.

EXHIBIT A

SUBLETTE COUNTY, WYOMING

LESSOR: The Shriver Family Revocable Trust
LEASE DATE: 8/4/94
RECORDING BOOK/PAGE: Book 99, Page 408
DESCRIPTION:

Township 34 North, Range 109 West of the 6th P.M.
Section 28: NW4/NW4, S2/NW4, NE4/SW4
Section 29: SW4/NW4, SW4

EXCEPTING THEREFROM those parcels or the applicable portion of those parcels conveyed as follows:
Forrest Gordon Cramer and Lelia Jean Cramer, husband and wife by instrument recorded in Book 12 of Deeds, page 439;
Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick, husband and wife by instrument recorded in Book 1[illegible]f Deeds, Page 519;
Kenneth K. Rowe and Elmira A. Rowe, husband and wife by instrument recorded in Book 12 of Deeds, Page 553;
Charles O. Fuller and Alice Ray Fuller, husband and wife by instrument recorded in Book 13 of Deeds, Page 83;
Rulon G. McRae and Nancy D. McRae, husband and wife by instrument recorded in Book 13 of Deeds, Page 445;

Section 30: Lot 1 (38.63), SE4/NE4, and the South 18 acres of the NE4/NE4
Section 32: NW4/NW4

AND that portion of the NE/4 of Section 31 and the SW/4SE/4 of Section 30, Township 34 North, Range 109 West of the 6th P.M., more particularly described as follows:

Beginning at the corner common to Sections 29, 30, 31 and 32, Township 34 North, Range 109 West, and proceeding thence southerly along the east boundary line of Section 31 a distance of 1,580 feet, more or less, to a fence corner; thence proceeding along the fence N. 38° 16' W., 344 feet; thence N. 20° 15' W., 447 feet; thence N. 72° 42' W., 501 feet; thence S. 73° 55' W., 297 feet; thence N. 23° 35' W., 506 feet; thence N. 44° 03' W., 297 feet; thence N. 12° 00' W., 708 feet: thence N. 22° 04' W., 852 feet, more or less, to the north line of the SW4/SE4 of Section 30, T. 34 N.,R. 109 W.; thence proceeding easterly along said north line of the SW4/SE4 of Section 30 a distance of 686 feet, more or less, to the northeast corner of the SW4/SE4 Section 30; thence proceeding southerly along the east line of the SW4/SE4 a distance of 1,320 feet, more or less, to the southeast corner of the SW4/SE4 of Section 30; thence proceeding easterly along the north line of the NE/4 of Section 31, T. 34 N., R. 109 W., a distance of 1,320 feet, more or less, to the point of beginning;

Township 34 North, Range 110 West of the 6th P.M.
Section 24: SE4
Section 25: NW4/NE4

LESSOR: Steele Ranches Partnership
LEASE DATE: 8/4/94
RECORDING BOOK/PAGE: Book 99, Page 404
DESCRIPTION:

Township 34 North, Range 109 West, 6th P.M.
Section 30: Lots 2 and 3, SW4/NE/4, SE4/NW4
Township 34 North, Range 110 West, 6th P.M.
Section 25: NE4/NE4, S2/NE4, SE4/NW4, SW4, W2/SE4, NE4/SE4

[redacted] [redacted] [redacted] to and made a part of that certain Assignment of Oil and Gas Leases dated January 8, 1997, by and between Dual Resources, Inc. and Ultra Petroleum Corp.

LESSOR: Paul C. and Bette Ann Hagenstein
LEASE DATE: 10/3/94
RECORDING BOOK/PAGE: Book 100, Page 576
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 14: W2/SE4, E2/SW4
Section 22: NE4
Section 23: N2, and that part of the E2/SE4 more particularly described as follows:

Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7"x 5"x6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89°59' West 660.00 feet along the south line of said Section 23 to a point; thence North 36°07' West, 1113.1 feet to a point on the west line of the said E/2SE4; thence North 00°04' East, 1765.0 feet along the said west line to the northwest corner of the said E2/SE4: thence south 89°59' East, 1318.7 feet along the north line of the said E2/SE4 to the east one-quarter corner of said Section 23 which is as described on the map for the South Bench Road of record in the Office of the Clerk of Sublette County; thence South 00°06' West, 2663.7 feet along the east line of said Section 23 to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; containing an area of 73.81 acres, more or less; all in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County;

Section 24: SW4

LESSOR: David D. Maytag and Betty a. Maytag
LEASE DATE: 1/23/95
RECORDING BOOK/PAGE: Book 101, Page 187
DESCRIPTION:

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

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

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

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

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

256

STATE OF WYOMING }
}
COUNTY OF SUBLETTE }

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, ENERGY INVESTMENTS, INC., 168 Parkview Ave., Golden, Colorado 80401(hereinafter "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, provisions, conditions and/or limitations set forth herein, and WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, does hereby sell, transfer and assign unto ULTRA PETROLEUM CORP., 609 West Hastings Street, Suite 1100, Vancouver, B.C., Canada, V6B4W4 (hereinafter "Assignee") all right, title and interest, subject to the reservations hereinafter set out, in and to the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, said leases covering lands situated in Sublette County, Wyoming.

THIS Assignment is made subject to the terms and provisions of any existing contract or obligation affecting the assigned leasehold, whether or not of record in Sublette County, Wyoming, and whether or not specifically referenced herein, and to all applicable laws, rules and regulations, both State and Federal.

ASSIGNOR excepts and reserves an overriding royalty interest in the oil and gas leases described on Exhibit "A" in an amount equal to the difference between the existing royalty burdens of record and 20.00% of all oil, gas, casinghead gas, condensate and other hydrocarbons produced and saved from the oil and gas leases so assigned or any modifications, renewals or extensions thereof. Said overriding royalty interest herein reserved shall be free of all development, production, marketing and operating costs and expenses, including transportation and gathering fees, however, said interests shall bear and pay currently its proportion of the gross production taxes, pipeline taxes, ad valorem taxes and all other taxes assessed against the gross production attributable to said overriding royalty interest.

ASSIGNEE agrees to protect, indemnify and hold Assignor free and harmless from and against any and all claims, liens, demands and causes of action of every kind and character (including the amounts of judgments. penalties, interest, court costs, and legal fees incurred by Assignor in the defense of same) arising in favor of any person, entity or governmental agency, or other third parties (including employees of either party), on account of fines, penalties, forfeitures, taxes, claims, debts, personal injuries, death, or damage to property, and without limitation by enumeration, all other claims, demands and causes of action of any kind and every character caused by, occurring from or incidental to Assignee's use and occupancy of these premises.

TO HAVE AND TO HOLD the herein described premises, together with the proportionate part of the rights and appurtenances thereto in anywise belonging unto said Assignee, its successors and assigns, subject to all of the terms, conditions, limitations and covenants of the aforesaid oil and gas leases, and Assignee, by acceptance of this Assignment, agrees to be bound by and fulfill proportionately as to its interests the terms and provisions thereof.

ASSIGNEE agrees to give written notice to Assignor (60) sixty days prior to the anniversary date in the event Assignee elects not to pay any delay rentals on any leases referenced herein. Assignor will have (30) thirty days in which to notify Assignee of its election to take reassignment of any lease contained herein, free and clear of any additional burdens.

260544

RECORDED January 29 1997 11:00 AM
IN BOOK 104 016 PAGE 256
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Beth Foster

ASSIGNEE joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument.

THIS instrument shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns and subject to that certain letter agreement dated November 8, 1996, by and between Ultra Petroleum Corp. and Energy Investments, Inc..

IN WITNESS WHEREOF, this instrument is executed this 8th day of January, 1997.

ASSIGNOR

ENERGY INVESTMENTS, INC.

STEPHEN P. CHAMBERLAIN
PRESIDENT

ASSIGNEE

ULTRA PETROLEUM CORP.

By: _____

Its: DIRECTOR

STATE OF COLORADO }
CITY & }
COUNTY OF DENVER }

This foregoing instrument was acknowledged before me by Stephen P. Chamberlain, President of Energy Investments, Inc., a Colorado corporation, on behalf of said corporation on the 23rd day of January, 1997.

Witness my hand and official seal.

CHARLES B. GREENE NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires:

4-25-98

STATE OF Colorado }
COUNTY OF Denver }

This foregoing instrument was acknowledged before me by Marc Bruner as Director of Ultra Petroleum Corp. a Colorado corporation, on behalf of said corporation on the 10th day of January, 1997.

Witness my hand and official seal.

Daniel G. Blessing
Notary Public

My Commission Expires:

6/2/99

DANIEL G. BLESSING NOTARY PUBLIC STATE OF COLORADO

[redacted]ttached to and made a part of th[redacted]n Assignment of Oil and Gas [redacted]
Leases dated January 8, 1997, by and between Energy Investments, Inc. and Ultra Petroleum Corp.

EXHIBIT A
SUBLETTE COUNTY, WYOMING

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 587
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 26: SW4
Section 35: N2/NW4, NE4, SE4/NW4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 583
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 22: S2

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 595
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 15: SW4
Section 22: NW4
Section 21: E2/NE4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 579
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 27: NE4, E2/NW4, NW4/NW4, N2/SE4

LESSOR: Margaret Mocroft Family Limited Partnership
LEASE DATE: 10/1/94
RECORDING BOOK/PAGE: Book 100, Page 591
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 25: SW4, W2/SE4
Section 26: E2/SE4, SW4/SE4 EXCEPT the following tracts:

That part of the NW4/SE4 of Section 25, Township 33 North, Range 109 West of the Sixth Principle Meridian lying and being situate northeasterly of the centerline of the right of way for Wyoming State Highway 187 as the same appears on the map prepared by the Wyoming Highway Department, Project No. NPH140F, Sheet 7, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming; said tract containing 1.57 acres

A tract of land located in Sublette County, State of Wyoming, in the S2 of Section 25, Township 33 North, Range 109 West of the Sixth Principal Meridian, and more particularly described as follows:
Beginning at a point which is South 86°18'46" East, a distance of 995.76 feet from the quarter section corner common to Sections 25 and 26; thence North 89°04'45" East, a distance of 1084.58 feet; thence South 57°20'00" East, a distance of 1273.81 feet; thence South 32°40'00" West, a distance of 600 feet; thence North 57°20'00" West, a distance of 2177.31 feet to the point of beginning; said tract containing 23.77 acres, more or less

2160

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 8, 1997, by and between Energy Investments, Inc. and Ultra Petroleum Corp.

LESSOR: State of Wyoming 94-00293
LEASE DATE: 6/02/94
RECORDING BOOK/PAGE: Not recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 16: All

LESSOR: State of Wyoming 94-00294
LEASE DATE: 6/02/94
RECORDING BOOK/PAGE: Not recorded
DESCRIPTION:

Township 33 North, Range 109 West, 6th P.M.
Section 36: NW4/NE4, S2/NE4, NW4, S2

LESSOR: United States of America WYW 135123
LEASE DATE: 2/01/95
RECORDING BOOK/PAGE: Not recorded
DESCRIPTION:

Township 32 North, Range 109 West, 6th P.M.
Section 4: Lots 5, 6, 7, 11, 12, 13 & 14
Section 5: Lots 1
Section 10: W2/NE4, W2, SE4
Section 14: W2/NW4, SE4/NW4, SW4, W2/SE4, SE4/SE4
Section 15: E2
Section 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12
Section 19: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12

[redacted] Exhibit A. [redacted]

260545

RECORDED January 29 1997 1:20PM
IN BOOK 104 O & G PAGE 261
FEES $ 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Boris.

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Robert V. Thompson, individual as an heir by entireties of the Estate of deceased Bette M. Thompson
Robert V. Thompson, as Power of Attorney for Frances M. Johnson
P.O. Box 200
Big Piney, WY 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:

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

Township 30 North, Range 114 West, 6th P.M.,
Section 3: NE¼SE¼
Section 10: SE¼SE¼
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼
Section 15: NE¼NE¼, SE¼
Section 22: NE¼NE¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 720.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal of 13.75% of all oil produced and saved from the leased premises.

2nd. To pay Lessor 13.75% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Robert V. Thompson

Robert V. Thompson individually and
by heir entireties for the Estate
of Bette M. Thompson, deceased
SS#

x Robert V. Thompson

Robert V. Thompson, Power of Attorney
for Frances M. Johnson
SS#

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

INDIVIDUAL NOTARY

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st day of January, 1997.

My commission expires:

Jan 2. 2000

ROBERT A. WENZ - NOTARY PUBLIC
County of Sublette Wyoming
My Commission Expires Jan. 2, 2000

Karen J Wenz
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\dop\dolar.lse

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that ULTRA PETROLEUM (USA) INC., whose address is 609 West Hastings Street, Suite 1100, Vancouver, B. C. V6B 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, 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 3rd day of January, 1997.

ULTRA PETROLEUM (USA) INC.

By: _____
R. G. "Jerry" Albertus
Director

260556

STATE OF WYOMING

COUNTY OF NATRONA

RECORDED January 31 1997 11:10AM
IN BOOK 104 ORG PAGE 263
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

BE IT KNOWN, that on this 3rd day of January, 1997, before me, the undersigned authority, personally came and appeared R. G. "JERRY" ALBERTUS appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

1-7-97

_____
NOTARY PUBLIC

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE 31st DAY OF JANUARY, 1997

Lease No.	Lessor	Lease Description
WYW 127194	Liberty Petroleum Corp.	T29N-R108W Sec. 3: Lots 1-4 Sec. 14: S/2SW Sublette County, Wyoming 240.08 Acres

WELLBORE ASSIGNMENT AND BILL OF SALE

THIS AGREEMENT, entered into this 26th day of December, 1996, by and between Enron Oil & Gas Company, a Delaware corporation, whose mailing address is 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter "Assignor") and Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is 1301 McKinney, Houston, Texas 77010 (hereinafter "Assignee").

DOES WITNESS THAT:

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, it is agreed between the parties as follows, to-wit:

1. **Assignment**. Assignor does hereby assign, transfer and convey to Assignee, without warranty express or implied, 42.357935% of Assignor's right, title and interest in and to the gas produced from the existing wellbore of the well listed in Exhibit "A", and 52.78% of Assignor's right, title and interest in and to the oil produced from the existing wellbore of the well listed in Exhibit "A" (which Exhibit "A" is attached hereto and by reference made a part hereof for all purposes), and the property interests listed in Exhibit "A" as limited therein, if any, only insofar as said property pertains to the wellbore interests assigned herein, (hereinafter referred to as the "Assigned Premises"), subject to all of the covenants and conditions hereof. Assignor also conveys to Assignee any easements, rights-of-way or other rights of ingress and egress, permits, licenses and orders appertaining to the Assigned Premises, excepting, reserving and retaining therefrom all other such rights unto Assignor with respect to property not conveyed hereby.

2. **Bill of Sale**. Assignor does hereby convey unto Assignee 42.357935% of Assignor's right, title and interest in and to the well listed in Exhibit "A" attached hereto, (hereinafter referred to as the "Well") and to the personal property, flow lines, surface equipment, or any other equipment associated therewith (hereinafter referred to as the "Personal Property").

Assignee shall not have the right to use the Assigned Premises, Well, or Personal Property to produce oil or gas from above or below the Mesaverde formation.

After the effective date hereof, the Assigned Premises shall be subject to the terms of that certain agreement entitled "Unit Operating Agreement, Big Piney (Mesa Verde) Unit", dated July 1, 1967 (hereinafter "Unit Operating Agreement").

3. **No Warranty or Representation by Assignor**. This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN CONVEYED, EITHER EXPRESS OR IMPLIED, it being expressly agreed by Assignor and Assignee that ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATION WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, OR OF TITLE TO OR CONDITION OF THE ASSIGNED PREMISES AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning the Assigned Premises, Well and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

RECORDED Feb. 7 1997 8:40A
IN BOOK 184 Misc PAGE 265
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

260656

Assignee specifically assumes the risk of description, title, and the condition of the Assigned Premises. Assignee has been given the opportunity to inspect the Assigned Premises prior to the effective date including but not limited to the physical and environmental condition, both surface and subsurface, of the Assigned Premises. Assignee may as a part of its environmental assessment test for the presence of Naturally Occurring Radioactive Materials (hereinafter referred to as "NORM").

4. Reservations. All oil in tanks above the pipeline connections from the Well to the tanks as of 7:00 A.M. on the effective date hereof is not to be part of this agreement, but shall remain the property of Assignor and shall be delivered to the pipeline company for the account of Assignor. All gas produced and the proceeds of gas produced prior to 7:00 A.M. on the effective date hereof shall likewise not be part of this agreement but shall remain the property of Assignor. Assignor also reserves and retains all claims and causes of action Assignor may have, as of the effective date, against the purchaser or purchasers of oil or gas from the properties covered by this Wellbore Assignment and Bill of Sale. This agreement further does not include any equipment or lines of the purchaser or purchasers of oil and gas from the Assigned Premises and does not include any of Assignor's work files at field offices serving the Assigned Premises, or any tools, pulling machines, trucks or other equipment that may be located temporarily on the Assigned Premises, and Assignor shall have the right at any time to remove the same from the Assigned Premises.

Assignor shall invoice Assignee for Assignor's share of ending oil tank inventories, and Assignee shall pay such invoice within 30 days of receipt. Assignor shall value the ending oil inventory, and Assignee agrees to pay such invoices, at the value Assignor would have received if oil had been sold to Assignor's oil purchaser on the effective date of sale.

Assignor shall give Assignee reasonable notice of the final gauging of oil inventories, and Assignee shall have the option to jointly gauge such inventories. Assignee and Assignor shall acknowledge in writing the results of final gauging. Regardless of whether Assignee participates in gauging, the results of Assignor's final gauging shall be binding upon Assignee.

5. Transfers. Assignor will, upon request, execute and deliver transfer orders directing purchasers of production to make payment to Assignee on Assignee's proportionate share of production from the Assigned Premises after 7:00 a.m. on the effective date. Assignor shall make its files and records pertaining to the Assigned Premises available to Assignee for inspection.

6. Taxes and Payables. All credits and payment obligations associated with the Assigned Premises (including but not limited to royalties, lease and other forms of contractual payments [including prepayments] and ad valorem, property, and other forms of taxes) which have been paid by Assignor or which have accrued on or before the effective date, shall be prorated between Assignor and Assignee as of the effective date. Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production from the Assigned Premises which occurs prior to the effective date, and Assignee shall be responsible for its proportionate share of such taxes applicable to oil and gas production from the Assigned Premises which occurs on and after the effective date. Assignee shall be responsible for its proportionate share of all sales, use and similar taxes arising out of the sale of the Assigned Premises. Assignee shall pay to Assignor Assignee's proportionate share of all state and local sales or use taxes applicable to that portion of the Assigned Premises which is tangible personal property, and Assignor shall remit such amount to the appropriate taxing authority in accordance with applicable law. Assignee shall hold harmless and shall indemnify Assignor for any sales or use taxes assessed against Assignor by any taxing authority in respect to the sale of the Assigned Premises, including the amounts of any penalties, interest and attorneys' fee. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes, shall be paid or reimbursed by Assignee. Should this Wellbore

Assignment and Bill of Sale constitute an isolated or occasional sale and not be subject to sales or use tax with any of the taxing authorities having jurisdiction over this transaction, no sales tax will be collected by Assignor from Assignee. Assignor agrees to cooperate with Assignee in demonstrating that the requirements for an isolated or occasional sale or any other sales tax exemption have been met.

Assignor shall retain all rights and obligations regarding outstanding accounts receivable pertaining to the Assigned Premises for periods prior to the effective date. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible.

7. **Condition of Assigned Premises.** Assignee acknowledges that the Assigned Premises have been used for oil and gas drilling and producing operations, transportation operations, related oilfield operations and possibly the storage and disposal of waste materials incidental to or occurring in connection with such operations, and that physical changes in the land may have occurred as a result of such uses and that Assignee has entered into this Agreement on the basis of Assignee's own investigation of the physical condition of the Assigned Premises, including subsurface conditions. Assignee is acquiring the Assigned Premises precisely and only in an "as is and where is" condition and assumes the risk that adverse physical conditions which may not have been revealed by Assignee's investigation are located thereon.

8. **Indemnity**. (a.) Assignor agrees to defend, indemnify and hold Assignee harmless from and against any and all liability, loss, damage, injury and claims, demands and causes of action therefor in any way arising from operations or activities related to the Assigned Premises, Well and Personal Property and the contracts and agreements appertaining thereto (collectively "Claims") prior to the effective date (whether asserted or filed before or after the effective date) based upon any theory of negligence, liability without fault or other, and whether based upon any alleged act or omission of Assignor or any other party.

As to Claims arising after the effective date, Assignor and Assignee agree that the Unit Operating Agreement, Big Piney (Mesa Verde) Unit, dated July 1, 1967, shall govern the relationship between Assignor and Assignee, and that any such Claims shall be borne by Assignor and Assignee pursuant to the provisions of said Unit Operating Agreement.

(b) Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Assignor's interest in the Assigned Premises subject to this Wellbore Assignment and Bill of Sale; and this Wellbore Assignment and Bill of Sale is made expressly subject to all such agreements, leases, easements and other contracts, whether or not the same are herein specifically identified.

9. **Broker's Fees**. Assignor and Assignee warrant that neither has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this agreement for which the other shall have responsibility. All fees, costs, and expenses incurred by Assignor or Assignee relating to this agreement shall be paid by the party incurring same. All recording and transfer fees shall be paid by Assignee.

10. **Effective Date**. This agreement shall be effective as of 7:00 A.M. on the 1st day of December, 1996.

11. This agreement constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

12. Waiver Of Consumer Rights. **ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ASSIGNEE'S OWN SELECTION, ASSIGNEE VOLUNTARARILY CONSENTS TO THIS WAIVER.**

13. Conspicuousness/Express Negligence. **THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES, LIABILITIES OR DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.**

14. Successors and Assigns. The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

EXECUTED the day and year first above written, but effective as of the date shown in Paragraph 10 hereof.

ASSIGNOR:
ENRON OIL & GAS COMPANY

By: _____
Title: Agent and Attorney-in-Fact

ASSIGNEE:
CHEVRON U.S.A. INC.
By: _____
Title: **Attorney-in-Fact**

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared W. M. Sellers, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Chevron U.S.A. Inc., and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Chevron U.S.A. Inc.

Given under my hand and seal of office this 26th day of December, 1996.

CAROL L. HICKS
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-05-2000

Carol L. Hicks

Notary Public

STATE OF COLORADO
COUNTY OF DENVER

Before me, the undersigned authority, on this day personally appeared D. Weaver, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of Enron Oil & Gas Company, and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Enron Oil & Gas Company.

Given under my hand and seal of office this 30 day of December, 1996.

NOTARY PUBLIC BETTY A. HERROLD STATE OF COLORADO

Betty A. Herrold

Betty A. Herrold
Notary Public
My Commission Expires: 7/26/98

270

EXHIBIT "A"

Attached to and made part of that certain Wellbore Assignment And Bill Of Sale dated effective December 1, 1996, between Enron Oil & Gas Company as Assignor and Chevron U.S.A. Inc. as Assignee

Big Piney Mesaverde Unit Area
Sublette County, Wyoming

The existing wellbore of the following well, from the surface of the earth down to the base of the Conglomerate Mesaverde formation, which is the continuous stratigraphic interval from the base of the Tertiary Almy formation to the top of the Cretaceous Hilliard formation:

WELL NAME	DESCRIPTION
B 47 - 35	Township 29 North, Range 113 West Section 35: SE/4 of the SE/4

[redacted] [redacted] [redacted]

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Beulah Louise Riggan, heir to the Estate of Inez P. Finnegan
P.O. Box 1826
Jackson, WY 83001

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

260658

RDED February 7, 1997 9:00 A.M.
BK 104 OR 6
PAGE 271
FEE 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal of 13.75% of all oil produced and saved from the leased premises.

2nd. To pay Lessor 13.75% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 13.75% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Beulah Louise Riggan
Beulah Louise Riggan, heir
SS# 520-30-4722

x 520-30-4722
SS#

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Beulah Louise Riggan, 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 25th day of January, 1997.

[illegible] Expires NOTARY PUBLIC
COUNTY OF TETON — STATE OF WYOMING
My Commission Expires February 12, 1999.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

_____
Notary Public

c:\wp51\dop\dolar.lse

[redacted] [redacted] [redacted]

Ratification of Oil and Gas Lease

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Karl Sorenson, Personal Representative of the Estate of James P. Walker, deceased whose address is P.O. Box 1776, Kalispell, Montana 59903-1776, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby ratify, approve, adopt and confirm that certain Oil and Gas Lease dated January 1, 1997, executed by Evelyn Walker, a widow Lessor to Dolar Oil Properties, L.C. Lessee, covering the following described lands:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

Sublette County, Wyoming

Recorded _____, 1997 in Book _____ at Page _____ of the official records of Sublette County, Utah.

THAT, for the purpose of recognizing and acknowledging the validity of said Oil and Gas Lease, Karl Sorenson, Personal Representative of the Estate of James P. Walker, deceased does further grant lease demise and let the above described lands to Dolar Oil Properties, L.C. in accordance with the terms and provisions of the subject Oil and Gas Lease.

Dated this 24th day of January, 1997.

Karl Sorenson
Karl Sorenson, Personal Representative of the Estate of James P. Walker, deceased

Betty Sorenson
Betty Sorenson, Trustee

Dolar Oil Properties, L. C.

By: [signature]

Title: Managing Member

260659

RECORDED February 7 1997 9:15AM
BOOK 104 O+G PAGE 273
FEE 6.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

INDIVIDUAL NOTARY

STATE OF Montana)
COUNTY OF Flathead) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Karl Sorenson & Betty Sorenson known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th day of Jan., 1997.

My commission expires:

[signature]
Notary Public

CORPORATE NOTARY

STATE OF Utah)
COUNTY OF Salt Lake) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Mark S Dolar known to me to be the person whose name is subscribed to the foregoing instrument as Managing Member of Dolar Oil Properties, L.C., a corporation, 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 21st day of January, 1997.

My commission expires:
10/5/2000

[signature]
Notary Public

Notary Public
MARY K. HECKER
1982 Viscounti Cove
Sandy, Utah 84093
My Commission Expires
October 5, 2000
State of Utah

274

FFC 4-12
Requirement #3

AFFIDAVIT

STATE OF WYOMING)
) §
COUNTY OF SUBLETTE)

Andrew C. Morris, being duly sworn, deposes and says that:

1. He is the Land Manager for Enron Oil & Gas Company.

2. He is familiar with the document listed below which affects lands located in Township 27 North, Range 112 West, Section 12: N/2NW/4 covered under Federal Lease W-64985.

   (a) Order of the Wyoming Oil and Gas Conservation Commission dated November 29, 1996 pursuant to Cause No. 2, Order No. 2, Docket No. 283-96, force pooling the interest of Presidio Exploration, Inc. for the drilling of the Enron Oil & Gas Company operated Figure Four Canyon No. 4-12 well, located in the NW/4 of Section 12, Township 27 North, Range 112 West, Sublette County, Wyoming. The Order force pools Presidio Exploration, Inc.'s interest in the Frontier and Bear River (Muddy) formations.

A copy of this document is attached as an Exhibit to this Affidavit.

3. For purposes of invoking the legal protections of constructive notice of the document listed above and attached hereto under the Wyoming recording act, Affiant has executed this Affidavit which he will cause to be recorded in the records of the Sublette County Recorder, State of Wyoming.

260679
RECORDED February 7 1997 12:40PM
IN BOOK 104 OG PAGE 274
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

ENRON OIL & GAS COMPANY

By: _____
Andrew C. Morris
Land Manager
"Affiant"

Subscribed and sworn to before me this 24th day of January, 1997.

My Commission Expires:
7-26-98

_____
Notary Public, Betty A. Herrold

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of January, 1997, by Andrew C. Morris.

WITNESS my hand and official seal.

My Commission Expires:
7-26-98

_____
Notary Public, Betty A. Herrold

m:cdrive\acm24313.doc

EXHIBIT "A"

BEFORE THE WYOMING OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF A HEARING BROUGHT ON THE APPLICATION OF ENRON OIL & GAS COMPANY FOR AN ORDER FROM THE COMMISSION FORCE POOLING ALL INTEREST IN THE FCC NO.4-12 WELL IN THE FRONTIER AND BEAR RIVER (MUDDY) FORMATION, SECTION 12 TOWNSHIP 27 NORTH, RANGE 112 WEST 6TH P.M. FIGURE FOUR CANYON FIELD AREA, SUBLETTE COUNTY, WYOMING.	CAUSE NO. 2 ORDER NO. 2 DOCKET NO. 283-96

APPEARANCES:

THOMAS F. REESE, ATTORNEY REPRESENTING ENRON OIL & GAS COMPANY

Others in attendance were the following:

ENRON OIL & GAS COMPANY -	TIM HOWER WILL VONDREHLE
BUREAU OF LAND MANAGEMENT -	DAVE CHASE
STATE OF WYOMING -	RICHARD D MARVEL

REPORT OF THE EXAMINER

This cause came on regularly for hearing before Richard D. Marvel, duly appointed hearing examiner of the Wyoming Oil and Gas Conservation Commission at 2:40 P.M. on the 18th day of November 1996 in the Conference Room of the office of the State Oil and Gas Supervisor, 777 West First Street, Casper, Wyoming, after due and legal notice was given as required by law and as required by the Rules and Regulations of the Commission to consider the application of Enron Oil & Gas Company (Enron) for an order from the Commission force pooling all interest in the FCC No. 4-12 well in the Frontier and Bear River (Muddy) Formation's, Figure Four Canyon Field Area, Sublette County, Wyoming.

The examiner considered the documentary evidence offered at the hearing, and after a review of pertinent files in the office of the State Oil and Gas Commission, the examiner makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. Enron is the owner of operating rights and working interest in NW¼ of Section 12, Township 27 North, Range 112 West, 6th P.M.

2. Cause 1 Order 5 Docket 282-96 established one 160 acre

drilling and spacing units for the Frontier and Bear River (Muddy) Formation's, for the lands described above, and the applicant proposes to drill the FFC No. 4-12 well within the Drilling and Spacing Unit.

3. Based on previous geological testimony for this quarter section the Frontier and Bear River (Muddy) Formations underlies all of the lands described in Findings of Fact No. 1.

4. Enron has distributed to the parties a well proposal, and has been unable to obtain voluntary pooling of the parties interest's in this matter, nor have the interest's indicated any interest in participating in the drilling of a well in section 12.

5. Enron seeks to force pool any and all parties that have not agreed to participate in the drilling of the subject well as of the time of this hearing under the provisions of W.S. §30-5-109(f), Listed below

Presidio Exploration, Inc.
5613 DTC Parkway, Ste. 750
Englewood, CO 80111

6. No one appeared at the hearing to offer comments or protest Enron's application.

CONCLUSIONS OF LAW

1. Due and legal notice of time, place, and purpose of this hearing was given in all respects as required by law.

2. The Commission has jurisdiction over this matter and over all parties interested, and has jurisdiction to make and promulgate the order hereinafter set forth.

3. The hearing was conducted in accordance with Rule 513 and 515 of the Wyoming Oil and Gas Conservation Commission and §30-5-105, Wyoming Statutes, 1977, as amended, governing hearings conducted by examiners.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that the interest of Presidio Exploration, Inc who have not agreed to participate in the drilling of this well as of the date of this hearing, are hereby force pooled, in accordance with W.S. §30-5-

109(f) and (g) for the Frontier and Bear River (Muddy) Formations in NW¼ Section 12, Township 27 North, Range 112 West, 6th P.M. Sublette County, Wyoming.

DATED this 29th day of November 1996.

WYOMING OIL AND GAS
CONSERVATION COMMISSION

/S/ James H. Magagna
Mr. James H. Magagna
Acting Chairman - Commissioner

/S/ Richard D. Marvel
Mr. Richard D. Marvel - Examiner

/S/ Gary B. Glass
Mr. Gary B. Glass
Commissioner

/S/ Elmer S. Parson
Mr. Elmer S. Parson
Commissioner

/S/ Robert E. McDougall
Mr. Robert E. McDougall,
Commissioner

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That L. M. Grace, Jr.

P. O. Box 1887, Casper, Wyoming 82602

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 party (parties) in the amounts shown:

NAME	ADDRESS	PERCENTAGE
Fred P. Blume	P. O. Box 504 Cheyenne, Wyoming 82003-0504	One (1%)

260691

RECORDED February 10 1992 10:00 AM
BOOK 104 OR PAGE 278
FEES $6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Being in all a total of an undivided One Per Cent of Eight/Eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from Federal Oil and Gas Lease Wyoming 120908, dated 8/1/90, covering the following described lands situated in Sublette County, State of Wyoming:

Township 29 North, Range 107 West, 6th P. M.

Section 10: S½
Section 15: All
Section 17: All
Section 20: E½
Section 21: All
Section 22: All
Section 23: All
Section 27: All
Section 28: N½

containing 4,800.00 acres, m/l.

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 21st. day of November, 1994.

L. M. Grace, Jr.
Assignor L. M. Grace, Jr.

Assignor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by

L. M. Grace, Jr.

this 21st. day of November, 19 94.

WITNESS my hand and official seal.

My commission expires:

MARILYN C. BURTON-Notary Public
County of Natrona State of Wyoming
[redacted]ssion Expires Oct. 23, 1997

Marilyn C. Burton
Notary Public

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Frank J. Springman
2659 South 8th Street East
Salt Lake City, UT 84107

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

260722

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

RECORDED February 12 1997 8:20a
BOOK 104 Pg 6 279
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Ten (10) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land,the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Frank J. Springman

Frank J. Springman
SS#

x 506-24-3142

SS#

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Springman, 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 9th day of January, 1997.

My commission expires:

Oct. 3, 2000

Notary Public

Notary Public
STEVEN GARY MORRISON
1930 East 2100 South
Salt Lake City, Utah 84106
My Commission Expires
October 3, 2000
State of Utah

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\dop\dolar.lse

Form 3100-11
(April 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-107040

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Yates Petroleum Corporation

Street: 105 South Fourth Street

City, State, Zip Code: Artesia, NM 88210

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

RECEIVED
1987 NOV 16 AM 8:30
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

Lands in offer were not within a known geologic structure on NOV 19 1987

Gene C. Durrin
District Manager
Rock Springs District

260727

RECORDED February 12, 1992 10:40 AM
BOOK 104 OR6 PAGE 281
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 29 N., R. 108 W., Sublette County, 6th PM, WY
sec. 4, lots 1, 2, 3, 4, S½N½, S½;
5, lots 1, 2, 3, 4, S½N½, S½;
8, all.

R
WY
Lo ch

CERTIFIED
to be a true and comparative copy
of the official records on file

JAN 29 1997
BUREAU OF LAND MANAGEMENT

Total acres in lease 1919.52
1920.00
Rental retained $ _____

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the nonexclusive right to conduct oil and gas geophysical exploration, and 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.

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by: _____ ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title) DEC 9 1987 (Date)

EFFECTIVE DATE OF LEASE JAN 1 1988

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

Original

Tear Tear Tear

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

SIGNATORY CERTIFIES COMPLIANCE WITH QUALIFICATIONS CONCERNING FEDERAL COAL LEASE HOLDINGS PROVIDED IN SECTION 2(a)(2)(A) OF THE MINERAL LEASING ACT

Duly executed this 2nd day of November 19 87 YATES PETROLEUM CORPORATION

ATTEST: By [signature] By: [signature] (Signature of Lessee or Attorney-in-fact)

Assistant Secretary 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) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00,
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

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

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

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

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. 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-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be canceled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

[redacted] [redacted] [redacted] 107040

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1987 NOV -4 AM 8:39
CHEYENNE, WYOMING

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, frozen, 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 threshhold 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.

ATTEST:

By _____
Assistant Secretary
Date November 2, 1987

YATES PETROLEUM CORPORATION

By: _____
Signature Vice President

284

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1987 NOV -4 AM 9:30
RECEIVED
CHEYENNE, WYOMING

W-107040

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 2 9 1997
BUREAU OF LAND MANAGEMENT

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, and 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.

ATTEST:

By _____
Assistant Secretary

November 2, 1987
Date

YATES PETROLEUM CORPORATION

By: _____
Signature
Vice President

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 2 9 1997
BUREAU OF LAND MANAGEMENT

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Kenneth M. Gloster and Pat Gloster, husband and wife
HCR3 Box 51
Alturas, CA 96101

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:

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

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Ten (10) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighths (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth s (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

260735

RECORDED Feb. 13, 1997 8:15 A M
IN BOOK 104 OR PAGE 285
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

285

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Kenneth M. Gloster
Kenneth M. Gloster
SS# 560-66-4903

X Pat Gloster
Pat Gloster
SS# 566-72-4535

STATE OF California)
) ss.
COUNTY OF Modoc)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth M Gloster and Pat Gloster, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that They executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th day of February, 1997.

My commission expires:
4-29-98

Walter Davis
Notary Public

WALTER DAVIS
Comm. No. 1018368
NOTARY PUBLIC - CALIFORNIA
MODOC COUNTY
MY COMMISSION EXPIRES
April 29, 1998

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____
Notary Public

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[redacted] [redacted] [redacted]

RECORDED Feb. 18 1997 M
IN BOOK 104 OF Misc PAGE 287
FEES $18.00 Lorri Pickens
SUBLETTE COUNTY, PINEDALE, WYOMING

9:50a

260770

By Cathy Sexton

WELLBORE ASSIGNMENT AND BILL OF SALE

THIS AGREEMENT, entered into this 17th day of January, 1997, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is 1301 McKinney, Houston, Texas 77010 (hereinafter "Assignor") and Enron Oil & Gas Company, a Delaware corporation, whose mailing address is 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter "Assignee").

DOES WITNESS THAT:

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, it is agreed between the parties as follows, to-wit:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee, without warranty express or implied, all of Assignor's right, title and interest in and to the existing wellbore of the well listed in Exhibit "A" attached hereto and by reference made a part hereof for all purposes from the surface to total depth, and the property interests listed in Exhibit "A" as limited therein, if any, only insofar as said property pertains to the wellbore interest assigned herein, (hereinafter referred to as the "Assigned Premises"), subject to all of the covenants and conditions hereof. Assignor also conveys to Assignee any easements, rights-of-way or other rights of ingress and egress, permits, licenses and orders appertaining to the Assigned Premises, excepting, reserving and retaining therefrom all other such rights unto Assignor with respect to property not conveyed hereby.

2. Bill of Sale. Assignor does hereby convey unto Assignee all of Assignor's right, title and interest in and to the well listed in Exhibit "A" attached hereto, (hereinafter referred to as the "Well") and to the personal property, flow lines, surface equipment, or any other equipment associated therewith (hereinafter referred to as the "Personal Property").

Assignee shall not have the right to use the Assigned Premises, Well, or Personal Property to produce oil or gas from the Mesa Verde formation.

3. No Warranty or Representation by Assignor. This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN CONVEYED, EITHER EXPRESS OR IMPLIED, it being expressly agreed by Assignor and Assignee that ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATION WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, OR OF TITLE TO OR CONDITION OF THE ASSIGNED PREMISES AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning the Assigned Premises, Well and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

Assignee specifically assumes the risk of description, title, and the condition of the Assigned Premises. Assignee has been given the opportunity to inspect the Assigned Premises prior to the effective date including but not limited to the physical and environmental condition, both surface and subsurface, of the Assigned Premises. Assignee may as a part of its environmental assessment test for the presence of

Naturally Occurring Radioactive Materials (hereinafter referred to as "NORM"). After the effective date Assignee agrees to defend, indemnify and hold Assignor harmless from any and all claims arising from the presence of NORM.

4. Reservations. All oil in tanks above the pipeline connections from the Well to the tanks as of 7:00 A.M. on the effective date hereof is not to be part of this agreement, but shall remain the property of Assignor and shall be delivered to the pipeline company for the account of Assignor. All gas produced and the proceeds of gas produced prior to 7:00 A.M. on the effective date hereof shall likewise not be part of this agreement but shall remain the property of Assignor. With the exception of natural gas imbalances, Assignor also reserves and retains all claims and causes of action Assignor may have, as of the effective date, against the purchaser or purchasers of oil or gas from the properties covered by this Wellbore Assignment and Bill of Sale. This agreement further does not include any equipment or lines of the purchaser or purchasers of oil and gas from the Assigned Premises and does not include any of Assignor's work files at field offices serving the Assigned Premises, or any tools, pulling machines, trucks or other equipment that may be located temporarily on the Assigned Premises, and Assignor shall have the right at any time to remove the same from the Assigned Premises.

Assignor shall invoice Assignee for Assignor's share of ending oil tank inventories, and Assignee shall pay such invoice within 30 days of receipt. Assignor shall value the ending oil inventory, and Assignee agrees to pay such invoices, at the value Assignor would have received if oil had been sold to Assignor's oil purchaser on the effective date of sale.

Assignor shall give Assignee reasonable notice of the final gauging of oil inventories, and Assignee shall have the option to jointly gauge such inventories. Assignee and Assignor shall acknowledge in writing the results of final gauging. Regardless of whether Assignee participates in gauging, the results of Assignor's final gauging shall be binding upon Assignee.

5. Transfers. Assignor will, upon request, execute and deliver transfer orders directing purchasers of production to make payment to Assignee on production from the Assigned Premises after 7:00 a.m. on the effective date. Assignor shall make its files and records pertaining to the Assigned Premises available to Assignee for inspection.

6. Taxes and Payables. All credits and payment obligations associated with the Assigned Premises including but not limited to royalties, lease and other forms of contractual payments (including prepayments) and ad valorem, property, and other forms of taxes, which have been paid by Assignor or which have accrued on or before the effective date, shall be prorated between Assignor and Assignee as of the effective date. Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the effective date, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the effective date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale of the Assigned Premises. Assignee shall pay Assignor all state and local sales or use taxes applicable to that portion of the Assigned Premises which is tangible personal property, and Assignor shall remit such amount to the appropriate taxing authority in accordance with applicable law; provided, however, that if Assignee holds a direct payment permit which is valid on the effective date, Assignee shall assume all responsibility for remitting to the appropriate taxing authority the state and local sales and use taxes due, and shall provide Assignor with any exemption certificates or other documentation required under applicable law in lieu of paying Assignor the taxes due. Assignee shall hold harmless and shall indemnify Assignor for any sales or use taxes assessed against Assignor by any taxing authority in respect of the sale of the Assigned Premises, including the amounts of any penalties, interest and attorneys' fee. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes, shall be paid or reimbursed by Assignee. Should this Assignment and Bill of Sale constitute an

isolated or occasional sale and not be subject to sales or use tax with any of the taxing authorities having jurisdiction over this transaction, no sales tax will be collected by Assignor from Assignee. Assignor agrees to cooperate with Assignee in demonstrating that the requirements for an isolated or occasional sale or any other sales tax exemption have been met.

After the effective date, Assignor will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period prior to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignee. Similarly, after the effective date, Assignee will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period subsequent to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignor.

Assignor shall retain all rights and obligations regarding outstanding accounts receivable pertaining to the Assigned Premises for periods prior to the effective date. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible.

7. Indemnity of Assignor. (a) Assignee agrees to assume responsibility for and comply with all duties and obligations of Assignor regarding plugging and abandonment of the Well, removal of Personal Property and necessary surface remediation and cleanup, all in accordance with applicable laws, statutes, governmental orders and regulations. Assignee further agrees to defend, release, protect, indemnify and hold Assignor harmless from any and all damage, loss, injury, liabilities or expenses (including but not limited to, reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) arising from Assignee's failure to plug and abandon such Well, remove such Personal Property or perform such remediation and cleanup. Assignee acknowledges that the Assigned Premises have been used for oil and gas drilling and producing operations, transportation operations, related oilfield operations and possibly the storage and disposal of waste materials incidental to or occurring in connection with such operations, and that physical changes in the land may have occurred as a result of such uses and that Assignee has entered into this Agreement on the basis of Assignee's own investigation of the physical condition of the Assigned Premises, including subsurface conditions. Assignee is acquiring the Assigned Premises precisely and only in an "as is and where is" condition and assumes the risk that adverse physical conditions which may not have been revealed by Assignee's investigation are located thereon. Assignee hereby agrees to assume full responsibility for compliance with all obligations, liabilities and regulations concerning all of such conditions, known or unknown, and further agrees to defend, indemnify and hold Assignor harmless (including, but not limited to, indemnification for liability under CERCLA, RCRA, CWA, CAA and all other federal, state and local environmental laws and regulations, as well as all acts, laws and regulations amendatory or supplemental thereto) against any and all damage, loss, injury, liabilities, or expenses (including but not limited to reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) pertaining to the environmental condition of the Assigned Premises (whether relating to periods before or after the Effective Date). Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

(b) Assignee agrees to protect, indemnify and hold Assignor harmless from and against any and all liability, loss, damage, injury and claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way arising from operations or activities related to the Assigned Premises, Well and Personal Property and the contracts and agreements appertaining thereto (whether relating to periods before or after the Effective Date) based upon any theory of negligence, liability without fault or other, and whether based upon any alleged act or omission of Assignor, Assignee or any other party.

(c) Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Assignor's interest in the Assigned Premises subject to this Assignment and Bill of Sale; and this Assignment and Bill of Sale is made expressly subject to all such agreements, leases, easements and other contracts, whether or not the same are herein specifically identified.

8. Broker's Fees. Assignor and Assignee warrant that neither has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this agreement for which the other shall have responsibility. All fees, costs, and expenses incurred by Assignor or Assignee relating to this agreement shall be paid by the party incurring same. All recording and transfer fees shall be paid by Assignee.

9. Effective Date. This agreement shall be effective as of 7:00 A.M. on the 1st day of December, 1996.

10. This agreement constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

11. Waiver Of Consumer Rights. ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ASSIGNEE'S OWN SELECTION, ASSIGNEE VOLUNTARARILY CONSENTS TO THIS WAIVER.

12. Conspicuousness/Express Negligence. THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES, LIABILITIES OR DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

13. Successors and Assigns. The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

EXECUTED the day and year first above written, but effective as of the date shown in Paragraph 9 hereof.

ASSIGNOR:
CHEVRON U.S.A. INC.

By: _____
Attorney-in-Fact

ASSIGNEE:
ENRON OIL & GAS COMPANY

By: _____
Title: Agent and Attorney-in-Fact

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared W. M. Sellers, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Chevron U.S.A. Inc., and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Chevron U.S.A. Inc.

Given under my hand and seal of office this 30th day of January, 1997.

BRENDA KAY BARNA
Notary Public State of Tex
My Commission Expires
MARCH 13 1998

Brenda Kay Barnard
Notary Public

STATE OF COLORADO
COUNTY OF DENVER

Before me, the undersigned authority, on this day personally appeared Andrew C. Morris, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of Enron Oil & Gas Company, and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Enron Oil & Gas Company.

Given under my hand and seal of office this 5th day of February, 1997.

Betty A. Herrold

My Commission Expires: 7-26-98

Betty A. Herrold
Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made part of that certain Wellbore Assignment And Bill Of Sale dated effective December 1, 1996, between Chevron U.S.A. Inc. as Assignor and Enron Oil & Gas Company as Assignee

Big Piney Mesaverde Unit Area
Sublette County, Wyoming

All of Assignor's right, title and interest in and to the existing wellbore of the following Well from the surface to total depth:

WELL NAME	DESCRIPTION
Big Piney Mesaverde Unit # 1-110-14	**Sec. 14, T29N-R113W: 1365' FWL, 965' FSL, being in the SE/4 of the SW/4**

294

D2-3203

CC

CORRECTION OF STIPULATION OF INTEREST AND CROSS-CONVEYANCE

This Correction of Stipulation of Interest and Cross-Conveyance is entered into by and between Aaron H. McGinnis and Carolyn McGinnis, husband and wife; Mary Nell McGinnis, a single person; Victor S. McGinnis and Dorothy J. McGinnis, husband and wife; William J. McGinnis, Jr. and Jane McGinnis, husband and wife; Marjorie Brawley and Clarence Brawley, husband and wife; Jack C. Sims and Lynda J. Sims, husband and wife, individually and as co-trustees under the Jack S. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994; and Lois Eleanor Johnston.

RECITALS

1. The parties hereto entered into a Stipulation of Interest and Cross-Conveyance executed in September, 1993, recorded November 9, 1993, book 339 PR, page 83 of the records of the Clerk of Lincoln County, Wyoming and recorded November 3, 1993, book 94 O&G, page 287, Sublette County, Wyoming (the "Original Stipulation").

2. The Original Stipulation affected certain lands described therein, which lie within Sections 7, 18 and 19, T26N, R112W, 6th P.M.

3. It has been determined that the Original Stipulation contained several inadvertent mistakes, which the parties desire to correct.

$3.00
Recorded Jan 31 1997 at 3:13 P M
In Book 393 Page 428 Kemmerer, WY.
No. 0832700 Marsha Moe, Clerk

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The legal description for the Sims Parcel set forth in the Original Stipulation shall be revised, at the beginning of the tenth line from the bottom of page 1 of the Original Stipulation, to refer to R112W, rather than R113W.

2. The portion of the Original Stipulation which shows ownership of mineral interests in the lands is revised to provide as set forth below. Each of the undersigned hereby stipulates and agrees that each of the undersigned parties own the mineral and/or royalty interest in those lands which are set forth opposite their respective names:

Party	Tract or Parcel Name	Mineral Interest Owned
Aaron H. McGinnis Star Route Fontenelle Creek Rd. Kemmerer, WY 83101	Sims Parcel Brawley Parcel Johnston Parcel	(1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30
Mary Nell McGinnis P. O. Box 1341 Sequim, WA 98382	Sims Parcel Brawley Parcel Johnston Parcel	(1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30
Victor S. McGinnis P. O. Box 709 Big Piney, WY 83113	Sims Parcel Brawley Parcel Johnston Parcel	(1/10 x 1/6) = 1/60 (1/10 x 1/6) = 1/60 (1/10 x 1/6) = 1/60
William J. McGinnis, Jr. P. O. Box 280 Big Piney, WY 83112	Sims Parcel Brawley Parcel Johnston Parcel	(1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30
Marjorie Brawley ~~8622 - 301 Road~~ ~~Parachute, CO 81635~~ P.O. Box 86 LA BARGE, WY 83123	Sims Parcel Brawley Parcel Johnston Parcel	(1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30 (1/5 x 1/6) = 1/30

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RECORDED 1-30-97 1997 M 9:40A
IN BOOK 104 016 PAGE 294
FEES $.50 etc COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

Party	Tract or Parcel Name	Mineral Interest Owned
Jack C. Sims and Lynda J. Sims and their successors, co-trustees under the Jack C. Sims Lynda J. Sims Revocable Trust dated January 4, 1994 Box 304 LaBarge, WY 83123	Sims Parcel	1/60
(From the date of the Original Stipulation to February 3, 1994, this interest in the Sims Parcel was owned by Jack C. Sims and Lynda J. Sims, husband and wife.)		
Clarence Brawley ~~8622---301 Road~~ P.O. Box 86 ~~Parachute, CO 81635~~ LaBarge, WY 83123	Brawley Parcel	1/60
Lois Eleanor Johnston Box 385 LaBarge, WY 83123	Johnston Parcel	1/60

3. To effectuate the purpose and intent of this Correction of Stipulation of Interest and Cross-Conveyance, each of the undersigned parties does hereby grant, bargain, sell, convey, quitclaim and deliver to each other any and all mineral interests necessary to vest in each party the mineral interest set forth opposite their respective names above, together with the right of ingress and egress and all rights incident thereto.

4. This Correction to Stipulation of Interest and Cross-Conveyance is effective on the date of the Original Stipulation.

5. The Original Stipulation, except as modified herein, remains in full force and effect.

TO HAVE AND TO HOLD the same, to each party, its heirs, successors and assigns.

This instrument may be executed in counterparts and shall be binding upon each party executing the same whether or not executed by all or any other parties to this instrument.

EXECUTED by the parties hereto on the dates set forth in the acknowledgements below.

AARON H. MCGINNIS

CAROLYN MCGINNIS

MARY NELL MCGINNIS

VICTOR S. MCGINNIS

DOROTHY J. MCGINNIS

429

295

Party	Tract or Parcel Name	Mineral Interest Owned
Jack C. Sims and Lynda J. Sims and their successors, co-trustees under the Jack C. Sims Lynda J. Sims Revocable Trust dated January 4, 1994 Box 304 LaBarge, WY 83123 (From the date of the Original Stipulation to February 3, 1994, this interest in the Sims Parcel was owned by Jack C. Sims and Lynda J. Sims, husband and wife.)	Sims Parcel	1/60
Clarence Brawley<br~~8622 --- 301 Road~~ P.O. Box 86<br~~Parachute, CO 81635~~ LaBarge, WY 83123	Brawley Parcel	1/60
Lois Eleanor Johnston Box 385 LaBarge, WY 83123	Johnston Parcel	1/60

430

3. To effectuate the purpose and intent of this Correction of Stipulation of Interest and Cross-Conveyance, each of the undersigned parties does hereby grant, bargain, sell, convey, quitclaim and deliver to each other any and all mineral interests necessary to vest in each party the mineral interest set forth opposite their respective names above, together with the right of ingress and egress and all rights incident thereto.

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EXECUTED by the parties hereto on the dates set forth in the acknowledgements below.

AARON H. MCGINNIS

CAROLYN MCGINNIS

Mary Neill McGinnis
MARY NEILL MCGINNIS

VICTOR S. MCGINNIS

DOROTHY J. MCGINNIS

Party	Tract or Parcel Name	Mineral Interest Owned
Jack C. Sims and Lynda J. Sims and their successors, co-trustees under the Jack C. Sims Lynda J. Sims Revocable Trust dated January 4, 1994 Box 304 LaBarge, WY 83123 (From the date of the Original Stipulation to February 3, 1994, this interest in the Sims Parcel was owned by Jack C. Sims and Lynda J. Sims, husband and wife.)	Sims Parcel	1/60
Clarence Brawley<br~~8622 - 301 Road~~ P.O. Box 86<br~~Parachute, CO 81635~~ LaBarge, WY 83123	Brawley Parcel	1/60
Lois Eleanor Johnston Box 385 LaBarge, WY 83123	Johnston Parcel	1/60

431

3. To effectuate the purpose and intent of this Correction of Stipulation of Interest and Cross-Conveyance, each of the undersigned parties does hereby grant, bargain, sell, convey, quitclaim and deliver to each other any and all mineral interests necessary to vest in each party the mineral interest set forth opposite their respective names above, together with the right of ingress and egress and all rights incident thereto.

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TO HAVE AND TO HOLD the same, to each party, its heirs, successors and assigns.

This instrument may be executed in counterparts and shall be binding upon each party executing the same whether or not executed by all or any other parties to this instrument.

EXECUTED by the parties hereto on the dates set forth in the acknowledgements below.

AARON H. MCGINNIS

CAROLYN MCGINNIS

MARY NELL MCGINNIS

VICTOR S. MCGINNIS

DOROTHY J. MCGINNIS

Power of attorney

WILLIAM J. MCGINNIS, JR.

JANE MCGINNIS

MARJORIE BRAWLEY

CLARENCE BRAWLEY

JACK C. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LYNDA J. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LOIS ELEANOR JOHNSTON

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Aaron H. McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Carolyn McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

WILLIAM J. MCGINNIS, JR.

JANE MCGINNIS

Marjorie Brawley
MARJORIE BRAWLEY

Clarence Brawley by
CLARENCE BRAWLEY Mrs. Brawley, Conservator

JACK C. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LYNDA J. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LOIS ELEANOR JOHNSTON

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Aaron H. McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Carolyn McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

300

434

WILLIAM J. MCGINNIS, JR.

JANE MCGINNIS

MARJORIE BRAWLEY

CLARENCE BRAWLEY

JACK C. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LYNDA J. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LOIS ELEANOR JOHNSTON

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Aaron H. McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Carolyn McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

WILLIAM J. MCGINNIS, JR.

JANE MCGINNIS

MARJORIE BRAWLEY

CLARENCE BRAWLEY

JACK C. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LYNDA J. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

Lois Eleanor Johnston
LOIS ELEANOR JOHNSTON

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Aaron H. McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Carolyn McGinnis.

Witness my hand and official seal.
My commission expires:

Notary Public

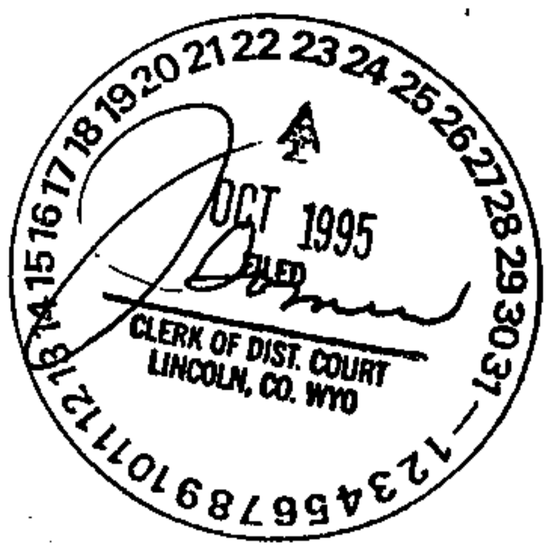
302

436

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

No. 3760



IN THE MATTER OF THE GUARDIANSHIP AND CONSERVATORSHIP OF:

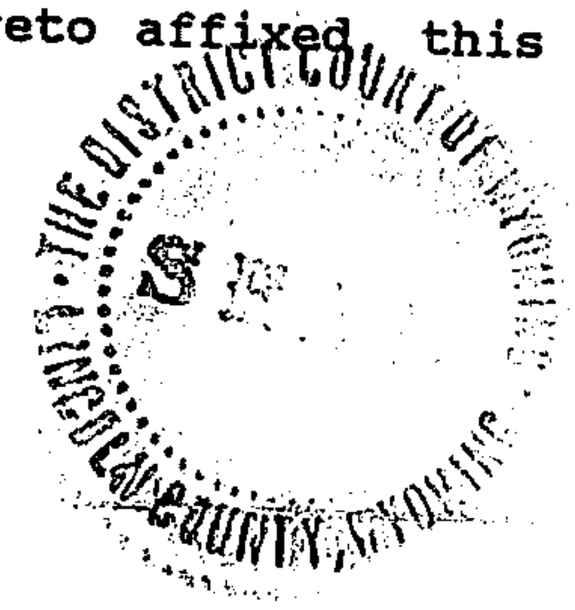
CLARENCE BRAWLEY,

An Incompetent Person.

LETTERS OF GUARDIANSHIP AND CONSERVATORSHIP

Marjorie M. Brawley is hereby appointed Guardian and Conservator of Clarence Brawley.

WITNESS, Kenneth D. Roberts, Clerk of the District Court, within and for the County of Lincoln, State of Wyoming, with the seal thereto affixed, this 23 day of Oct., 1995.



Kenneth D Roberts

Clerk of District Court

BY: Irene A Conners

Deputy Clerk

[redacted] [redacted] [redacted] 437

WILLIAM J. MCGINNIS, JR.

JANE MCGINNIS

MARJORIE BRAWLEY

CLARENCE BRAWLEY

JACK C. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LYNDA J. SIMS, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994

LOIS ELEANOR JOHNSTON

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 5th day of August 1996 by Aaron H. McGinnis.

Witness my hand and official seal.
My commission expires:

Stacy A. Werner
Notary Public
Lincoln County, WY
My Commission Expires
Nov. 16, 1999

Stacy A. Werner
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 5th day of August 1996 by Carolyn McGinnis.

Witness my hand and official seal.
My commission expires:

Stacy A. Werner
Notary Public
Lincoln County, WY
My Commission Expires
Nov. 16, 1999

Stacy A. Werner
Notary Public

438

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Mary Nell McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 12th day of August 1996 by Victor S. McGinnis.

Witness my hand and official seal.
My commission expires: Jan 2, 2000

KAREN S. WEISZ - NOTARY PUBLIC County of Sublette State of Wyoming My Commission Expires Jan. 2, 2000

Karen S. Weisz
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 12th day of August 1996 by Dorothy J. McGinnis.

Witness my hand and official seal.
My commission expires: Jan 2, 2000

KAREN S. WEISZ - NOTARY PUBLIC County of Sublette State of Wyoming My Commission Expires Jan. 2, 2000

Karen S. Weisz
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by William J. McGinnis, Jr.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Jane McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

[redacted] [redacted] [redacted]

439

STATE OF Washington)
) ss
COUNTY OF Clallam)

The foregoing instrument was acknowledged before me this 5th day of August 19 96 by Mary Nell McGinnis.

Witness my hand and official seal.
My commission expires: 4-15-00

DAWNYA ANN TEXTOR NOTARY PUBLIC State of Washington Commission Expires April 15, 2000

Dawnya Ann Textor
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Victor S. McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Dorothy J. McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by William J. McGinnis, Jr.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Jane McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Mary Nell McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Victor S. McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Dorothy J. McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of July 1996 by William J. McGinnis, Jr.

Witness my hand and official seal.
My commission expires:

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

Karen S. Wenz
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of July 1996 by Jane McGinnis.

Witness my hand and official seal.
My commission expires:

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

Karen S. Wenz
Notary Public

[redacted] [redacted] [redacted]

441

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Mary Nell McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Victor S. McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Dorothy J. McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by William J. McGinnis, Jr.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Jane McGinnis.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

307

308

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

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

442

The foregoing instrument was acknowledged before me this 12th day of August 1996 by Marjorie Brawley.

Witness my hand and official seal.
My commission expires: 6-02-97

Toni Thoman
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

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

The foregoing instrument was acknowledged before me this 27th day of August 1996 by Clarence Brawley.

Witness my hand and official seal.
My commission expires:

Toni Thoman
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Jack C. Sims, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Lynda J. Sims, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Lois Eleanor Johnston.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

[redacted] [redacted] [redacted]

443

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Marjorie Brawley.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Clarence Brawley.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 26 day of September 1996 by Jack C. Sims, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994.

Witness my hand and official seal.
My commission expires:

Cindra D. Olmsted
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 20 day of September 1996 by Lynda J. Sims, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994.

Witness my hand and official seal.
My commission expires:

Cindra D. Olmsted
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 19____ by Lois Eleanor Johnston.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

304

STATE OF)
) ss.
COUNTY OF)

444

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Marjorie Brawley.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Clarence Brawley.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Jack C. Sims, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by Lynda J. Sims, individually and as co-trustee under the Jack C. Sims and Lynda J. Sims Revocable Trust dated January 4, 1994.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 1st day of December 19____ by Lois Eleanor Johnston.

Witness my hand and official seal.
My commission expires:
8-7-98

BERGEN JACOBSEN • SNOHOMISH COUNTY • NOTARY PUBLIC

Bergen Jacobsen
Notary Public

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of January, 1997, by and between

Kessler Gossage, a single man
HCR3 Box 7
Alturas, CA 96101

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 935 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+,-)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface states, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

260893

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

RECORDED February 25 1997 9:20am
BOOK 104 Pg 311
FEE $8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Ten (10) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land,the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighths (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth
s (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Kessler Gossage
Kessler Gossage
SS#

x 540-68-1729
SS#

STATE OF California)
) ss.
COUNTY OF Modoc)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Kessler Gossage**, 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 17th day of February, 1997.

My commission expires:

_____

L. A. Freeman
Notary Public

NNA1 L. A. FREEMAN NNA1
COMM. #999822
Notary Public — California
MODOC COUNTY
My Comm. Expires JUL 18,1997

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFOREME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

_____
Notary Public

c:\wp51\dop\dolar.lse

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Assignment of Overriding Royalty Interest ("Assignment") is made and entered into to be effective as of the date of first production of hydrocarbons from the Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, Township 29 North, Range 108 West, Sublette County, Wyoming, by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry"); **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"); and **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82001 ("Fort Collins"), said parties being hereinafter collectively referred to as "Assignors"; and **Edward M. Warner** as Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement dated August 2, 1993, with an address of 1512 Larimer Street, Suite 1000, Denver, Colorado 80202 ("Warner"), and **John W. Martin**, an individual, with an address of 3640 East 19th Street, Casper, Wyoming ("Martin"), said parties being hereinafter sometimes collectively referred to as "Assignees").

W I T N E S S E T H

WHEREAS, as the result of that certain Assignment of Operating Rights and Working Interest and Bill of Sale dated effective as of first production from the Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, Township 29 North, Range 108 West, 6th P.M., Assignors are the owners of the following Operating Rights and Working Interest in and to USA Oil and Gas Lease (the "Subject Lease") WYW-125949 insofar only as said lease covers all of Section 29, Township 29 North, Range 108 West, 6th P.M., as to the horizons from the surface to the base of the Mesa Verde formation, said depth being more specifically described as a depth 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., to-wit:

1. As to the SE/4 of Section 29, Township 29 North, Range 108 West:

Assignors	Before Payout	After Payout
McMurry	6.600%	17.160%
Fort Collins	4.817%	12.524%
Nerd	1.650%	4.290%

2. As to the SW/4 and the N/2 of Section 29, Township 29 North, Range 108 West:

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IN BOOK 404 Orig PAGE 313
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

	Before and After Payout
McMurry	17.160%
Fort Collins	12.524%
Nerd	4.290%

WHEREAS, the term "Payout" as used herein refers to Payout of the Stud Horse Butte 15-29 Well located in the SW/4SE/4 of Section 29, Township 29 North, Range 108 West, 6th P.M., as defined under the terms of that certain Farmout Agreement (the "Farmout Agreement") dated June 17, 1994 among McMurry, Nerd, Fort Collins and Warner as Farmors and Snyder Oil Corporation as Farmee, as amended by Amendment dated May 1, 1996; and

WHEREAS, Assignors desire to convey certain overriding royalty interests in the Subject Lease insofar only as it covers Section 29, Township 29 North, Range 108 West as to horizons from the surface to the base of the Mesa Verde formation as defined above;

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 hereby grant, assign and convey unto Assignees the following overriding royalty interests and to all oil, gas and other hydrocarbons produced, saved and marketed under the terms of the Subject Lease insofar only as it covers Section 29, Township 29 North, Range 108 West, 6th P.M. as to horizons from the surface to the base of the Mesa Verde formation as described above:

As to the SE/4 of Section 29:

	Before Payout	After Payout
Warner	0.40% of 100%	0.24% of 100%
Martin	0.40% of 100%	0.24% of 100%

As to the SW/4 and the N/2 of Section 29:

	Before Payout and After Payout
Warner	0.24% of 100%
Martin	0.24% of 100%

TO HAVE AND TO HOLD the interests herein conveyed unto Assignees, their respective successors and assigns, FOREVER, subject to the terms of the Subject Oil and Gas Lease, the Farmout Agreement and to the following provisions:

1. The overriding royalty interests herein conveyed shall be borne out of the several interests of each of the Assignors as follows:

(a) The operating rights interest of McMurry, its successors and assigns, in the Subject Lease shall bear an undivided 50.5089% of the overriding royalty interests created herein;

(b) The operating rights interest of Fort Collins, its successors and assigns, in the Subject Lease shall

bear an undivided 36.8639% of the overriding royalty interests created herein; and

(c) The operating rights interest of Nerd, its successors and assigns, in the Subject Lease shall bear an undivided 12.6272% of the overriding royalty interests created herein.

2. To the extent that the Subject Lease covers less than the entire oil and gas mineral estate in and under the above-described lands and horizons the overriding royalty herein conveyed by each of the Assignors shall be proportionately reduced.

3. The overriding royalty interests conveyed herein shall be subject to the following agreements in addition to the Subject Lease and the Farmout Agreement:

(a) That certain lease Participation Agreement dated December 3, 1991 among Presidio Exploration, Inc., McMurry Oil Company and John L. Higgins, III;

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

(c) That certain Gas Gathering Agreement, as amended, dated June 1, 1994 between McMurry Oil Company and Snyder Oil Corporation; and

(d) That certain Joint Operating Agreement dated April 2, 1996 among McMurry Oil Company as Operator and Snyder Oil Corporation, et al. as Non-Operators covering all of Section 29, Township 29 North, Range 108 West, Sublette County, Wyoming.

4. 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 lease and lands; provided, however, Assignees shall bear and pay their proportionate share of the costs and charges for compression, gathering, processing, transportation and marketing.

5. Separate assignments of overriding royalty in the Subject Lease as to the lands described above may be executed and filed with the Wyoming State Office of the Bureau of Land Management, Department of the Interior, by Assignors to Assignees to satisfy the federal requirements. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

6. This Assignment is made without warranty or covenants of title, express, implied or statutory except that each Assignor shall severally warrant and defend the interests conveyed by it herein as against all parties claiming by, through or under such Assignor.

This instrument 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

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

The foregoing instrument was acknowledged before me this 30th day of January, 1997, 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:

[illegible] 98

Kay A. Kisner
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 18th day of February, 1997, 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:

April 1999

Thomas R Bleam
Notary Public
Address: 1406 Cody Ave.
Casper, WY 82604

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

The foregoing instrument was acknowledged before me this 30th day of January, 1997, 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:

[illegible] 98

Kay A. Kisner
Notary Public
Address: 1775 Sherman, #1400
Denver, CO 80203

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Book 104 O&G Page 318
Fees $8.00 Mary L. Lankford Sublette County Clerk By: Cathy Saxton

OIL AND GAS LEASE

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THIS LEASE AGREEMENT is made as of the 19 day of November, 19 96, between Albert Everette Feuz, Caryn Janet Feuz Hansen, fka Caryn Janet Feuz, and Peter James Feuz, as the heirs of Albert E. Feuz, aka Albert Edward Feuz and Margaret C. Feuz, deceased P. O. Box 459, Cokeville, WY 83114 as Lessor (whether one or more), and High Plains Associates, Inc. 1600 Broadway, Suite 1565, Denver, CO 80202 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

Township 36 North, Range 114 West, 6th P. M.
Section 9: SW¼SE¼, E½SE¼SW¼
Section 16: NE¼NE¼NW¼, E½SE¼NE¼NW¼, E½NE¼SE¼NW¼, NW¼NE¼NW¼NE¼, W½NW¼NE¼, W½SW¼NE¼, W½E½SW¼NE¼

in the county of Sublette, State of Wyoming, containing 132.50 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Rental Payment. If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then, subject to Paragraph 5, this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in _____ at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of $ One Hundred, Thirty-Two and 50/100s ($132.50) as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion, shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

[redacted] [redacted] [redacted]

7. **Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, development, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right ~~but not the obligation~~ to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

15. ~~**Preferential Right.** If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 20 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.~~

AEF

CJEH

16. ~~**Extension of Primary Term.** For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for _____ additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to _____ which payment shall represent payment in full of consideration for this extension and inclusive of the rental payment due for the first year of this extension.~~

PJF

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.

THE HEIRS OF ALBERT E. FEUZ, AKA ALBERT EDWARD FEUZ, AND MARGARET C. FEUZ, DECEASED

Albert Everette Feuz

Caryn Janet Feuz Haman, aka Caryn Feuz Haman

Peter James Feuz

State of WYOMING

County of TETON } S.S.

INDIVIDUAL ACKNOWLEDGEMENT
(For use in all states)

On this 11th day of January, 1995, before me, the undersigned Notary Public in and for said county and state, personally appeared Albert Everett Feuz, Caryn Janet Feuz Haman, Peter James Feuz known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove states.

DEBORAH A. GUTHRIE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires 7-1-95

My Commission Expires July 1, 1995

Deborah A. Guthrie
Notary Public

State of _____

County of _____ } S.S.

CORPORATE ACKNOWLEDGEMENT
(For use in all states)

On this _____ day of _____, 19____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ personally kown, who, being by me duly sworn, did say that he is the _____ of _____ corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires _____

Notary Public

320 Rlsd. BK 19 Rel. pg 307 9/9/98

RENEWAL AND EXTENSION
OIL & GAS DEED OF TRUST,
SECURITY AGREEMENT--FINANCING STATEMENT

THE STATE OF WYOMING }

COUNTY OF SUBLETTE } KNOW ALL MEN BY THESE PRESENTS:

Date:

February 21st, 1997

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

261050

RECORDED March 10, 1997 10:05 A
BOOK 104 Oil & G PAGE 320
FEES $ 18.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Beneficiary:

EAST TEXAS NATIONAL BANK of Palestine, Texas

Beneficiary's Mailing Address:

207 West Spring Street, Palestine,
Anderson County, Texas 75801

Note

Date:

February 21st, 1997

Amount:

$250,000.00

Maker:

James H. Davis, Individually and d/b/a JD Minerals

Payee:

East Texas National Bank of Palestine, Texas

Final Maturity Date:

August 20th, 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, WYOMING;** 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.

[redacted] [redacted] [redacted]

ARTICLE I.

GRANTOR'S OBLIGATIONS

For value received, the receipt and sufficiency of which Grantor confesses and acknowledges and to secure payment of the note, Grantor grants, bargains, conveys, transfers and assigns the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. Grantor warrants and covenants he is the lawful owner and holder of the mortgaged properties and has the good right to transfer, assign and mortgage the mortgaged properties.

For the same consideration, Grantor does hereby grant a continuing security interest in all personal property, including accrued royalty runs, production taken in kind and production accrued to Grantor's interest, whether now owned or hereafter acquired or arising, including all the oil, gas, casinghead gas, condensate, distillate liquid hydrocarbons, gaseous hydrocarbons and all refined products and all other minerals produced and saved for the account of Grantor from such property described above, including oil in tanks and all other income from or attributable to Grantor's interest, including but not limited to those liens and security interests provided for in the Texas Business and Commerce Code Annotated (Tex. UCC.) as the Code now stands or may hereafter be amended.

The oil, gas and other minerals will be financed at the wellhead of the oil and gas wells.

If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

ARTICLE II.

GRANTOR'S AGREEMENTS

Grantor agrees to:

1. Proceed with reasonable diligence to correct any defect in the title to the mortgaged property as well as any defect in the creation and delivery of this mortgage; and
2. Pay all taxes and assessments on the property when due; and
3. Preserve the lien's priority as it is established in this deed of trust; and
4. Pay that certain Promissory Note described above to Beneficiary as and when due; and
5. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
6. Execute, acknowledge and deliver division orders, transfer orders and other assurances necessary or proper to convey and assign to the Trustee all of the mortgaged property; and
7. Without prior written consent Grantor shall not sell, mortgage, pledge, transfer or assign or otherwise encumber any of the mortgaged property; and
8. Grantor shall notify Beneficiary in writing in the event of the institution of any suit against Grantor with respect to the mortgaged properties; and
9. Grantor shall allow and permit Beneficiary to inspect and copy Grantor's books and accounts regarding the mortgaged properties, and Grantor will furnish monthly reports, acceptable to Beneficiary upon request regarding monthly revenues attributable to the mortgaged properties.

ARTICLE III.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee; and
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid; and
3. Upon default by Grantor in performance of Grantor's obligations, Beneficiary may receive the proceeds attributable to the runs derived from the property described above; and
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the date of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust; and

5. If grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
6. Beneficiary is absolved from any and all liability for failure to enforce collection of the runs until such collection efforts are begun.

ARTICLE IV.

SECURITY AGREEMENT

Grantor hereby grants unto Beneficiary a security interest in each, every and all properties described above, to the extent of Grantor's ownership in same. In the event of default by Grantor, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a secured party under the Texas UCC. In exercising its remedies, Beneficiary may proceed against the items of real or personal property separately or together.

The rights, powers and remedies granted herein shall be cumulative. In the event of default, Grantor covenants and agrees with Beneficiary as follows:

1. Grantor waives any notice of sale or other disposition of the mortgaged property, except as to any notice which cannot be waived, Grantor agrees that a notice mailed at least five days before the time of sale and disposition shall be deemed reasonable and fully satisfy any requirement for the giving of notice; and
2. Grantor is given the right to transfer, at any time, to itself or its nominee, the mortgaged property and any income, proceeds or benefits attributable thereto and hold the same as security; all rights to the marshalling of assets of Grantor are expressly waived by Grantor; and
3. All expenses of preparing for sale or other disposition, selling or disposing incurred by Beneficiary, including attorney's fees shall be added to the indebtedness and Grantor shall be liable for payment of same; and
4. Beneficiary may exercise its rights under the Uniform Commercial Code, but such election shall not preclude Beneficiary from exercising other remedies; and
5. Any copy of this Deed of Trust, Security Agreement and Financing Statement may serve as a Financing Statement, under the Uniform Commercial Code.

ARTICLE V.

ASSIGNMENT OF PRODUCTION

1. In addition to the conveyance to the Trustee herein made, Grantor does hereby transfer, assign, deliver and convey unto Beneficiary, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the mortgaged property and attributable to the interest of Grantor; Grantor hereby directs any purchaser now or hereafter taking any production from the mortgaged property to pay to Beneficiary such proceeds derived from the sale thereof and to continue to make payment directly to Beneficiary until notified in writing by Beneficiary to discontinue the same; and the purchaser shall not be required to see to the application of such proceeds. Grantor further agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Beneficiary, or any other party to have such proceeds paid to Beneficiary.
2. Grantor authorizes and empowers Beneficiary to receive, hold and collect all sums of money paid to Beneficiary in accordance with this Assignment, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Beneficiary, save and except as to good faith in receiving and applying said sums. All payments shall be paid promptly to Mortgagee, and any provision contained in any note evidencing said indebtedness or any part thereof to the contrary notwithstanding, Beneficiary may apply the same or so much thereof as it elects to the payment of the indebtedness secured hereby; application to be made in such manner as it may elect.
3. It is understood and agreed that should payments provided for by this Assignment be less than the sum or sums due on said indebtedness, such sum or sums then due shall be paid by Grantor.
4. Grantor remit to Beneficiary all the proceeds of any sale of oil, gas and other minerals produced, saved or sold from the mortgaged property, which under the terms hereof should have been remitted to Beneficiary, if, as and when received by Grantor.

ARTICLE VI.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
   a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

ARTICLE VII.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; and interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context required, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes: The note secured hereby is given in renewal and extension, but not in extinguishment of the unpaid balance owing on that certain $150,000.00 promissory note dated 08-18-1995, which note was secured by various Oil & Gas Deeds of Trust, Security Agreement and Financing Statements of even date therewith, of record, dated 08-18-1995 under Clerk File #253911 in Book 102, O&G, Page 178 in Sublette County, Wyoming.

14. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of Trust immediately payable. In that event, Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty (30) days after notice to Grantor; Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or creation of a purchase-money security interest for household appliances; (b) transfer by devise, descent, or operation of law on the death of a joint tenant; and (c) grant of a leasehold interest of three years or less without an option to purchase.

15. This conveyance is also made in trust to secure and enforce the payment of all other indebtedness of the maker of said note to Beneficiary presently existing or which may in any manner or means hereafter be incurred by the maker of said note and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries or any other method or means, it being expressly agreed and understood that any and all sums now owed to or hereafter advanced by said Beneficiary to the maker of said note shall be payable at **EAST TEXAS NATIONAL BANK of Palestine, Texas**, and shall bear interest as may be provided in such notes or other evidences of indebtedness given by the maker of said note to said Beneficiary, and this instrument is also executed for the purpose of securing and enforcing the payment of any renewal and extension of any note, and including any further loans and advancements made by said Beneficiary to the maker or makers of this note under the provisions hereof. The fact of repayment of all indebtedness of the maker of said note to said Beneficiary shall not terminate this mortgage unless the same be so released by said Beneficiary at the request of the maker or makers of this note, but otherwise it shall remain in full force and effect to secure all future advances and indebtedness, regardless of any additional security that may be taken as to any past or future indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder.

16. In addition to creating a deed of trust lien on all the real and other property described above, Grantor also grants to Beneficiary a security interest in all property other than the realty pursuant to the Texas Uniform Commercial Code.

17. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the property may be sold as a whole at Beneficiary's option and that the property need not be present at the place of sale.

18. Grantor will be in default under the terms of this note and the deed of trust securing such if any one or more of the following events occur: (a) Grantor fails to make a payment on this note in full when due; (b) Grantor fails to make a payment in full when due on any other debt owed to the Payee; (c) Grantor (both or all of them if more than one individual Grantor, but not applicable if Grantor is not a natural person) dies or is declared incompetent; (d) Grantor generally fails to pay Grantor's (any Grantor if more than one subscribes hereinbelow) debts as they become due; (e) Grantor fails to keep any other promise contained in this note, any other note, any other written agreement with the Payee, including any security agreement; (f) Any statement of fact made on an application for credit or any other written agreement with the Payee appears to be untrue at the time it was made; (g) Any other creditor attempts, with or without legal process, to gain possession or control of any property or money of Grantor (any Grantor if more than one scribes hereinbelow); (h) Grantor transfers a significant part of Grantor's (any Grantor if more than one subscribes hereinbelow) money or property; (i) Grantor (any Grantor if more than one subscribes hereinbelow) files for relief from Grantor's debts (or an application is filed against Grantor for involuntary relief) under the UNITED STATES BANKRUPTCY CODE; (j) Grantor deems itself insecure for any reason whatsoever; (k) If at any time the property is utilized for the storage of hazardous waste products or is being polluted or there is engagement in any type of hazardous activity which could incur liability upon Grantor or subsequently upon Payee, under the Superfund Act, 42 U.S.D. Sec. 9601, et seq, the Resource, Conservation, and Recovery Act of 1976, or by other similar federal or state laws; or (l) If a fact appears or any event occurs which causes the Payee to consider Payee insecure. PAYEE HEREIN IN NO WAY REPRESENTS TO GRANTOR THAT PAYEE HAS THE RIGHT TO EXERCISE ANY FORECLOSURE REMEDIES OR LEGAL REMEDIES SHOULD AN AUTOMATIC STAY ORDER BE ISSUED BY A BANKRUPTCY COURT. PAYEE ACKNOWLEDGES THAT ANY ISSUED STAY ORDER FROM A BANKRUPTCY COURT WOULD SUPERSEDE THE TERMS OF THIS DOCUMENT.

THE WRITTEN "LOAN AGREEMENTS" (AS HEREINAFTER DEFINED) REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

[redacted] [redacted] [redacted]

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 3rd day of March, 1997, but effective the 21st day of February, 1997.

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 3rd day of March, 1997, by James H. Davis, individually and in the capacity stated.

JEAN E. MUDDERMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 1-23-2000

Notary Public in and for the State of Texas

PLEASE RETURN TO:
Jackson Hanks, P.C.
Post Office Box 2458
Palestine, Texas 75802

EXHIBIT "A"

Being those certain tracts or parcels of land located in **Sublette County, Wyoming** and being 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.

[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-131928

Lease Effective Date
(Anniversary Date)
04/01/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Brownlie, Wallace, Armstrong and Bander Exploration
   Street 475 17th Street, Suite 1300
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 36 North, Range 112 West, 6th P.M. Section 1: NESW Section 10: NE Section 19: E2, E2W2 Section 26: SWSW Section 30: NE Section 35: SWNE, NW, SE containing 1240.00 acres, more or less Sublette County, WYOMING	100%	50%	50%	none	2.0%

261056

RECORDED March 10, 1997 12:00 M
BOOK 104 O46 PAGE 327
FILS $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Bacon

1

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 _____ _____

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

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing document was acknowledged before me this 20th day of February, 1997 by Richard B. Porter, Attorney In Fact for Tom Brown, Inc., who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Witness my hand and official seal.

My commission expires: 2/18/2001

Rhonda Deimer
Notary Public

State of Colorado)
) ss.
County of Denver)

The foregoing document was acknowledged before me this 4th day of March, 1997 by Ray O. Brownlie, General Partner for Brownlie, Wallace, Armstrong and Bander Exploration, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Witness my hand and official seal.

Commission Expires: August 31, 1997

Lou Ann Liomin
Notary Public:
Lou Ann Liomin
475 17th Street, Suite 1300
Denver, Colorado 80202

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 20th day of February, 19 97

Name of Assignor as shown on current lease Tom Brown, Inc.
Please type or print

Assignor
or
Attorney-in-fact Richard B. Porter (Signature) Attorney-in-Fact
P.O. Box 2608, Midland, TX 79702
(Assignor's Address)

(City) (State) (Zip Code)

Executed this 4th day of March, 1997

Assignee Ray O Brownlie (Signature)
or
Attorney-in-fact General Partner (Signature)
Brownlie, Wallace, Armstrong and
Bander Exploration

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: 1988-774-017/87022

There is not a
page 329

ASSIGNMENT OF LEASEHOLD INTERESTS

THIS ASSIGNMENT, dated as of February 13 , 1997 is from DOLAR OIL PROPERTIES, L.C. a Utah Limited Liability Company, whose address is 935 East South Union Avenue, Suite D 202, Salt Lake City, Utah 84047 hereinafter called "Assignor", and DONALD B. ANDERSON LTD., whose address is 6400 South Fiddlers Green Circle, Suite 1750, Englewood, Colorado 80111 hereinafter called "Assignee".

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee pursuant to the interests set forth above, all right, title and interest under and by virtue in the following described lands (all of which are herein called the "Interests"):

A. The oil and gas leases, licenses, permits and other agreements described in Exhibit "A" attached hereto and made a part hereof subject to existing burdens, insofar only as the same cover and relate to the land described in Exhibit "A" (the "Land"), together with any other right, title and interest in and to the Land;

B. The rights and obligations existing under certain contracts and agreements that benefit or burden the foregoing, including, but not limited to, operating agreements, tax partnership agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts and gas processing contracts; and

C. Subject to reservation of overriding royalty, proportionately reduced, as set forth on Exhibit "A", 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.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordination in and to any and all rights and actions of covenant or warranty that Assignor may have against any and all preceding owners and vendors of the Interests.

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

DATED THIS 13th day of February 1997

DOLAR OIL PROPERTIES, L.C. a Utah Limited Liability Company

By: _____
Mark S. Dolar, Managing Member

CORPORATE

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13th day of February ,1997, by Mark S. Dolar, Managing Member of DOLAR OIL PROPERTIES, L.C. a Utah Limited Liability Company to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:
10/5/2000

Mary K Hecker
Notary Public

Notary Public
MARY K. HECKER
1982 Viscounti Cove
Sandy, Utah 84093
My Commission Expires
October 5, 2000
State of Utah

RECORDED MARCH 14 1997 1155A
IN BOOK 104 of L FACE 330
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

261121

330

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Leasehold Interests dated the 4th day of February 1997, by and between Dolar Oil Properties, L.C., (Assignor), and Anderson Oil Company, (Assignee).

DESCRIPTION OF LEASES
Sublette County, Wyoming

Tract I
Lessor: Robert V. Thompson, individual as an heir by entireties of the Estate of deceased Bette M. Thompson, Robert V. Thompson, as Power of Attorney for Frances M. Johnson
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 261
Description:

Township 30 North, Range 114 East, 6th P.M.
Section 3: NE¼SE¼
Section 10: SE¼SE¼
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼
Section 15: NE¼NE¼, SE¼
Section 22: NE¼NE¼

Containing 720.00 acres more or less
Overriding royalty reserved: 1.25% of 8/8ths, proportionatley reduced

Tract II
Lessor: Evelyn Walker, a widow
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 243
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

Containing 160.00 acres more or less
Overriding royalty reserved: 1.25% of 8/8ths, proportionately reduced

Tract III
Lessor: Kathleen Bardin King, heir to the Estate of Inez P. Finnegan
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 245
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 1.25% of 8/8ths, proportionately reduced

B:WYOMING\WP60\ASSLSEHI.D.

[redacted] [redacted] [redacted]

Tract IV
Lessor: May Brown Jones, heir to the Estate of Inez P. Finnegan
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 241
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 1.25% of 8/8ths, proportionately reduced

Tract V
Lessor: Beulah Louise Riggan, heir to the Estate of Inez P. Finnegan
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 271
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 1.25% of 8/8ths, proportionately reduced

Tract VI
Lessor: Shannon M. Trivelpiece and Robert Trivelpiece, wife and husband
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 249
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 2.50% of 8/8ths, proportionately reduced

Tract VII
Lessor: Clifford R. Daniels, Trustee of Clifford R. Daniels Revocable Living Trust, dated October 21, 1993
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 247
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½
Containing 960.00 acres more or less
Overriding royalty reserved: 1.25% of 8/8ths, proportionately reduced

B:WYOMING\WP60\ASSI.SEHLD.

Tract VIII
Lessor: Frank J. Springman
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 279
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 2.50% of 8/8ths, proportionately reduced

Tract IX
Lessor: Kessler Gossage, a single man
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 311
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 2.50% of 8/8ths, proportionately reduced

Tract X
Lessor: Ken Gloster and Pat Gloster, husband and wife
Lessee: Dolar Oil Properties, L.C.
Date: January 1, 1997
Recorded: Book: 104 Page: 285
Description:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

Containing 960.00 acres more or less
Overriding royalty reserved: 2.50% of 8/8ths, proportionately reduced

[redacted] [redacted] [redacted]

PROUCERS 88-PAID UP

261129 OIL AND GAS LEASE

RECORDED March 14 1997 M
IN BOOK 104 Oil PAGE 334
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

4:45p

AGREEMENT, Made and entered into the 14th day of March, 19 97, by and between Miriam Jenkins Bailey whose post office address is _____ hereinafter called Lessor (whether one or more) and High Plains Associates, Inc., 1557 Ogden Street, Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More ($10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming described as follows, to-wit:

TOWNSHIP 35 NORTH, RANGE 110 WEST

Section 20: E½NE¼ & SE¼SE¼
Section 21: All
Section 22: NE¼NW¼ & S½NW¼ & S½
Section 26: S½NW¼ & SW¼
Section 27: N½ & E½SW¼ & SE¼
Section 28: N½ & SW¼
Section 29: E½
Section 32: NE¼ & E½NW¼
Section 33: NW¼
Section 34: N½
Section 35: N½NW¼

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 3600.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as Hydrocarbons are produced from said leased premises or on acreage pooled communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking for other operations or restoring production on the lease premises or then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of Hydrocarbons on said land or on acreage pooled, communitized or unitized therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking for other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If Hydrocarbons shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a PAID-UP LEASE. For the consideration set forth above, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. Royalty Payment. Royalties on Hydrocarbons 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 the 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 similarly grade and gravity;

(b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be one-eighth of the proceeds realized by the 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 agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and

(c) In calculating the 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.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other 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 purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor or to Lessor's credit in a depository designated in this lease, on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the end of the rental period or cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool, communitize or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of Hydrocarbons, individually or in the aggregate, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total

number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, an event of "force majeure" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment, services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control. If Lessee's performance is affected by an event of force majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of force majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of force majeure.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Preferential Right. If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Extension of Primary Term. For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for five (5) additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to one hundred fifty percent (150%) of the bonus consideration originally paid for this lease, which payment shall represent payment in full of consideration for this extension.

17. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Miriam Jenkins Bailey
Miriam Jenkins Bailey
SSN: 520-46-8356

STATE OF Wyoming
COUNTY OF Sublette
ss.

ACKNOWLEDGMENT–INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14 day of March, 19 97,
personally appeared Miriam Jenkins Bailey
and _____
to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 8/8/98

TRACEY L. FIELDS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 8, 1998

Tracey L Fields Hooker
Notary Public
Address: PO Box 250, Pinedale WY 82941

STATE OF _____
COUNTY OF _____
ss.

CORPORATE
(For use in all states)

On this _____ day of _____, A.D. 19 _____, before me personally appeared _____ to me personally known, who, being by me

Witness my hand and seal this _____ day of _____ AD., 19_____.

My Commission Expires _____

Notary Public

Address: _____

[redacted] [redacted] [redacted] PM

PROUCERS 88-1 AIU UP

261130 OIL AND GAS LEASE

RECORDED March 14 1997 M 4:45p
IN BOOK 104 OR 6 PAGE 336
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

AGREEMENT, Made and entered into the 14th day of March, 19 97, by and between John Perry Barlow whose post office address is 168 So. Franklin St., Pinedale, WY 82941 hereinafter called Lessor (whether one or more) and High Plains Associates, Inc., 1557 Ogden Street, Suite 300, Denver, CO 80218 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more ($10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming described as follows, to-wit:

TOWNSHIP 35 NORTH, RANGE 110 WEST

Section 20: E½NE¼ & SE¼SE¼
Section 21: All
Section 22: NE¼NW¼ & S½NW¼ & S½
Section 26: S½NW¼ & SW¼
Section 27: N½ & E½SW¼ & SE¼
Section 28: N½ & SW¼
Section 29: E½
Section 32: NE¼ & E½NW¼
Section 33: NW¼
Section 34: N½
Section 35: N½NW¼

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 3600.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as Hydrocarbons are produced from said leased premises or on acreage pooled communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking for other operations or restoring production on the lease premises or then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of Hydrocarbons on said land or on acreage pooled, communitized or unitized therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking for other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If Hydrocarbons shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a PAID-UP LEASE. For the consideration set forth above, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. Royalty Payment. Royalties on Hydrocarbons 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 the 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 similarly grade and gravity;

(b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be one-eighth of the proceeds realized by the 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 agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and

(c) in calculating the 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.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other 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 purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor or to Lessor's credit in a depository designated in this lease, on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the end of the rental period or cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool, communitize or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of Hydrocarbons, individually or in the aggregate, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total

number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, an event of "force majeure" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment, services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control. If Lessee's performance is affected by an event of force majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of force majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of force majeure.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Preferential Right. If, during the term of this lease (but not more than 20 years after the date hereof), Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Extension of Primary Term. For the consideration herein recited, Lessor hereby grants to Lessee the exclusive right and option to extend the primary term of this lease for five (5) additional years by mailing to Lessor at the address listed on this lease, on or before the end of the primary term, a bonus consideration equal to one hundred fifty percent (150%) of the bonus consideration originally paid for this lease, which payment shall represent payment in full of consideration for this extension.

17. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

John Perry Barlow
SSN: 520-50-1362

STATE OF WYOMING
COUNTY OF SUBLETTE

ACKNOWLEDGMENT--INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of March, 1997, personally appeared John Perry Barlow and _____ to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as his free and voluntary act and deed for the purposes therein set forth.

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

My commission Expires 8/8/98

THOMAS C. FIELDS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 8, 1998

Tracey L Fields Hoover
Notary Public
Address: PO Box 250, Pinedale WY 82941

STATE OF _____
COUNTY OF _____

CORPORATE
(For use in all states)

On this _____ day of _____, A.D. 19 _____, before me personally appeared _____ to me personally known, who, being by me

Witness my hand and seal this _____ day of _____ AD., 19_____.

My Commission Expires _____

_____
Notary Public

Address: _____

OIL, GAS AND MINERAL DEED AND
OIL AND GAS ESTATE ASSIGNMENT AND CONVEYANCE

FOR SUFFICIENT VALUE RECEIVED, CRESTONE ENERGY CORPORATION, of 303 E. 17th Avenue, Suite 810, Denver, Colorado 80203 (herein "Grantor") has, and does by these presents, **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** in the stated undivided percentages unto **BROOKS J. BOEDECKER**, seventy percent (70%), of P.O. Box 3393, Billings, Montana, 59103, **TRI-STAR MINERALS**, a partnership, twenty two and a half percent (22.5%), of P.O. Box 3086, Minot, North Dakota, 58702 and **KEN ALTSCHULD**, seven and half percent (7.5%), P.O. Box 521, Franktown, CO 80116 (herein collectively "Grantee"), their successors and assigns, the following described properties, rights and interests, **LESS AND EXCEPT** the Excluded Properties as herein defined (herein called the "Properties"):

a) All ownership interests of Grantor, whether vested or beneficial in nature, wheresoever situated in any of the fifty (50) states comprising the United States of America (the "Lands"), in and to the oil, gas and other minerals in and under, and that may be produced from the Lands, including without limiting the foregoing, any fee, determinable fee, or term ownership interest in, the right to process, explore for, or otherwise develop, produce, and/or own once produced, the oil, gas and other minerals therefrom, the right to execute oil, gas and other mineral leases, the right to receive bonuses, rentals, or other payments as consideration for the execution and perpetuation of a lease or other development agreement, and the right to receive royalties or other payments pursuant to any effective oil and gas lease, or other development agreement, on production of oil, gas or other minerals, (the "Oil, Gas and Mineral Estate"), in any of the Lands, together with all interests of Grantor in (i) all rights, privileges, benefits, estates and powers conferred upon the owner and holder of the Oil, Gas and Mineral Estate, with respect to the use and occupation of the surface of the Lands or other lands, to the extent owned by Grantor and appurtenant to the Lands, that may be necessary, convenient, or incidental to the possession and enjoyment of the Oil, Gas and Mineral Estate as to the Lands, and (ii) all rights in respect of any pooled or unitized acreage located in whole or in part within the Lands by virtue of the Oil, Gas and Mineral Estate, including rights to own production from the pool or unit allocated to any of the Lands being a part thereof, regardless of whether such production is from the Lands (all such rights collectively herein the "Producing Minerals");

b) All of the files, records, documents, correspondence, maps, materials of any kind, and data now in the possession or control of Grantor that relate or pertain to the Producing Minerals, without limitation (the "Records");

c) Any other oil, gas and/or mineral property, right, interest or license, whether real/immovable, personal/movable, vested contingent or otherwise, to the extent such property, right, interest or license is located, or relates to the Lands;

d) All of Grantors interest in and to all oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders, rights and interests covered and the units created thereby, which cover, affect or otherwise relate to the Producing Minerals;

e) All of Grantors interest in and rights under all deeds, leases, operating agreements, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farmout and/or farmin agreements, and other contracts and/or agreements which cover, affect or otherwise relate to the Producing Minerals, or to the operation of such Producing Minerals or to the treating, handling, storing, processing, transporting or marketing of the Producing Minerals;

f) All oil, gas and other minerals produced from or allocated to the Producing Minerals and any products processed or obtained therefrom, from and after the Effective Date hereof (herein the "Production"), together with:

I. all proceeds of Production other than proceeds of Production that are attributable to periods prior to the Effective Date; and

II. all liens and security interests securing payment of the proceeds from the sale of the Production, including but not limited to those liens and security interests provided for under statutes enacted in the jurisdictions in which the Producing Minerals are located, or statutes made applicable to the Producing Minerals under Federal Law (or some combination of Federal and State Law); and

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By Cathy Scoton

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338

III. all payments received on or after the date hereof in lieu of Production from the Producing Minerals, other than payments that are attributable to periods prior to the Effective Date, including, without limitation:

1) "take or pay" payments and similar payments,

2) payments received in settlement of or pursuant to a Judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract,

3) payments received in buy out or buy down or other settlement of a Production sales contract,

4) payments received under a Gas Balancing Agreement or similar written or oral arrangement, as a result of (or received otherwise in settlement of or pursuant to Judgment rendered with respect to) rights held by Grantor as a result of Grantor (and/or its predecessors in title) taking or having taken less gas from the Producing Minerals, than their ownership of such property right or interest would entitle them to receive, to the extent such payments are attributable to ownership subsequent to the Effective Date hereof,

5) shut-in rental or royalty payments.

The rights and interest described in paragraphs (c), (d), (e) and (f) immediately above are hereinafter referred to as the "Contract, Claims and Other Interests".

SAVE AND EXCEPT and there is reserved to Grantor, the following (the "Excluded Properties"):

a) All cost bearing ownership rights and all obligations of Grantor in the Lands by virtue of its ownership as Lessee, or holding under the original Lessee therein, of any currently effective oil, gas and mineral lease, as to any of the Lands, ("Working Interest"), and all incidental and appurtenant rights to the Working Interest owned or held for use in connection with the Working Interest.

b) All ownership rights of Grantor in any overriding royalty interest, vested or beneficial in nature and created pursuant to any currently effective oil, gas and mineral lease covering lands situated in the State of Nevada.

c) The Records, Contract Claims and Other Interest that relate exclusively to the Non-Producing Minerals.

For the purpose of this Oil, Gas and Mineral Deed and Oil, Gas and Mineral Estate Assignment and Conveyance ("Conveyance"), the term "Oil, Gas and Minerals" shall mean oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate and all other liquid hydrocarbons, associated gases, vaporous substances or minerals in place, or as may be captured, in place in the Lands, or as may be captured from the Lands pursuant to production from a wellbore, together with all sulfur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and other minerals, ores or substances of value situated, or that may be mined from the lands, which are generally not produced from a wellbore in conjunction with the production of oil and gas.

This Conveyance is made with full substitution and subrogation of Grantee in and to all convenants, representations and warranties, if any, theretofore given or made with respect to the Properties, or any part thereof.

Grantor hereby binds itself, its successors or assigns to warrant and forever defend all and singular the properties herein conveyed to Grantee, its successors and assigns, against any person or entity whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor, but not otherwise. Except as specifically herein warranted, Grantor hereby expressly disclaims and negates any other warranty of title, either express or implied.

This Conveyance is made subject to the terms and provisions of that certain Purchase and Sale Agreement dated as of the 25th of November, 1966, by and between Grantor and BROOKS J. BOEDECKER, insofar as said Purchase and Sale Agreement covers the Properties.

EXECUTED as of the date of the acknowledgment of Grantors signature hereto, however, effective as of the 1st day of October, 1996 (the "Effective Date").

ATTESTATION

By: _____
Name: Richard Champion
Title: Secretary

CRESTONE ENERGY CORPORATION

By: _____
Name: Randall C. Thompson
Title: President

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

State of Colorado }
City & }
County of Denver } ss.

BE IT REMEMBERED that I, a Notary Public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, hereby certify that on this 28th day of February, 1997, there appeared before me **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION**, a Colorado Corporation, such corporation being a party to the foregoing instrument and that:

COLORADO, NEW MEXICO, TEXAS, UTAH AND WYOMING

This instrument was acknowledged before me on this day by **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION**, a Colorado corporation, on behalf of said corporation;

MONTANA

Before me on this day personally appeared **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION**, a corporation, and acknowledged to me that such corporation executed the same;

NORTH DAKOTA

On this day, before me personally appeared **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION**, a Colorado Corporation, which corporation is described in and which executed the within instrument, and acknowledged to me that such corporation executed the same;

OKLAHOMA

Before me, a Notary Public in and for said state, on this day personally appeared **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION**, who are to me known to be the identical persons who subscribed the name of **CRESTONE ENERGY CORPORATION** to the foregoing instrument as its President and Secretary, and acknowledged to me that they executed the same as their 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;

KANSAS

This instrument was acknowledged to me on the date set out above by **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION** on behalf of Crestone Energy Corporation;

NEBRASKA

The foregoing instrument was acknowledged before me the date set out above by **RANDALL C. THOMPSON**, who is known to me to be the President and **RICHARD CHAMPION**, who is known to me to be the Secretary of **CRESTONE ENERGY CORPORATION**, a Colorado corporation, on behalf of the corporation;

PENNSYLVANIA

On the date set out above, before me **RANDALL C. THOMPSON**, to me personally known, who, being duly sworn did say that he is the President of **CRESTONE ENERGY CORPORATION**, and **RICHARD CHAMPION**, to me personally known, who, being duly sworn did say that he is the Secretary of **CRESTONE ENERGY CORPORATION**, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors and said **RANDALL C. THOMPSON AND RICHARD CHAMPION** acknowledged said instrument to be the free act and deed of said corporation;

WEST VIRGINIA

State of Colorado, city and county of Denver to wit: I Mary Ann Nichols, a notary of said city and county, do certify that **RANDALL C THOMPSON**, President, and **RICHARD CHAMPION**, Secretary, who signed the writing above bearing the date set out above, for **CRESTONE ENERGY CORPORATION**, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Denver, State of Colorado, this 25th day of February, 1997.

Notary Public - State of Colorado
Print Name: Mary Ann Nichols

My Commission Expires: 8/4/98

By: Mary Ann Nichols
Notary Public (signature)

[redacted] [redacted] [redacted]

WELLBORE ASSIGNMENT AND BILL OF SALE

THIS AGREEMENT, entered into this 10th day of March, 1997, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is 1301 McKinney, Houston, Texas 77010 (hereinafter "Assignor") and Enron Oil & Gas Company, a Delaware corporation, whose mailing address is 1625 Broadway, Suite 1300, Denver, Colorado 80202 (hereinafter "Assignee").

2:15p

RECORDED March 24 1997 M
IN BOOK 104 PAGE 342
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Gail Gordon

DOES WITNESS THAT:

261244

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, it is agreed between the parties as follows, to-wit:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee, without warranty express or implied, all of Assignor's right, title and interest in and to the existing wellbore of the well listed in Exhibit "A" attached hereto and by reference made a part hereof for all purposes from the surface to total depth, and the property interests listed in Exhibit "A" as limited therein, if any, only insofar as said property pertains to the wellbore interest assigned herein, (hereinafter referred to as the "Assigned Premises"), subject to all of the covenants and conditions hereof. Assignor also conveys to Assignee any easements, rights-of-way or other rights of ingress and egress, permits, licenses and orders appertaining to the Assigned Premises, excepting, reserving and retaining therefrom all other such rights unto Assignor with respect to property not conveyed hereby.

2. Bill of Sale. Assignor does hereby convey unto Assignee all of Assignor's right, title and interest in and to the well listed in Exhibit "A" attached hereto, (hereinafter referred to as the "Well") and to the personal property, flow lines, surface equipment, or any other equipment associated therewith (hereinafter referred to as the "Personal Property").

Assignee shall not have the right to use the Assigned Premises, Well, or Personal Property to produce oil or gas from the Mesa Verde formation.

3. No Warranty or Representation by Assignor. This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN CONVEYED, EITHER EXPRESS OR IMPLIED, it being expressly agreed by Assignor and Assignee that ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATION WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, OR OF TITLE TO OR CONDITION OF THE ASSIGNED PREMISES AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning the Assigned Premises, Well and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

Assignee specifically assumes the risk of description, title, and the condition of the Assigned Premises. Assignee has been given the opportunity to inspect the Assigned Premises prior to the effective date including but not limited to the physical and environmental condition, both surface and subsurface, of the Assigned Premises. Assignee may as a part of its environmental assessment test for the presence of

Naturally Occurring Radioactive Materials (hereinafter referred to as "NORM"). After the effective date Assignee agrees to defend, indemnify and hold Assignor harmless from any and all claims arising from the presence of NORM.

4. Reservations. All oil in tanks above the pipeline connections from the Well to the tanks as of 7:00 A.M. on the effective date hereof is not to be part of this agreement, but shall remain the property of Assignor and shall be delivered to the pipeline company for the account of Assignor. All gas produced and the proceeds of gas produced prior to 7:00 A.M. on the effective date hereof shall likewise not be part of this agreement but shall remain the property of Assignor. With the exception of natural gas imbalances, Assignor also reserves and retains all claims and causes of action Assignor may have, as of the effective date, against the purchaser or purchasers of oil or gas from the properties covered by this Wellbore Assignment and Bill of Sale. This agreement further does not include any equipment or lines of the purchaser or purchasers of oil and gas from the Assigned Premises and does not include any of Assignor's work files at field offices serving the Assigned Premises, or any tools, pulling machines, trucks or other equipment that may be located temporarily on the Assigned Premises, and Assignor shall have the right at any time to remove the same from the Assigned Premises.

Assignor shall invoice Assignee for Assignor's share of ending oil tank inventories, and Assignee shall pay such invoice within 30 days of receipt. Assignor shall value the ending oil inventory, and Assignee agrees to pay such invoices, at the value Assignor would have received if oil had been sold to Assignor's oil purchaser on the effective date of sale.

Assignor shall give Assignee reasonable notice of the final gauging of oil inventories, and Assignee shall have the option to jointly gauge such inventories. Assignee and Assignor shall acknowledge in writing the results of final gauging. Regardless of whether Assignee participates in gauging, the results of Assignor's final gauging shall be binding upon Assignee.

5. Transfers. Assignor will, upon request, execute and deliver transfer orders directing purchasers of production to make payment to Assignee on production from the Assigned Premises after 7:00 a.m. on the effective date. Assignor shall make its files and records pertaining to the Assigned Premises available to Assignee for inspection.

6. Taxes and Payables. All credits and payment obligations associated with the Assigned Premises including but not limited to royalties, lease and other forms of contractual payments (including prepayments) and ad valorem, property, and other forms of taxes, which have been paid by Assignor or which have accrued on or before the effective date, shall be prorated between Assignor and Assignee as of the effective date. Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the effective date, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the effective date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale of the Assigned Premises. Assignee shall pay Assignor all state and local sales or use taxes applicable to that portion of the Assigned Premises which is tangible personal property, and Assignor shall remit such amount to the appropriate taxing authority in accordance with applicable law; provided, however, that if Assignee holds a direct payment permit which is valid on the effective date, Assignee shall assume all responsibility for remitting to the appropriate taxing authority the state and local sales and use taxes due, and shall provide Assignor with any exemption certificates or other documentation required under applicable law in lieu of paying Assignor the taxes due. Assignee shall hold harmless and shall indemnify Assignor for any sales or use taxes assessed against Assignor by any taxing authority in respect of the sale of the Assigned Premises, including the amounts of any penalties, interest and attorneys' fee. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes, shall be paid or reimbursed by Assignee. Should this Assignment and Bill of Sale constitute an

isolated or occasional sale and not be subject to sales or use tax with any of the taxing authorities having jurisdiction over this transaction, no sales tax will be collected by Assignor from Assignee. Assignor agrees to cooperate with Assignee in demonstrating that the requirements for an isolated or occasional sale or any other sales tax exemption have been met.

After the effective date, Assignor will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period prior to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignee. Similarly, after the effective date, Assignee will pay only that portion of invoices received pertaining to the Assigned Premises that are applicable to work performed or material received in the period subsequent to the effective date; other charges and invoices will be returned to the vendor for rebilling to Assignor.

Assignor shall retain all rights and obligations regarding outstanding accounts receivable pertaining to the Assigned Premises for periods prior to the effective date. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible.

7. Indemnity of Assignor. (a) Assignee agrees to assume responsibility for and comply with all duties and obligations of Assignor regarding plugging and abandonment of the Well, removal of Personal Property and necessary surface remediation and cleanup, all in accordance with applicable laws, statutes, governmental orders and regulations. Assignee further agrees to defend, release, protect, indemnify and hold Assignor harmless from any and all damage, loss, injury, liabilities or expenses (including but not limited to, reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) arising from Assignee's failure to plug and abandon such Well, remove such Personal Property or perform such remediation and cleanup. Assignee acknowledges that the Assigned Premises have been used for oil and gas drilling and producing operations, transportation operations, related oilfield operations and possibly the storage and disposal of waste materials incidental to or occurring in connection with such operations, and that physical changes in the land may have occurred as a result of such uses and that Assignee has entered into this Agreement on the basis of Assignee's own investigation of the physical condition of the Assigned Premises, including subsurface conditions. Assignee is acquiring the Assigned Premises precisely and only in an "as is and where is" condition and assumes the risk that adverse physical conditions which may not have been revealed by Assignee's investigation are located thereon. Assignee hereby agrees to assume full responsibility for compliance with all obligations, liabilities and regulations concerning all of such conditions, known or unknown, and further agrees to defend, indemnify and hold Assignor harmless (including, but not limited to, indemnification for liability under CERCLA, RCRA, CWA, CAA and all other federal, state and local environmental laws and regulations, as well as all acts, laws and regulations amendatory or supplemental thereto) against any and all damage, loss, injury, liabilities, or expenses (including but not limited to reasonable attorneys' fees and costs of court, reasonable costs of investigating any claim, site assessments, testing and remedial actions) pertaining to the environmental condition of the Assigned Premises (whether relating to periods before or after the Effective Date). Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

(b) Assignee agrees to protect, indemnify and hold Assignor harmless from and against any and all liability, loss, damage, injury and claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way arising from operations or activities related to the Assigned Premises, Well and Personal Property and the contracts and agreements appertaining thereto (whether relating to periods before or after the Effective Date) based upon any theory of negligence, liability without fault or other, and whether based upon any alleged act or omission of Assignor, Assignee or any other party.

(c) Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Assignor's interest in the Assigned Premises subject to this Assignment and Bill of Sale; and this Assignment and Bill of Sale is made expressly subject to all such agreements, leases, easements and other contracts, whether or not the same are herein specifically identified.

8. Broker's Fees. Assignor and Assignee warrant that neither has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this agreement for which the other shall have responsibility. All fees, costs, and expenses incurred by Assignor or Assignee relating to this agreement shall be paid by the party incurring same. All recording and transfer fees shall be paid by Assignee.

9. Effective Date. This agreement shall be effective as of 7:00 A.M. on the 1st day of September, 1996.

10. This agreement constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

11. Waiver Of Consumer Rights. **ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ASSIGNEE'S OWN SELECTION, ASSIGNEE VOLUNTARARILY CONSENTS TO THIS WAIVER.**

12. Conspicuousness/Express Negligence. **THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES, LIABILITIES OR DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.**

13. Successors and Assigns. The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

EXECUTED the day and year first above written, but effective as of the date shown in Paragraph 9 hereof.

ASSIGNOR:
CHEVRON U.S.A. INC.

By: _____
Attorney-in-Fact

ASSIGNEE:
ENRON OIL & GAS COMPANY

By: _____
Title: D. Weaver, Agent & Attorney-in-Fact

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared W. M. Sellers, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Chevron U.S.A. Inc., and acknowledged to me that he executed the same for the purpose and consideration therein expressed as the act and deed of said Chevron U.S.A. Inc.

Given under my hand and seal of office this 10th **day of** March **, 1997.**

BRENDA KAY BARNARD
Notary Public, State of Texas
My Commission Expires
MARCH 13, 1999

Brenda Kay Barnard
Notary Public

STATE OF COLORADO
COUNTY OF Denver

Before me, the undersigned authority, on this day personally appeared D. Weaver **, 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 purpose and consideration therein expressed as the act and deed of said Enron Oil & Gas Company.**

Given under my hand and seal of office this 17th **day of** March **, 1997.**

ERIN BRITT-PENDERY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires
Feb. 23, 1998

Erin Britt-Pendery
Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made part of that certain Wellbore Assignment And Bill Of Sale dated effective September 1, 1996, between Chevron U.S.A. Inc. as Assignor and Enron Oil & Gas Company as Assignee

Big Piney Mesaverde Unit Area
Sublette County, Wyoming

All of Assignor's right, title and interest in and to the existing wellbore of the following Well from the surface to total depth:

WELL NAME	DESCRIPTION
Big Piney Mesaverde Unit # 15-36	**Sec. 36, T29N-R113W: in the NE/4 of the SW/4**

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

OIL AND GAS LEASE

346

THIS AGREEMENT, made and entered into this 1st day of March, 19 97, by and between Larry W. Hubbard and Linda D. Hubbard, Husband & Wife & Wayne F. Hubbard and Travis J. Hubbard

of 4318 E. Stubblefield Court, Idaho Falls, ID 83406-4602, hereinafter called lessor (whether one or more), and Starwood, Inc., A Texas Corporation of P.O. 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 33 North, Range 110 West, 6th P.M.

Section 10: SW/4SE/4
Section 15: W/2NE/4, NW/4 and N/2SW/4

261288

RECORDED March 26 1997 at 2:30p
IN BOOK 104 OF RECORDS PAGE 346
FEES $8.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

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 360.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after 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 depository bank at Address Shown Above, Wyoming, or its successor, which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals hereunder, the sum of $2.00 per net acre, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

Larry W. Hubbard
Larry W. Hubbard
SSN: 520-46-6477

Linda D. Hubbard
Linda D. Hubbard
SSN: 520-62-3246

Wayne F. Hubbard
Wayne F. Hubbard
SSN: 520-11-2899

Travis J. Hubbard
Travis J. Hubbard
SSN: 520-11-4590

STATE OF Idaho
COUNTY OF Bonneville } SS.

(Individual—Wye.)

On this 6th day of March, 19 97, before me personally appeared Larry W. Hubbard and Linda D. Hubbard, 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:

3rd 99 12/26/2001

Kaylene Blakely
Notary Public

STATE OF Idaho
COUNTY OF Bonneville } SS.

(Individual—Wye.)

On this 15th day of March, 19 97, before me personally appeared Wayne F. Hubbard and Travis J. Hubbard, 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:

12/26/2001

Kaylene Blakely
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

GERALD T. TRESNER LIFE
INSURANCE TRUST
WYOMING

ASSIGNMENT AND CONVEYANCE

This Assignment and Conveyance dated as of March 27, 1997, is from NORWEST BANK COLORADO, NATIONAL ASSOCIATION, SUCCESSOR TO NORWEST BANK DENVER, NATIONAL ASSOCIATION, ALSO KNOWN AS NORWEST BANK OF DENVER, N.A., TRUSTEE OF THE TRUST CREATED UNDER THE GERALD T. TRESNER LIFE INSURANCE TRUST UNDER AGREEMENT DATED MAY 18, 1977 ("Grantor"), with an address of 1740 Broadway, Denver, Colorado 80274-8732, to the following ("Grantees") in equal proportions of 50% each:

NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE DEAN G. TRESNER TRUST
CREATED UNDER GERALD T. TRESNER LIFE INSURANCE
TRUST AGREEMENT DATED MAY 18, 1977,
AS AMENDED
1740 Broadway
Denver, Colorado 80274-8732

NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE AMY LYNN LENHERT TRUST
CREATED UNDER GERALD T. TRESNER LIFE INSURANCE
TRUST AGREEMENT DATED MAY 18, 1977,
AS AMENDED
1740 Broadway
Denver, Colorado 80274-8732

By Order Approving Final Report and Accounting and Petition for Distribution (the "Final Order"), dated September 3, 1993, in the District Court of the Sixth Judicial District of the State of Wyoming, in and for Campbell County, In the Matter of the Estate of Gerald T. Tresner, Deceased, Docket 50, No. 4856, recorded as set forth on Schedule I attached hereto, it was ordered, adjudged and decreed by the court that all of the property and assets of the Estate of Gerald T. Tresner, including that property specifically described in the attached Exhibit A-1, together with all other property in the State of Wyoming belonging to Gerald T. Tresner (the "Decedent"), whether or not described in the Final Order (all such property and assets of the Decedent and all the property and rights incident thereto being herein called the "Interests"), be devised and distributed to Grantor. Included in the Interests, although not described in the Final Order, are the oil and gas interests described in the attached Exhibit A-2.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby transfers, grants, bargains, sells, conveys and assigns to Grantees, in equal shares of an undivided one-half (50%) each, all of Grantor's right, title and interest under the Gerald T. Tresner Life Insurance Trust in and to the Interests located in the State of Wyoming, together with any and all rights which may be acquired after the date hereof in and to the Interests by Grantor under the Gerald T. Tresner Life Insurance Trust.

TO HAVE AND TO HOLD the Interests with all and singular the rights, privileges, and appurtenances thereto to Grantees, in the percentages set forth above, and their successors and assigns forever.

261291

RECORDED March 27, 1997 8:25AM
BOOK 104 016 PAGE 351
FEE $ 18.00 COUNTY CLERK
CAMPBELL COUNTY, PINEDALE WYOMING
By Cathy Easton

#233429

[redacted] [redacted] [redacted]

GRANTOR MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES REGARDING THE INTERESTS ASSIGNED HEREUNDER AND THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE FRACTIONAL OR DECIMAL INTERESTS DESCRIBED IN EXHIBIT A HERETO ARE INTENDED TO BE AN AID TO THE GRANTEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BUT THE GRANTOR DOES NOT WARRANT ITS TITLE TO SUCH FRACTIONAL OR DECIMAL INTERESTS.

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

Unless provided otherwise, all recording references in Exhibit A are to 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 Grantor to Grantees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the provisions, 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 as of the date first written above.

NORWEST BANK COLORADO, NATIONAL ASSOCIATION, SUCCESSOR TO NORWEST BANK DENVER, NATIONAL ASSOCIATION, ALSO KNOWN AS NORWEST BANK OF DENVER, N.A., TRUSTEE OF THE TRUST CREATED UNDER THE GERALD T. TRESNER LIFE INSURANCE TRUST UNDER AGREEMENT DATED MAY 18, 1977

By: _____
Jay R. Hansen, Vice President

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

The foregoing instrument was acknowledged before me by Jay R. Hansen, Vice President of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, SUCCESSOR TO NORWEST BANK DENVER, NATIONAL ASSOCIATION, ALSO KNOWN AS NORWEST BANK OF DENVER, N.A., TRUSTEE OF THE TRUST CREATED UNDER THE GERALD T. TRESNER LIFE INSURANCE TRUST UNDER AGREEMENT DATED MAY 18, 1977, this 17th day of March, 1997.

Witness my hand and official seal.

(SEAL)

Carolyn A. Chandler
Notary Public

My commission expires: 1-18-99

EXHIBIT A-1

To Assignment and Conveyance
from NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
TRUSTEE OF THE TRUST CREATED UNDER THE
GERALD T. TRESNER LIFE INSURANCE TRUST
UNDER AGREEMENT DATED MAY 18, 1977, as Grantor
to NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE DEAN G. TRESNER TRUST CREATED UNDER
GERALD T. TRESNER LIFE INSURANCE TRUST AGREEMENT
DATED MAY 18, 1977, AS AMENDED, and
NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE AMY LYNN LENHERT TRUST
CREATED UNDER GERALD T. TRESNER
LIFE INSURANCE TRUST AGREEMENT
DATED MAY 18, 1977, AS AMENDED, as Grantees

a. 0.0266667 overriding royalty interest in: Bitter Creek II Unit, Echo Oil Division, Maynard Oil Co., Lease No. 912250, Owner No. 9065

Township 16 North, Range 99 West, of the 6th P.M., Sweetwater County, Wyoming

Sec. 14: SW¼SW¼
Sec. 15: S½SE¼
Sec. 22: NE¼
Sec. 23: W½NW¼

b. 0.004166500 overriding royalty interest in: Jayson Unit Tract 46, Lease No. 197046, Owner No. 9014, Federal Lease No. W0321202A

Township 46 North, Range 70 West, of the 6th P.M., Campbell County, Wyoming

Sec.11: SE¼

c. 0.003125 overriding royalty interest in: Federal 1-23 (Galaxy Oil), Lease No. 49330004, Owner No. 700542 Federal Lease No. W095594A

Township 42 North, Range 71 West, of the 6th P.M., Campbell, County, Wyoming

Sec. 23: S½

d. .00640600 overriding royalty interest in: Fontenelle II Unit Tract 80, Natural Gas Corp. (NGC)), Lease No. 11-278, Federal Owner No. 5026, Federal Lease No. W28370-1

Township 26 North, Range 112 West, of the 6th P.M., Lincoln County, Wyoming

Sec. 24: Lots 1,2,3, W½E½, W½
Sec. 25: Lots 3,4 W½E½, W½

e. 0.01000000 overriding royalty interest in: Lake Ridge Unit (Exxon), Division Order No. 4647[illegible], Owner No. 876247

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming

Sec. 16: All

f. 0.025000 overriding royalty interest (to a depth of 9,744 feet) in: Roscoe 3-33, (Border Fuel Supply - oil; Greenwood Resources - gas), Lease No. 490151 (Border), Owner No. 4471 (Greenwood)

Township 42 North, Range 71 West, of the 6th P.M., Campbell County, Wyoming

Sec. 33: W½

g. 0.0300000 overriding royalty interest in: Tresner-Van Norman (Nat. Coop. Refinery), (Powder River Petroleum), Tresner Lease #3, Lease No. CP# 91351, Owner No. 91128

Township 40 North, Range 64 West, of 6th P.M., Niobrara County, Wyoming

Sec. 29: NE¼NW¼

h. .03 overriding royalty interest in: Tresner Lease #4, Lease No. CP# 91352, Owner No. 91128

Township 40 North, Range 64 West, of 6th P.M., Niobrara County, Wyoming

Sec. 30: NE¼NE¼

i. 0.001953125 royalty interest in: NON-PRODUCING South Hilight Unit, Tract 35 (88 Oil Company - oil; Apache - gas), Lease No. EEOCO 235-035, Owner No. 9015-1

Township 44 North, Range 70 West, of 6th P.M., Campbell County, Wyoming

Sec. 18: E½

j. 0.008333 overriding royalty interest in: NON-PRODUCING Jayson Unit Tract 10 (88 Oil Co.), Lease No. 197-010 Owner No. 9014

Township 46 North, Range 70 West, of 6th P.M., Campbell County, Wyoming

Sec. 12: SW¼
Sec. 13: W½
Sec. 14: N½

k. 0.025000 overriding royalty interest in: Tresner #1 (Bountiful)

Township 42 North, Range 71 West, of the 6th P.M., Campbell County, Wyoming

Sec. 33: NE/4NW/4

l. .7812 royalty interest in Carnes #2 (88 Oil) (Inexco)

Township 44 North, Range 70 West, of the 6th P.M., Campbell County, Wyoming

Sec. 18: E/2

m. Mineral Interest in: Crews (Texaco)

Township 24 North, Range 114 West, of the 6th P.M., Lincoln County, Wyoming

Sec. 2: Lots 15, 16, 17, 18
Sec. 11: Lots 1, 2, 3, 4, SW/4 SE/4, W/2 SW/4, SE/4 SW/4
Sec. 14: N/2 NW/4, S/2 NW/4
(Containing 914.41 acres, 41.4 net acres)

n. Unleased Unverified Orri

Township 24 North, Range 10 West, of the 6th P.M., Sweetwater County, Wyoming

Sec. 6: All
Sec. 7: All
Sec. 8: All
(1862.04 Gross Acres)

o. 0.005000000 overriding royalty interest in: Radarville #1 (88 Oil Co.) Lease No. St. Lse. 014677A, Owner No. 9015

Township 35 North, Range 89 West, of the 6th P.M., Natrona, County, Wyoming

Sec. 36: SE¼SE¼

p. 0.002500000 overriding royalty interest in: Radarville #2 (88 Oil Co.), Lease No. Fed. W-647C, Owner No. 9015

Township 34 North, Range 89 West, of the 6th P.M., Natrona County, Wyoming

Sec 1: Lots 1 & 2

q. 0.0250 overriding royalty, 0.25 working interest in: Lucinda Graves lease

Township 16 North, Range 65 West, of the 6th P.M., Laramie County, Wyoming

Sec. 10: S½NE¼, N½SE¼

r. All other assets of the Wyoming estate of Gerald T. Tresner, whether now known or hereafter discovered, whether or not mentioned in these probate proceedings.

[redacted] [redacted] [redacted]

EXHIBIT A-2

To Assignment and Conveyance
from NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
TRUSTEE OF THE TRUST CREATED UNDER THE
GERALD T. TRESNER LIFE INSURANCE TRUST
UNDER AGREEMENT DATED MAY 18, 1977, as Grantor
to NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE DEAN G. TRESNER TRUST CREATED UNDER
GERALD T. TRESNER LIFE INSURANCE TRUST AGREEMENT
DATED MAY 18, 1977, AS AMENDED, and
NORWEST BANK COLORADO, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE AMY LYNN LENHERT TRUST
CREATED UNDER GERALD T. TRESNER
LIFE INSURANCE TRUST AGREEMENT
DATED MAY 18, 1977, AS AMENDED, as Grantees

1. A 100% operating rights interest in and to the entire leasehold estate created by United States Oil and Gas Lease Serial No. W-29334 covering the following described land in Sweetwater County, Wyoming:

Township 16 North, Range 99 West, 6th P.M.
Section 20: All;
Section 22: W/2, SE/4;
Section 28: All.

2. A 3% overriding royalty interest in and to the entire leasehold estate created by United States Oil and Gas Lease Serial Number WYO - 3341 dated effective January 1, 1967, covering the following described land in Lincoln County, Wyoming:

Township 24 North - Range 114 West, 6th P.M.
Section 13: Lots 1, 2, 3, 4, W/2E2, W/2 All;
Section 14: S/2N/2, S/2;
Section 15: S/2N/2, N/2SW/4, SE/4SW4, SE/4;

containing 1578.96 acres more or less.

#233429

SCHEDULE I

Recording Schedule

A certified copy of the Order Approving Final Report and Accounting and Petition for Distribution, dated September 3, 1993, in the District Court of the Sixth Judicial District of the State of Wyoming in and for Campbell County, In the Matter of the Estate of Gerald T. Tresner, Deceased, Docket 50, No. 4856 was recorded in the following counties in Wyoming:

County	Date Filed	Recording Data
Campbell County	9/15/93	Book 1257/Page 636 Photos No. 676223
Laramie County	9/14/93	Book 1353/Page 0756 No. 126597
Lincoln County	9/16/93	Book 335PR/Page 545 No. 771510
Natrona County	9/15/93	Instrument No. 530726
Niobrara County	9/15/93	Book 378/Page 467 No. 349068
Sublette County	9/17/93	Book 62/Page 44 Misc. No. 243154
Sweetwater County	10/1/93	Book 841/Page 1719 No. 1146887

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that ULTRA PETROLEUM (USA) INC., whose address is 609 West Hastings Street, Suite 1100, Vancouver, B. C. V6B 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

		Percent
Richard Gerald Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.5%	0.3125%
Beryl Lucille Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.5%	0.3125%
Richard Todd Albertus 6956 Brook Forest Road Evergreen, Colorado 80439	1/4 of 1/2 of 2.5%	0.3125%
Michelle Marie Strobel 270 Choctaw Lyons, Colorado 80540	1/4 of 1/2 of 2.5%	0.3125%
Patricia Granger Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/2 of 1/2 of 2.5%	0.625%
Leah Rachael Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.5%	0.2083333%
Marcus Garrett Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.5%	0.2083333%
Alexander Drake Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.5%	0.2083334%

BEING in all a total of an undivided 2.5% overriding royalty proportionately reduced to Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the leases situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

EXECUTED this 7th day of March, 1997, but effective as of May 1, 1996.

ULTRA PETROLEUM (USA) INC.

By: _____
Marc A. Bruner
Director

261309

RECORDED March 28, 1997 10:10AM
IN BOOK 104 Oro PAGE 358
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

ACKNOWLEDGMENT

STATE OF COLORADO

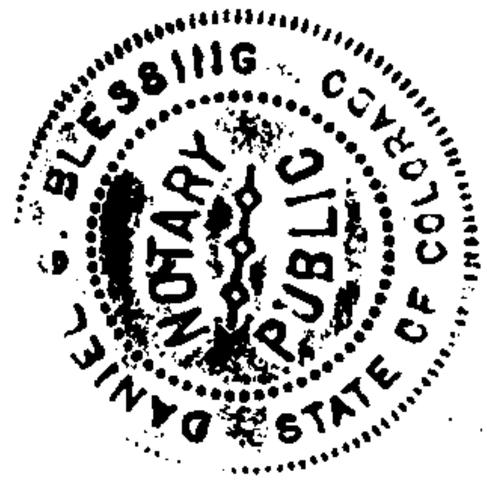
COUNTY OF Denver

BE IT KNOWN, that on this 7th day of March, 1997, before me, the undersigned authority, personally came and appeared MARC A. BRUNER appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

6/2/99

Daniel L. Blessing
NOTARY PUBLIC



[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
DATED THE 7th DAY OF MARCH, 1997

Lease No.	Lessee	Lease Description
W-101749	CNG Producing Co.	**T29N-R106W, 6th P. M.** Section 29: NW, NESW, S/2SW Section 31: Lot 1-4, E/2, E/2W/2 Section 32: W/2, SE Section 33: SW

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that ULTRA PETROLEUM (USA) INC., whose address is 609 West Hastings Street, Suite 1100, Vancouver, B. C. V6B 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

		Percent
Richard Gerald Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.0%	0.25%
Beryl Lucille Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.0%	0.25%
Richard Todd Albertus 6956 Brook Forest Road Evergreen, Colorado 80439	1/4 of 1/2 of 2.0%	0.25%
Michelle Marie Strobel 270 Choctaw Lyons, Colorado 80540	1/4 of 1/2 of 2.0%	0.25%
Patricia Granger Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/2 of 1/2 of 2.0%	0.5%
Leah Rachael Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.0%	0.1666667%
Marcus Garrett Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.0%	0.1666667%
Alexander Drake Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.0%	0.1666666%

BEING in all a total of an undivided 2.0% overriding royalty proportionately reduced to Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the leases situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

EXECUTED this 7th day of March, 1997, but effective as of May 1, 1996.

ULTRA PETROLEUM (USA) INC.

By: _____
Marc A. Bruner
Director

261310

RECORDED March 28, 1997 10:00 AM
IN BOOK 104 Pg 6 PAGE 361
FEES $12.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF Denver

BE IT KNOWN, that on this 4th day of March, 1997, before me, the undersigned authority, personally came and appeared MARC A. BRUNER appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

6/2/99

Daniel S. Blessing
NOTARY PUBLIC

DANIEL S. BLESSING NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE 7th DAY OF MARCH, 1997

Lease No.	Lessee	Lease Description
W-104167	CNG Producing Co.	**T28N-R106W, 6th P. M.** Section 3: Lots 1-4, S/2S/2 Section 4: Lot 1, S/2S/2 Section 5: Lot 2, S/2SW, SWSE Section 6: Lots 5-9, SESW, S/2SE Section 7: Lots 1-4, E/2, E/2W/2 Section 8: NWNE, NW, SESW, NESE, S/2SE
W-104179	CNG Producing Co.	**T28N-R107W, 6th P. M.** Section 1: S/2 Section 2: Lots 1 & 2, S/2 Section 12: All
W-104180	CNG Producing Co.	**T28N-R107W, 6th P. M.** Section 3: Lots 2 & 3, S/2 Section 10: All Section 11: All Section 13: All Section 14: E/2 Section 23: NE Section 24: N/2, SW, N/2SE, SWSE
W-104181	CNG Producing Co.	**T28N-R107W, 6th P. M.** Section 26: W/2, SE Section 27: E/2 Section 35: All
W-104182	CNG Producing Co.	**T29N-R107W, 6th P. M.** Section 34: E/2SW, SE Section 35: All
W-104799	CNG Producing Co.	**T28N-R107W, 6th P. M.** Section 14: W/2 Section 15: All Section 22: All
W-104800	CNG Producing Co.	**T29N-R107W, 6th P. M.** Section 34: N/2
		T28N-R107W, 6th P. M. Section 1: Lots 3 & 4 Section 4: Lot 2, SW, E/2SE Section 5: Lots 1 & 2 Section 9: All

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Exhibit "A" continued
Page 2

Lease No.	Lessee	Lease Description
W-105475	CNG Producing Co.	**T29N-R106W, 6th P. M.** Section 25: SE Section 29: NWSW
W-108079	CNG Producing Co.	**T28N-R107W, 6th P. M.** Section 6: Lot 1, Lots 5-9, NESE, S/2SE Section 7: E/2 Section 8: All Section 21: All Section 28: All

Rlsd. Bk 114 Pg 346 3/14/00

365

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 11th day of November, 19 93, by and between

TED LANCE HIGGINS

of 23574 Hwy. 287, Springfield, Colorado 81073

STARWOOD, INC., a Texas Corporation of 73 North Ranch Road, Littleton, CO 80127-5775, hereinafter called lessor (whether one or more), and

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

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

261337

RECORDED March 31 1997 AT 18:56
IN BOOK 104 OF 6 (PAGE 365)
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deb Scoles

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 1,856.61 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf) shall on or before such date, shall pay or tender to lessor, or to lessor's credit in the at Lessor's address shown above, (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of *THREE THOUSAND SEVEN HUNDRED THIRTEEN AND 22/100* * DOLLARS ($ 3,713.22), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft and may be delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or to the lessor at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ted Lance Higgins

STATE OF Wyoming
COUNTY OF Carbon } SS.

(Individual—Wyo.)

On this 19th day of November, 1993, before me personally appeared Ted Lance Higgins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My commission expires:
Sept 25, 1996

BARBARA MUSGRAVE - NOTARY PUBLIC
County of Carbon State of Wyoming
My Commission Expires Sept. 25, 1996

Barbara Musgrave
Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

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

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

On this day of, 19, before me appeared, to me personally known, who, being by me duly sworn, did say that he is the President of, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, a 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:

[illegible] COUNTY CLERK
[illegible] DEPUTY
RECORDED [illegible]

Notary Public

STATE OF
COUNTY OF } SS.

(Certificate of Recording)

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

Register of Deeds By Deputy

AFTER RECORDING, RETURN TO:

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 11th day of November, 1993 from TED LANCE HIGGINS, as Lessor and STARWOOD INC., a Texas Corporation, as Lessee.

Township 31 North, Range 110 West, 6th P.M.

Section 4:	**W/2SW**
Section 5:	**SWNE, S/2NW, S/2**
Section 6:	**SENE, E/2SE**
Section 7:	**E/2NE**
Section 8:	**E/2, SW, W/2NW**
Section 9:	**W/2W/2, E/2SW, SWSE**
Section 16:	**Lots 1(39.78), 2(21.76), 3(35.07), NE, NENW**

Containing 1,856.61 acres, more or less, and located in Sublette County, Wyoming

Signed for Identification:

X Ted Lance Higgins
Ted Lance Higgins

X_____

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

W-36422

Type or print plainly in ink and sign in ink.

1. Transferee (Sublessee)* TBI EXPLORATION, INC PART A: TRANSFER
Street f/k/a Presidio Exploration, Inc.
City, State, ZIP Code 5613 DTC Parkway, Suite 750
P.O. Box 6525
Englewood, Colorado 80155-6525

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 22: NW¼ Limited in depth from the surface of the earth down to the base of the stratigraphic equivalent of 11,044 feet as encountered in the True Federal #10-22 well located in the NW¼ of Section 22, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming	.12375 OR	.12375 OR	-0-	-0-	as of record

261344
2:45p
RECORDED March 31 1997 M
IN BOOK 104 OR PAGE 368
FEES $8.00 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)

STATE OF Kansas
COUNTY OF Sedgwick } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 20th day of February, 19 97, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Alan L. DeGood, Vice president of Space Resources, Inc.,

a corporation of the State of Minnesota, 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 September 27, 1998

PETER J. COAKLEY
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 9-27-98

Peter J. Coakley
Notary Public
Peter J. Coakley

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 20th day of February, 1997, but effective as of June 1, 1994.

Name of Tansferor as shown on current lease:
SPACE RESOURCES, INC.

Transferor Alan L. DeGood, Vice-President

Executed this 18th day of March, 1997.

TBI EXPLORATION, INC. (f/k/a Presidio Exploration, Inc.

Transferee Richard B. Porter, Attorney-in-Fact

SEE ATTACHED ACKNOWLEDGMENT

Address:
155 N. Market, Suite 710
Wichita, Kansas 67202

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

ROYALTY DEED

Collette White, Grantor for and in consideration of ten dollars ($10.00) and other good and valuable consideration to her in hand paid, the receipt for which is hereby acknowledged, does hereby sell , assign, transfer, and convey unto Colleen Armstrong, Grantee, 100% (one hundred percent) all of my overriding royalty interest in all oil, gas and other minerals produced and saved from U.S. Oil and Gas Lease No. Evanston 09561-A, covering the following described lands, situated in Sublette County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

T. 27 N.,R. 113 W., 6th P.M.:

Sec. 17 - NE¼ SW¼,E/2 NW/4,E/2
Sec. 20 - NE¼

DATED: This 3rd day of March, 1997.

Collette White

STATE OF Nevada)
County of Nye)

The foregoing instrument was acknowledged before me by Collette White, Grantor, the 3rd day of March 1997.

Witmess my hand and official seal.

Notary Public

My comission expires:

8/13/98

ADDRESS OF GRANTEE:
3029 Inez Ave.
Yucca Valley, Ca. 92284

261378

NOTARY PUBLIC
STATE OF NEVADA
County of Nye
JOE HARTSHORNE
My Appointment Expires August 13, 1998

RECORDED April 2, 19.97 9:35 AM
BOOK 104 OF 6 PAGE 370
$ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

371

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **Stanley Energy W., Inc.**, of 1776 Lincoln Street, Suite 410, Denver, Colorado 80203 (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the overriding royalty interest set opposite their names. Said overriding royalty interest shall pertain to all oil, gas casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

Assignees	8/8ths ORRI Interest Assigned
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, Colorado 80203	0.91666%
High Plains Associates, Inc. 1557 Ogden Street, Suite 300 Denver, Colorado 80218	0.50000%
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.41667%
Scott R. Clark 9830 Xavier Court Westminster, Colorado 80030	0.41667%
Mark E. Brown 7753 South Hill Drive Littleton, Colorado 80203	0.08125%
Robert W. McDermott 1080 South York Street Denver, Colorado 80209	0.06875%
Pepco, Inc. 3901 South Cherry Street Englewood, Colorado 80110	0.10000%
Total ORRI Assigned:	2.50% of 8/8ths

261411

RECORDED April 4 1997 AT 8:45a
IN BOOK 104 PAGE 621
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jackson

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their respective heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVF this 1st day of March, 1997.

STANLEY ENERGY W., INC.

STANLEY ENERGY W., INC. CORPORATE SEAL COLORADO

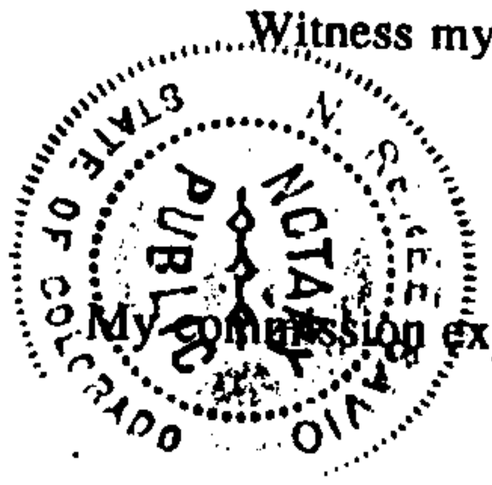
By: Stephanie Bernard
Assistant Secretary

By: Mark E. Brown
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of March, 1997 by Mark E. Brown as Vice President of Stanley Energy W., Inc.

Witness my hand and notary seal.



Notary Public

My commission expires: 4-19-99

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective March 1, 1997, by and between Stanley Energy W., Inc. and Stanley Energy W., Inc. etals

LEASE SCHEDULE

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
U.S.A. WYW-125501	Holmes P. McLish	11/1/1991	Township 27 North, Range 109 West, 6th P.M. Section 27: SW4 Section 34: N2NW4, SW4NW4 Containg 280.00 acres, more or less Sublette County, Wyoming

373

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **High Plains Associates, Inc.**, of 1557 Ogden Street, Suite 300, Denver, Colorado 80218 (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, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the overriding royalty interest set opposite their names. Said overriding royalty interest shall pertain to all oil, gas casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

Assignees	**8/8ths ORRI Interest Assigned**
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, Colorado 80203	1.2000%
High Plains Associates, Inc. 1557 Ogden Street, Suite 300 Denver, Colorado 80218	0.5000%
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.5000%
Scott R. Clark 9830 Xavier Court Westminster, Colorado 80030	0.5000%
Mark E. Brown 7753 South Hill Drive Littleton, Colorado 80203	0.0975%
Robert W. McDermott 1080 South York Street Denver, Colorado 80209	0.0825%
Pepco, Inc. 3901 South Cherry Street Englewood, Colorado 80110	0.1200%
Total ORRI Assigned:	3.00% of 8/8ths

261412

RECORDED April 4 1997 AT 8:45a
IN BOOK 104 PAGE 374
FEES $ 10.00
SUBLETTE COUNTY, WYOMING
By Cathy Sexton

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their respective heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVE this 1st day of March, 1997.

ATTEST:

[redacted] Baalman
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: Jonathan S. Roderick
Jonathan S. Roderick
Vice President

375

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of March, 1997 by Jonathon S. Roderick as Vice President of High Plains Associates, Inc.

Witness my hand and notary seal.

Lynn A. McBride
Notary Public

My commission expires: 2/11/2001

LYNN A. McBRIDE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 11, 2001

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective March 1, 1997, by and between High Plains Associates, Inc. and Stanley Energy W., Inc. etals

LEASE SCHEDULE

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
U.S.A. WYW-120612	Ronald R. Dawursk	7/1/1990	Township 27 North, Range 109 West, 6th P.M. Section 17: All Section 18: Lots 1-4, E2, E2W2 Containing 1228.88 acres, more or less Sublette County, Wyoming
U.S.A WYW-120615	Ronald R. Dawursk	7/1/1990	Township 27 North, Range 109 West, 6th P.M. Section 28: All Containing 640.00 acres, more or less Sublette County, Wyoming
U.S.A. WYW-120617	Ronald R. Dawursk	7/1/1990	Township 27 North, Range 109 West, 6th P.M. Section 31: Lots 1-4, E2, E2W2 Section 32: All Containing 1236.08 acres, more or less Sublette County, Wyoming
U.S.A. WYW-120618	Ronald R. Dawursk	7/1/1990	Township 27 North, Range 109 West, 6th P.M. Section 33: All Containing 640 acres, more or less Sublette County, Wyoming

3.76

377

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **High Plains Associates, Inc.**, of 1557 Ogden Street, Suite 300, Denver, Colorado 80218 (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, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the overriding royalty interest set opposite their names. Said overriding royalty interest shall pertain to all oil, gas casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

Assignees	8/8ths ORRI Interest Assigned
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, Colorado 80203	0.741666%
High Plains Associates, Inc. 1557 Ogden Street, Suite 300 Denver, Colorado 80218	0.25000%
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.291667%
Scott R. Clark 9830 Xavier Court Westminster, Colorado 80030	0.291667%
Mark E. Brown 7753 South Hill Drive Littleton, Colorado 80203	0.056875%
Robert W. McDermott 1080 South York Street Denver, Colorado 80209	0.048125%
Pepco, Inc. 3901 South Cherry Street Englewood, Colorado 80110	0.070000%
Total ORRI Assigned:	1.75% of 8/8ths

261413

RECORDED April 4 1997 AT 8:45 A.M.
IN BOOK 120 PAGE 377
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cindy Rooney

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their respective heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVE this 1st day of March, 1997.

ATTEST:

By: _____
Lynne Baalman
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: _____
Jonathon S. Roderick
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of March, 1997 by Jonathon S. Roderick as Vice President of High Plains Associates, Inc.

Witness my hand and notary seal.

Lynn A. McBride
Notary Public

My commission expires: 2/11/2001

LYNN A. McBRIDE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 11, 2001

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective March 1, 1997, by and between High Plains Associates, Inc. and Stanley Energy W., Inc. etals

LEASE SCHEDULE

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
U.S.A. WYW-120613	Sante Fe Energy Resources, Inc.	7/1/1990	Township 27 North, Range 109 West, 6th P.M. Section 19: Lots 1 & 2, NE4, E2NW4 Section 20: All Section 21: All Containing 1575.36 acres, more or less Sublette County, Wyoming

379

[redacted] **ASSIGNMENT OF OVERRIDING ROYALTY INTEREST** [redacted]

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **High Plains Associates, Inc.**, of 1557 Ogden Street, Suite 300, Denver, Colorado 80218 (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, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the overriding royalty interest set opposite their names. Said overriding royalty interest shall pertain to all oil, gas casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

Assignees	**8/8ths ORRI Interest Assigned**
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, Colorado 80203	3.75000%
High Plains Associates, Inc. 1557 Ogden Street, Suite 300 Denver, Colorado 80218	0.5000%
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	1.25000%
Scott R. Clark 9830 Xavier Court Westminster, Colorado 80030	1.25000%
Mark E. Brown 7753 South Hill Drive Littleton, Colorado 80203	0.24375%
Robert W. McDermott 1080 South York Street Denver, Colorado 80209	0.20625%
Pepco, Inc. 3901 South Cherry Street Englewood, Colorado 80110	0.30000%
Total ORRI Assigned:	7.50% of 8/8ths

261414

RECORDED April 4 1997 AT 8:45 AM
IN BOOK 120 OPR PAGE 380
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Lawton

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their respective heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVE this 1st day of March, 1997.

ATTEST:

Lynne Baalman
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: Jonathon S. Roderick
Jonathon S. Roderick
Vice President

381

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of March, 1997 by Jonathan S. Roderick as Vice President of High Plains Associates, Inc.

Witness my hand and notary seal.

Lynn A. McBride
Notary Public

My commission expires: 2/11/2001

LYNN A. McBRIDE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 11, 2001

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective March 1, 1997, by and between High Plains Associates, Inc. and Stanley Energy W., Inc. etals

LEASE SCHEDULE

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
U.S.A WYW-133763	High Plains Associates, Inc.	10/1/1994	Township 27 North, Range 109 West, 6th P.M. Section 15: SE4SW4, S2SE4 Section 22: All Containing 760.00 acres, more or less Sublette County, Wyoming
U.S.A. WYW-133766	High Plains Associates, Inc.	10/1/1994	Township 27 North, Range 109 West, 6th P.M. Section 27: N2, SE4 Section 34: NE4, SE4NW4, S2 Section 35: All Containing 1640.00 acres, more or less Sublette County, Wyoming
U.S.A WYW-133767	High Plains Associates, Inc.	10/1/1994	Township 27 North, Range 109 West, 6th P.M. Section 29: All Section 30: Lots 1-4, E2, E2W2 Containing 1233.04 acres, more or less Sublette County, Wyoming

382

ASSIGNMENT

The undersigned, MARGUERITE P. BROWN a/k/a MARGUERITE A. BROWN of 2729 D Greenbriar, Jonesboro, AR 72401, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, assigns and transfers to MARGUERITE P. BROWN, TRUSTEE OF THE MARGUERITE P. BROWN REVOCABLE TRUST DATED NOVEMBER 26, 1996 of 2729 D Greenbriar, Jonesboro, AR 72401, and unto her successors and assigns, all of my right, title and interest, including any and all overriding royalty interests, in and in any way pertaining to the following described property situated in Sublette County, Wyoming:

The East One-Half (E½) of the Southeast Quarter (SE¼) of Section 28, and the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 33, all in Township 27 North, Range 113 West.

Dated this 28th day of March, 1997.

Marguerite P. Brown

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Marguerite P. Brown, to me well known, and stated that she had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 28th day of March, 1997.

Rusty M. Dancer
Notary Public

My Commission Expires:

OFFICIAL SEAL
RUSTY M. DANCER
NOTARY PUBLIC- ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 10-22-2003

261444

FILED April 7 1997 2:35 PM
BOOK 104 Q+G PAGE 383
6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

261471

RECORDED April 9 1997 M 12:50p
IN BOOK 104, O&G PAGE 384
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carl Saxton

AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of March 26, 1997, is between MCMURRY OIL COMPANY, a Wyoming corporation ("Debtor"), Tax I.D. No. 83-0260973, Box 220, Casper, Wyoming 82602, and NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association (herein called "Norwest Colorado"), 1740 Broadway, Denver, Colorado 80274-8699.

RECITALS

A. Debtor 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 as follows:

State	County or Office	Filing Date	Recording Data Book	Page
Oklahoma	Roger Mills	11/22/93	1374	103
Wyoming	Natrona	11/29/93	Rec. #534482	
Wyoming	Park	11/22/93	237	896
Wyoming	Sublette	11/23/93	95 O&G	441
Wyoming	Uinta	11/22/93	622	657

B. Norwest Wyoming executed and delivered to Norwest Colorado 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 as follows:

State	County or Office	Filing Date	Recording Data Book	Page
Oklahoma	Roger Mills	12/11/95	1479	520
Wyoming	Natrona	12/11/95	Rec. #571412	
Wyoming	Park	12/11/95	276	635
Wyoming	Sublette	12/11/95	102 O&G	642
Wyoming	Uinta	12/11/95	657	142

C. Unless otherwise defined herein, terms defined in the Original Mortgage, as assigned pursuant to the Assignment (the "Mortgage"), shall have the same meanings when used herein.

D. If necessary for the recordation hereof, the counterparts hereof to be recorded in the counties listed in Recitals A and B above shall have attached thereto as Exhibit "A" a description of land heretofore covered by the Mortgage; provided that, notwithstanding the inclusion on Exhibit "A" of the description of any property heretofore covered by the Mortgage, to the extent that any property described on Exhibit "A" has heretofore been partially released of record from the Mortgage, its inclusion on Exhibit "A" is not intended, and shall not be deemed, to re-subject any such partially released property to the liens and security interests created pursuant to the Mortgage.

E. The parties wish to amend the Mortgage as described herein.

AMENDMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Norwest Colorado to Debtor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage shall be amended as follows:

1. The following shall be substituted for the paragraph numbered 1 in the definition of "Collateral" on page 1 of the Mortgage:

> 1. All of the right, title and interest of Debtor, whether now owned or hereafter acquired (the "Interests"): (a) in and to all of the fee estates, mineral estates, leasehold estates, oil and gas leases, oil, gas and mineral leases, licenses, subleases and sublicenses described or referred to in Exhibit "A" attached hereto and made a part hereof, and (b) in and to any other interests covering or relating to all or any part of the land described in Exhibit "A" or the description of which is incorporated in Exhibit "A" (the "Land");

2. The following shall be substituted for Section 1.1.A on page 3 of the Mortgage:

> A. Payment of and performance of all obligations of Debtor under or in connection with: (1) the promissory note dated March 28, 1997, as heretofore or hereafter amended, extended, modified or substituted for (the "Revolving Note"), made by Debtor, in the face amount of $1,000,000, payable to the order of Norwest on or before December 31, 1997 (unless payable sooner pursuant to the terms of the Credit Agreement), with interest at the rate specified in the Credit Agreement, which rate at

the date hereof is an annual rate equal to: (a) prior to maturity or default, the fluctuating interest rate announced publicly by Norwest from time to time as its prime rate, which may not be the lowest interest rate charged by Norwest (the "Prime Rate"), which Prime Rate is 8.5 percent per annum as of March 26, 1997, plus three-quarters of one percentage point per annum, and (b) after maturity or default, the Prime Rate, as in effect upon the date of maturity or default, plus five percentage points per annum; and (2) the promissory note dated March 28, 1997, as heretofore or hereafter amended, extended, modified or substituted for (the "Note"), made by Debtor, in the face amount of $1,500,000, payable to the order of Norwest on or before December 31, 2001 (unless payable sooner pursuant to the terms of the Credit Agreement), with interest at the rate specified in the Credit Agreement, which rate at the date hereof is an annual rate equal to: (a) prior to maturity or default, the fluctuating Prime Rate, adjustable the day of any change in such rate, plus one and one-quarter percentage points per annum, and (b) after maturity or default, the Prime Rate, as in effect upon the date of maturity or default, plus five percentage points per annum;

3. All references in the Mortgage to the "Credit Agreement" shall be deemed to refer to the Amended and Restated Credit Agreement dated as of March 28, 1997, between Debtor and Norwest Colorado, as the same may now be in effect or may hereafter be amended, restated, extended, revised or otherwise modified.

GRANT

Debtor hereby:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages and conveys, and grants a security interest in, the Collateral to Norwest Colorado, WITH POWER OF SALE, for the security and benefit of Norwest Colorado; and

B. Assigns to Norwest Colorado all of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests, together with all amounts that become payable to Debtor with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

TO HAVE AND TO HOLD the Collateral to Norwest Colorado and its successors and assigns forever, for the security and benefit of Norwest Colorado and its successors and assigns.

MISCELLANEOUS

This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and Norwest Colorado, including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years after the date of execution and delivery of this Instrument.

EXECUTED as of the date first above written.

ATTEST:
McMURRY OIL COMPANY
CORPORATE SEAL
STATE OF WYOMING

W. F. McMurry,
Secretary

(SEAL)

McMURRY OIL COMPANY

By: _____
John W. Martin,
President

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

By: _____
J. Thomas Reagan,
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 27 day of March, 1997, by John W. Martin, as President of McMURRY OIL COMPANY, a Wyoming corporation, on behalf of said corporation. Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

(SEAL)

ANNITA EALUM NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 16, 2000

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

31st The foregoing instrument was acknowledged before me this day of March, 1997, by J. Thomas Reagan, as Vice President of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Witness my hand and official seal.

Mary A. Anderson
Notary Public

My commission expires: My Commission expires August 30, 1997

(SEAL)

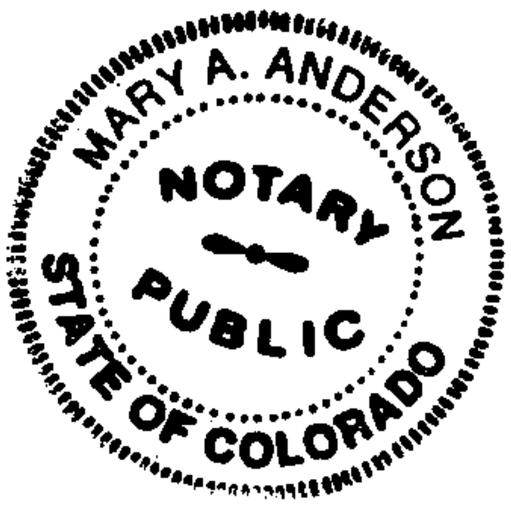


EXHIBIT "A"

Sublette COUNTY, Wyoming

LIST OF PROPERTIES

DATE OF LEASE	LESSOR	LESSEE	DESCRIPTION OF LEASE	RECORDING BOOK	PG.
1/1/92	USA W-125943	High Plains Energy	T28N-R108W Sec 5: All Sec 6: All Sec 7: All Sec 18: All		
1/1/92	USA W-125944	High Plains Energy	T28N-R108W Sec 8: All T29N-R108W Sec 32: All Sec 33: All		
5/1/67	USA W-5627B	Samuel Mandel	T28N-R108W Sec 9: All		
2/1/77	USA W-57521	Dorothy Trommeter	T28N-R108W Sec 2: All Sec 3: All Sec 4: All Sec 10: All Sec 11: All	81	86
8/1/86	USA W-100902	Eugene Wait	T29N-R108W Sec 34: All Sec 35: All	79	337

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: THAT **Donald B. Anderson Ltd., 6400 South Fiddler's Green Circle, Suite 1750, Englewood, CO 80111** hereinafter referred to as **Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby transfer, bargain, sell, grant, assign and convey, subject to any conditions, exceptions or reservations which may be hereinafter stated unto the following named parties, hereinafter collectively referred to as Assignee, an undivided overriding royalty interest set out opposite their names, as follows:**

261488

NAME	INTEREST
Joseph C. Anderson 6400 South Fiddler's Green Circle Suite 1750 Englewood, CO 80111	4.00%
Pamela B. Larson 10604 W. Quarles Avenue Littleton, Colorado 80127	1.00%

3:15p
RECORDED April 10 1997 M
IN BOOK ADJ 016 PAGE 390
FEES $ 32.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

In and to all the oil, oil-well casinghead gas, gas-well gas, all other hydrocarbons in liquid or gas phase and all gases whether or not combustible, (collectively, "oil and gas") that may be in, under, attributable to or produced, saved and marketed from the oil and gas leases located in Sublette County, Wyoming and described in Exhibit "A" attached hereto and made a part hereof.

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

The overriding royalty interest herein conveyed shall not, in any event, be paid or accrued upon any oil and gas used for operating, development or production purposes upon the oil and gas lease or unavoidably lost or on gas introduced into the production formation in connection with recycling operations or pressure maintenance operations benefiting said land.

Assignee, by its acceptance hereof, agree and consent that if the aforesaid lease covers less than the entire and undivided mineral estate in the land purported to be covered by the aforesaid lease, then said overriding royalty interest shall be reduced to that ratio which the mineral interest actually covered by said lease bears to the entire and undivided mineral estate in said tract of land; further if Assignor owns less than 100% interest in the oil and gas lease, then the overriding royalty shall be reduced to that ratio which Assignor's actual interest owned bears to 100% working interest in the oil and gas lease; and further if lease covers less than 100% interest in a spacing unit establish by rule or order of the Wyoming Oil and Gas Conservation Commission, then the overriding royalty shall be reduced to that ratio which the number of surface acres covered by the lease and included within the spacing unit bears to the total surface acres within the spacing unit.

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

EXECUTED THIS 7TH day of April, 1997.

DONALD B. ANDERSON LTD.

Joseph C. Anderson, Partner

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

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

This 7th day of April, 1997.

WITNESS my hand and official seal.

My commission expires:

JULY 17, 1999

Notary Public

VINCENT CHAVEZ NOTARY SEAL STATE OF COLORADO

STATEMENT OF ASSIGNEE'S QUALIFICATION TO HOLD OVERRIDING ROYALTY INTERESTS

1. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of Sec. 41 of the Mineral Leasing Act.

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

Dated this 7TH day of April, 1997.

Joseph C. Anderson

Pamela B. Larson

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST FROM DONALD B. ANDERSON LTD. TO JOSEPH C. ANDERSON AND PAMELA B. LARSON

SUBLETTE COUNTY, WYOMING

Lease Number:	00075-U-9104-00
Lessor Name :	WYW-134472-USA/BLM
Lessee Name :	DONALD B. ANDERSON LTD.
Effect. Date:	November 1, 1994
Gross Acres :	40.00
Legal Desc. :	**TOWNSHIP 32 NORTH, RANGE 114 WEST, 6th P.M.** Section 12: NE/4SW/4
Lease Number:	00075-U-9111-00
Lessor Name :	WYW-136333-USA/BLM
Lessee Name :	DONALD B. ANDERSON LTD.
Effect. Date:	May 1, 1995
Gross Acres :	239.41
Legal Desc. :	**TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M.** Section 18: Lots 3, 4, E/2SW/4, SW/4SE/4, TRACTS 41,42,43,53,54,59
Lease Number:	00075-U-9112-00
Lessor Name :	WYW-136334-USA/BLM
Lessee Name :	DONALD B. ANDERSON LTD.
Effect. Date:	May 1, 1995
Gross Acres :	360.00
Legal Desc. :	**TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M.** Section 20: W/2, SW/4SE/4
Lease Number:	00075-U-9115-00
Lessor Name :	WYW-136833-USA/BLM
Lessee Name :	DONALD B. ANDERSON LTD.
Effect. Date:	July 1, 1995
Gross Acres :	40.00
Legal Desc. :	**TOWNSHIP 28 NORTH, RANGE 112 WEST, 6th P.M.** Section 34: NW/4NE/4

Lease Number: 00075-U-9117-00
Lessor Name : WYW-137244-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: September 1, 1995
Gross Acres : 1360.00
Legal Desc. : **TOWNSHIP 28 NORTH, RANGE 111 WEST, 6th P.M.**
Section 9: E/2NE/4
Section 34: All
Section 35: All

Lease Number: 00075-U-9128-00
Lessor Name : WYW-139781-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: September 1, 1996
Gross Acres : 80.00
Legal Desc. : **TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.**
Section 18: E/2SE/4

Lease Number: 00075-U-9129-00
Lessor Name : WYW-139782-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: September 1, 1996
Gross Acres : 437.59
Legal Desc. : **TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.**
Section 19: Lots 2-4, NE/4NE/4, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4

Lease Number: 00111-U-0300-00
Lessor Name : WYW-129169-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: June 1, 1993
Gross Acres : 955.20
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P.M.**
Section 7: LOTS 3, 4, NE/4, S/2SE/4
Section 18: LOTS 1-4, E/2, E/2W/2

Lease Number: 00111-U-0400-00
Lessor Name : WYW-129170-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: June 1, 1993
Gross Acres : 1280.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P.M.**
Section 8: NE/4, N/2NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: N/2, SE/4
Section 20: N/2, N/2SE/4

Lease Number: 00111-U-0500-00
Lessor Name : WYW-129171-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: June 1, 1993
Gross Acres : 120.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P.M.**
Section 15: NW/4NE/4, N/2NW/4

Lease Number: 00111-U-0600-00
Lessor Name : WYW-129172-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: June 1, 1993
Gross Acres : 998.80
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P.M.**
Section 19: LOTS 1-4, E/2E/2, NW/4NE/4, E/2W/2, SW/4SE/4
Section 30: N/2NE/4, SW/4NE/4, SE/4
Section 31: E/2W/2

Lease Number: 00111-U-0700-00
Lessor Name : WYW-129173-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: June 1, 1993
Gross Acres : 1280.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P.M.**
Section 28: ALL
Section 29: ALL

[redacted] [redacted] [redacted]

Lease Number: 00111-U-0800-00
Lessor Name : WYW-130261-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: September 1, 1993
Gross Acres : 160.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P.M.**
Section 14: NW/4NE/4, NE/4NW/4, E/2SE/4

Lease Number: 00113-U-0600-00
Lessor Name : WYW-136564-USA/BLM
Lessee Name : INTEGRA ENERGY LTD.
Effect. Date: October 1, 1994
Gross Acres : 459.16
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.**
Section 6: Lots 6,7,E/2SW/4
Section 30: NE/4NE/4
Section 31: Lots 2,3,4,E/2SW/4,SW/4SE/4

Lease Number: 00113-U-0800-00
Lessor Name : WYW-138538-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: April 1, 1996
Gross Acres : 200.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.**
Section 29: NW, NESW

Lease Number: 00113-U-0900-00
Lessor Name : WYW-140416-USA/BLM
Lessee Name : HANSON & STRAHN ENERGY LAND SERVICES,INC
Effect. Date: December 1, 1996
Gross Acres : 600.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.**
Section 23: E/2, E/2NW/4, SW/4NW/4, SW/4

Lease Number: 00113-U-1000-00
Lessor Name : WYW-140417-USA/BLM
Lessee Name : HANSON & STRAHN ENERGY LAND SERVICES,INC
Effect. Date: December 1, 1996
Gross Acres : 40.00
Legal Desc. : **TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.**
Section 23: NW/4NW/4

Lessor Name : WYW-132053-USA/BLM
Lessee Name : WINDWARD LIMITED LIABILITY COMPANY
Effect. Date: April 1, 1994
Gross Acres : 1140.65
Legal Desc. : **TOWNSHIP 28 NORTH, RANGE 111 WEST, 6th P.M.**
Section 1: Lots 1-4, S/2N/2, S/2
Section 2: Lots 1-4, S/2N/2
Section 3: Lots 1-3, S/2NE/4, SE/4

Lease Number: 00117-U-0500-00
Lessor Name : WYW-132054-USA/BLM
Lessee Name : WINDWARD LIMITED LIABILITY COMPANY
Effect. Date: April 1, 1994
Gross Acres : 653.11
Legal Desc. : **TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M.**
Section 17: SE/4SW/4, TR 37-40, 44-52, 55-58
Section 21: Lots 2,4,5, and that portion of the bed of the Green River riparian to Lots 2,4,5 as more fully described by metes and bounds in in lease
Section 22: NW/4, N/2SW/4, SE/4SW/4
Section 23: NE/4NW/4, NE/4SE/4, S/2SE/4
Section 28: That portion of the bed of the Green River riparian to Lot 5, Section 28, T29N-R111W, as more fully described by metes and bounds in lease.

Lease Number: 00117-U-0600-00
Lessor Name : WYW-132055-USA/BLM
Lessee Name : WINDWARD LIMITED LIABILITY COMPANY
Effect. Date: April 1, 1994
Gross Acres : 40.00
Legal Desc. : **TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.**
Section 2: SE/4NW/4

[redacted] [redacted] [redacted]

Lease Number: 00117-U-0700-00
Lessor Name : WYW-132056-USA/BLM
Lessee Name : WINDWARD LIMITED LIABILITY COMPANY
Effect. Date: April 1, 1994
Gross Acres : 1538.93
Legal Desc. : **TOWNSHIP 32 NORTH, RANGE 113 WEST, 6th P.M.**
Section 7: Lots 4-6, E/2SW/4, S/2SE/4
Section 19: Lots 1-4, E/2, E/2W/2
Section 30: E/2
Section 31: E/2

Lease Number: 00126-U-0100-00
Lessor Name : WYW-134460-USA/BLM
Lessee Name : HANSON & STRAHN ENERGY LAND SERVICES, INC.
Effect. Date: November 1, 1994
Gross Acres : 240.00
Legal Desc. : **TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.**
Section 30: S/2NE/4, SE/4

Lease Number: 00126-U-0200-00
Lessor Name : WYW-140418-USA/BLM
Lessee Name : DONALD B. ANDERSON LTD.
Effect. Date: December 1, 1996
Gross Acres : 40.00
Legal Desc. : **TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.**
Section 30: SE/4NW/4

399

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW131990
131/60155

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: CNG Producing Co
   Street: 1450 Poydras St
   City, State, Zip Code: New Orleans LA 70112

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. 032011 R. 110W 06th Meridian WY State Sublette County

T0C 031 LOTS 1-4;
031 E2 E2W2;
035 N2NE SWNE IN WYSL(WY);

261501

RECORDED April 14 1997 11:20AM
BOOK 104 PAGE 399
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Total acres in lease 1080.400
Rental retained $ 1504.50

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 Lorene K. Spelts
(Signing Officer)

Supervisory Legal Instruments Examiner
(Title)

JAN 26 1994 (Date)

EFFECTIVE DATE OF LEASE FEB 1 1994

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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

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

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

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

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease. $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

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

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

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

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

401

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 DEC -2 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.: WYW-131390

Lease Effective Date (Anniversary Date): 2-1-94

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
   City, State, ZIP Code Englewood, Colorado 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 110 West, 6th P.M. Section 31: Lots 1-4 Section 31: E/2, E/2W/2 Section 32: N/2NE, SWNE, NW/4, N/2SW, SWSW containing 1,002.49 acres, more or less. Sublette County, Wyoming	100%	100%	--	2.5%	5.0%

261502

RECORDED April 14 1997 11:20AM
BOOK 104 Q46 PAGE 401
FEE 10.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Foster

OR ASSIGNMENT

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 JAN 01 1997

☐ Assignment approved for attached land description

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

/s/ THERESA M. STEVENS
By _____
(Authorized Officer)

[redacted]
(Title)

JAN 27 1997
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 22nd day of November, 19 96

Name of Assignor as shown on current lease Ultra Petroleum (USA) Inc.
(Please type or print)

Assignor [signature] (Signature)
or
Attorney-in-fact R. G. "Jerry" Albertus, Director (Signature)

c/o Woerndle, Patterson, Gerlain & Miller
1004 North Big Spring, Suite 121
(Assignor's Address)

Midland (City) Texas (State) 79701 (Zip Code)

Executed this 22 day of November, 19 96

Shama Zoe Limited Partnership

Assignee [signature] (Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner (Signature)

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

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

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by R. G. "Jerry" Albertus, Director of Ultra Petroleum (USA) Inc., a Colorado Corporation, this 22nd day of November, 1996.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

JO... NOTARY PUBLIC STATE OF COLORADO
My Commission Expires ...

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

PARTIAL

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-131396

Lease Effective Date
(Anniversary Date)
February 1, 1994

New Serial No.
WYW 139794

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

SHAMA ZOE LIMITED PARTNERSHIP
6400 S. Fiddler's Green Circle, #1977
Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 30 N. - R. 111 W., 6th P.M., Wyoming Sec. 24: SE/4NE/4, NE/4SE/4 Containing 80 acres, more or less.	100%	100%	NONE	6.5% of 8/8ths	NONE

261503

RECORDED April 14 1997 11:20AM
IN BOOK 104 016 PAGE 404
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

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)

404

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

Name of Assignor as shown on current lease Starwood, Inc.
Please type or print

Assignor By Don R. Holloway
(Signature)

or Attorney-in-fact Don R. Holloway, President
(Signature)

P.O. Box 200
(Assignor's Address)

Basalt, Colorado 81621
(City) (State) (Zip Code)

Executed this 6th day of August, 19 96

SHAMA ZOE LIMITED PARTNERSHIP

Assignee By Gilman A. Hill
(Signature)

or Attorney-in-fact Gilman A. Hill, as General Partner
(Signature)

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

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

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Don R. Holloway, as President of STARWOOD, INC., a Texas Corporation, this 1st day of August, 1996.

WITNESS my hand and official seal.

JoAnn Sarver Notary Public

My Commission Expires:

November 21, 1998

ADDRESS: 7663 S. Monaco Circle West

Englewood, CO 80112-2552

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

407

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-131396

Lease Effective Date (Anniversary Date): February 1, 1994

New Serial No.: 139794

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Alpine Joint Venture - I, LLC
   City, State, ZIP Code: 6400 S. Fiddler's Green Circle, #1977 Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 30 N - R. 111 W., 6th P.M., Wyoming Sec. 24: SE/4NE/4, NE/4SE/4 Containing 80 acres, more or less.	100%	100%	NONE	1% of 8/8ths	6.5% of 8/8ths

261504

RECORDED April 14 1997 11:30AM
IN BOOK 104,046 PAGE 407
FEES $10.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Easton

FOR ASSIGNEE

97 AUG -8 AM 11:50

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

/s/ Pamela J. Lewis
By _____
(Authorized Officer)

Chief, Leasable Minerals Section (Title)

AUG 09 1996 (Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 7th day of August, 19 96

Name of Assignor as shown on current lease Shama Zoe Limited Partnership
(Please type or print)

Assignor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, as General Partner
(Signature)

6400 S. Fiddler's Green Circle, #1977
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Executed this 8th day of August, 19 96

Assignee ALPINE JOINT VENTURE - I, LLC
By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Manager
(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: 1992-774-017/61022

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado General Partnership, this 7th day of August, 1996.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

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

Form 3000.3
(October 1992)

BUREAU OF LAND MANAGEMENT

96 MAY 16 AM 9:00

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-138660

Lease Effective Date
(Anniversary Date)
April 1, 1996

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

SHAMA ZOE LIMITED PARTNERSHIP
6400 S. Fiddler's Green Circle, #1977
Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 29 N. - R. 111 W., 6th P.M., WY Sec. 12: SW/4NE/4; Sec. 13: E/2SE/4; Sec. 24: NE/4; Containing 280 acres, more or less.	100%	100%	None	None	None

261505

RECORDED April 14, 1997 11:20AM
BOOK 104 Misc. PAGE 410
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

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

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 01 1996

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

By /s/ PAMELA J. LEWIS (Authorized Officer) FOR ASSIGNEE Chief, Leasable Minerals Section (Title) AUG 19 1996 (Date)

410

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Legal 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 25th day of April, 19 96

Name of Assignor as shown on current lease Alpine Gas Company
(Please type or print)

Assignor ALPINE GAS COMPANY, a dba of Shama Zoe Limited Partnership
(Signature)

or Attorney-in-fact Gilman A. Hill, as General Partner
(Signature)

6400 S. Fiddler's Green Circle, #1977
(Assignor's Address)

Englewood, CO 80111
(City) (State) (Zip Code)

Executed this 26th day of April, 19 96.

SHAMA ZOE LIMITED PARTNERSHIP

Assignee _____
(Signature)

or Attorney-in-fact Gilman A. Hill, as General Partner
(Signature)

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

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was executed and acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Limited Partnership, dba ALPINE GAS COMPANY, this 25th day of April, 1996.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 1998

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

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

413

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

PARTIAL

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-130732

Lease Effective Date
(Anniversary Date)
December 1, 1993

New Serial No.
WYW-139793

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Alpine Joint Venture - I, LLC
6400 S. Fiddler's Green Circle, #1977
Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 30 N. - R. 110 W., 6th P.M., Wyoming Sec. 19: Lots 2, 3, 4, E/2SW/4 Containing 189.27 acres, more or less.	100%	100%	NONE	1% of 8/8th	6.5% of 8/8ths

261506 11:20a
RECORDED April 14 1997 M
IN BOOK IDH 016 PAGE 413
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

97 FEB 18 AM 9:00
RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

FOR ASSIGNEE

15:11:11 96 AUG -8 AM

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.

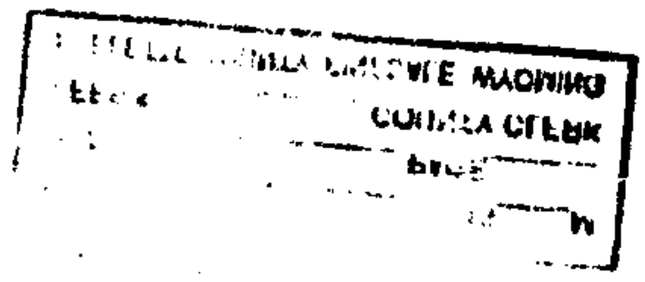
Assignment approved effective SEP 01 1996

By /s/ Pamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section AUG 12 1996
(Title) (Date)

[redacted] [redacted] [redacted]

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



PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 7th day of August, 1996

Name of Assignor as shown on current lease Shama Zoe Limited Partnership
Please type or print

Assignor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, as General Partner
(Signature)

6400 S. Fiddler's Green Circle, #1977
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Executed this 8th day of August, 1996

Assignee ALPINE JOINT VENTURE - I, LLC
By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Manager
(Signature)

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

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

*U.S. GPO: 1992-774-017/87022

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, this 7th day of August, 1996.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

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

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

Form 3100-11
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

02026

Serial No.

WYW139401

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 Liberty Petroleum Corporation
   Street 185 Candlewood Path
   City, State, Zip Code Dix Hills, NY 11746

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-9606-393 *Sale Date (m/d/y): 6 / 4 / 96
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

261507

RECORDED April 14, 1992 11:20a
BOOK 104 Otg PAGE 416
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sweeton

Amount remitted: Filing fee $ 75.00 Rental fee $ 1,086.00 Total acres applied for 723.20
Total $ 1,161.00

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)

JUN 20 1996
(Date)

EFFECTIVE DATE OF LEASE JUL 01 1996

(Continued on reverse)

FOR LESSEE

416

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 5th day of June, 19 96. LIBERTY PETROLEUM CORPORATION By

Gregor Klurfeld, President (Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

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

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

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

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

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

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

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

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

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

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

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

*U.S. GPO: 1992-774-017/87034

WYW139401

WYW139401 723.200 Acres
T.029ON, R.111OW, 06th PM, WY
sec. 001 LOTS 1-3,12;
002 LOTS 5,17;
003 LOTS 5;
004 LOTS 5;
012 E2E2,NWNE,SENW,W2SW,SESW;
013 NE,E2NW;
Sublette County

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 DEC -2 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-139401

Lease Effective Date
(Anniversary Date)
July 1, 1996

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

261508

RECORDED April 14 1997 11:20a M
IN BOOK 104 Ok6 PAGE 419
FEES $/D.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soelam

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
State of Wyoming, Sublette County T 29 N, R 111 W sec. 001 LOTS 1-3,12; 002 LOTS 5,17; 003 LOTS 5; 004 LOTS 5; 012 E2E2,NWNE,SENW,W2SW,SESW; 013 NE,E2NW; Containing 723.20 acres. Subject to attached reassignment rider.	100%	100%	None	3.00 % of 8/8	None

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 JAN 01 1997

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

LAND LAW EXAMINER
(Title)

MAR 10 1997
(Date)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in oil and gas options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of August, 19 96

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

Assignor _____
(Signature)
or
Attorney-in-fact Gregor Klurfeld, President
(Signature)

185 Candlewood Path
(Assignor's Address)

Dix Hills NY 11746
(City) (State) (Zip Code)

Executed this 17th day of Sept. 19 96

Assignee Shama Zoe Limited Partnership
Gilman A. Hill, General Partner
(Signature)
or
Attorney-in-fact _____
(Signature)

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

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

*U.S. Government Printing Office: 1991 — 573-016/20062

REASSIGNMENT RIDER
OF LEASE SERIAL NO. WYW-139401

The assignment to which this reassignment rider is attached and made a part hereof is expressly subject to the following terms, conditions and limitations.

In the event that Assignee desires to terminate its interest in said lease, either in whole or in part, Assignee, at any time and from time to time, but not less than sixty (60) days prior to the accrual of any United States Government rental obligation that may be due under said lease, shall give Assignor written notice of the Assignee's intention to terminate its interest in said lease. Assignor shall, within thirty (30) days after receipt of said notice from Assignee, give written notice to Assignee of whether or not Assignor elects to have said lease reassigned to Assignor. In the event that Assignor fails to give any notice to Assignee, Assignee shall have the absolute right to surrender its interest in said lease to the United States Government. This assignment and reassignment rider shall be binding on all successors and assigns of the parties hereto.

In the event that Assignor gives timely written notice to Assignee of its election to have said lease reassigned to it, Assignee shall promptly reassign said lease to Assignor, unencumbered by Assignee.

Until further notice, all notices required to be given to Assignor shall be sent to Liberty Petroleum Corporation, Att: Charles E. Brockner, Jr., 185 Candlewood Path, Dix Hills, NY 11746.

The overriding royalty, as stated on the attached assignment, shall be free to Assignor from all costs normal drilling and producing costs and shall be based on the price netted to the producer at the well head in the same manner as applicable to the base royalty on this lease owned by the U.S. Federal Government.

Signed for identification
LIBERTY PETROLEUM CORPORATION

By _____
Gregor Klurfeld, President

LIBERTY PETROLEUM CORPORATION SEAL 1977 DELA

STATE OF NEW YORK :
: SS.:
COUNTY OF SUFFOLK:

On the 14th day of August, 1996, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of Liberty Petroleum Corporation and that the attached instrument was signed by said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14th day of August, 1996.

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires August 31, 1997

_____
Notary Public

ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Diana E. Heinle, Trustee or Allan R. Heinle, Trustee for the Diana E. Heinle Trust, dated January 19, 1993, whose address is 8261 S. Monaco Ct., Englewood, Colorado 80112, hereinafter collectively referred to as "Assignor", for, and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby quit claim, convey, transfer, assign and set over unto Odyssey Royalties, L.L.C., whose address is 8261 S. Monaco Ct., Englewood, Colorado 80112 (hereinafter collectively referred to as "Assignee"), all of Assignor's right, title, and interest in and to the oil and gas leases (the "Leases"), as described on Exhibit "A" attached hereto and made a part hereof, including without limitation, any overriding royalty interests in the oil, gas and other hydrocarbon substances produced, saved and marketed from, or attributable to the lands described on Exhibit "A" pursuant to the leases or any extensions or renewals thereof.

It is the intent of Assignor to assign to Assignee One Hundred Percent (100%) of the interest owned by the Assignor in and to said leases.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, their heirs, devisees, personal representatives successors and assigns, forever, subject only to the following terms and provisions: that,

The overriding royalty interest herein transferred is payable out of, and only out of, the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas leases.

This Assignment is subject to any spacing order, division order, communitization agreement, unit agreement, or pooling arrangement, it being the intention hereof to convey to the Assignee the above described overriding royalty interest in the subject lands or any lands which may be pooled therewith.

This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied.

Said overriding royalty interest shall be subject to proportionate reduction to the extent that the interest covered by said Leases bear to the full and undivided mineral fee estate under the lands covered by said Leases.

261534

RECORDED April 15, 1997 10:25 A.M.
BOOK 104 O+G PAGE 422
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Interest as of the 9th day of April ,1997, effective as of 7:00 AM, M.S.T., the first day of May 1, 1997.

By: Diana E Heinle
Diana E. Heinle

By: Allan R. Heinle
Allan R. Heinle

State of Colorado
City and County of Denver

Before me, the undersigned, a Notary Public, with and for said County and State, on this 9th day of April , 1997, personally appeared Allan R. Heinle and Diana E. Heinle known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

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

My Commission Expires MY COMMISSION EXPIRES MARCH 31, 1999

Kimberly Carmichael

KIMBERLY CARMICHAEL NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Assignment of Overriding Royalty Interest
Effective May 1, 1997
between
Diana E. Heinle Trust, Dated January 19, 1993 as Assignor
and
Odyssey Royalties, L.L.C.

Sublette County, Wyoming

BLM Lease Number E-3 28 49 019 5030 00
T 27 North, R 114 W, 6th P.M.
Section 12: NE/4NW/4, SW/4SW/4
containing 80.00 acres, more or less

BLM Lease Number E-026241
T 28 North, R 114 West, 6th P.M.
Section 26: NE/4NW/4
containing 40.00 acres, more or less

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

STATE OF WYOMING }
COUNTY OF SUBLETTE }

For adequate consideration, the receipt and sufficiency of which is hereby acknowledged, EDWARD H. JUDSON, 400 W. Illinois, Suite 1610, Midland, Texas 79701, hereinafter referred to as Assignor, does hereby grant, sell and convey unto JUDSON PROPERTIES LTD., P. O. Box 3340, Midland, Texas 79702-3340, hereinafter referred to as "Assignee", the overriding royalty interests in and to all oil and gas produced, saved and sold from the land more particularly described on Exhibit "A" attached hereto and made a part hereof, under and by virtue of the oil and gas leases described therein.

Further, for valuable consideration received, EDWARD H. JUDSON hereby assigns, conveys, and quit claims unto JUDSON PROPERTIES, LTD., any and all additional overriding royalty interests, owned by EDWARD H. JUDSON and which are located in the above county whether or not said properties are referenced in the attached Exhibit "A".

Said overriding royalty interests shall be free and clear of all costs of development and operation but shall be subject to its proportionate part of the applicable taxes. Said overriding royalty interests shall be computed and measured at the same time and in the same manner as royalty payable under the terms, provisions and covenants of the leases described on Exhibit "A".

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

Should any portion of this assignment be found incorrect, illegal, or invalid by a court of law, only that portion of this assignment shall be stricken and the remainder of this assignment shall remain in full force and effect.

IN WITNESS WHEREOF, this Assignment is executed this the 20TH day of December, 1996, but effective for all purposes as of the 1st day of December, 1996, at 7:00 AM CST.

Edward H. Judson
EDWARD H. JUDSON

Acknowledgment

THE STATE OF TEXAS }
COUNTY OF MIDLAND }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Edward H. Judson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of December, 1996.

PAULA GRIMMES
Notary Public, State of Texas
My Commission Expires 12/22/97

Paula Grimmes
Notary Public
State of Texas

261614

RECORDED April 21, 1997 M
IN BOOK 101 OMG PAGE 425
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

240

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS FROM EDWARD H. JUDSON TO JUDSON PROPERTIES, LTD., DATED EFFECTIVE DECEMBER 1, 1996, COVERING LANDS LOCATED IN SUBLETTE COUNTY, WYOMING.

WJ#	Lease Name	Lessor	Lessee	Date	Recorded	Description
01713 02376	W-62117 Federal 10, 20, 30, 40-28	USA	R. Ken Williams	02/01/78	60/198	N/2, N2SW/4, SE/4SW/4, SE/4 of Section 28, T27N, R111W, 6th P.M.
02061 02376	W-68454 Federal 10, 20, 30, 40-28	USA	Edward H. Judson	09/01/79	60/194	SW/4SW/4 of Section 28, T27N, R111W, 6th P.M.

426

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING }
COUNTY OF SUBLETTE } KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EDWARD H. JUDSON, P. O. Box 3340, Midland, Texas 79702-3340, hereinafter referred to as "ASSIGNOR", does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to JUDSON OPERATIONS, LTD., P.O. Box 3340, Midland, Texas 79702-3340, hereinafter referred to as "ASSIGNEE", all of Assignor's right, title and interest in and to the oil and gas lease(s) more particularly described on Exhibit "A", attached hereto and made a part hereof, together with a like interest in and to all personal property and equipment situated therein or thereon, and used or obtained in connection therewith.

Further, for valuable consideration received, EDWARD H. JUDSON hereby assigns, conveys, and quit claims unto JUDSON OPERATIONS, LTD., any and all additional working and leasehold interests owned by EDWARD H. JUDSON which are located in the above county, whether or not said properties are referenced in the attached Exhibit "A", together with a like interest in and to all personal property and equipment situated therein or thereon, and used or obtained in connection therewith.

This Assignment is expressly made subject to the terms, provisions and covenants of the oil and gas lease(s) described on Exhibit "A", to all intervening assignments thereof and to all other instruments of record pertinent thereto.

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

This Assignment shall be binding upon ASSIGNOR and ASSIGNEE and upon their respective heirs, successors and assigns.

Should any portion of this assignment be found incorrect, illegal, or invalid by a court of law, only that portion of this assignment shall be stricken and the remainder of this assignment shall remain in full force and effect.

IN WITNESS WHEREOF, this Assignment is executed this the 20th day of December, 1996 but effective for all purposes as of the 1st day of December, 1996 to 7:00 AM CST.

Edward H. Judson
Edward H. Judson

Acknowledgment

STATE OF TEXAS }
COUNTY OF MIDLAND }

261615

2:40p
RECORDED April 21 1997 M
IN BOOK 104 O&G PAGE 427
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deb Sexton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Edward H. Judson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of December, 1996.

PAULA GRIMMES
Notary Public, State of Texas
My Commission Expires 12/22/97

Paula Grimmes
Notary Public
State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASE(S) FROM EDWARD H. JUDSON TO JUDSON OPERATIONS, LTD., DATED EFFECTIVE DECEMBER 1, 1996, COVERING LANDS LOCATED IN SUBLETTE COUNTY, WYOMING

[redacted]WJ#	Well / Unit Name	Lessor	Lessee	Date	Recorded	Description
01553	W59393	USA	Karen V. Martin	07/01/77		T-27-N, R-112-W, Sec. 113 E/2 W/2, Section 24 NE/4 NW/4.

[redacted]

[redacted]

4 of 8

429

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.
WYW138712

Lease Effective Date
(Anniversary Date)
4/1/95

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* North American Resources Company
   Street 16 East Granite
   City, State, ZIP Code Butte, Montana 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 33 North - Range 114 West, 6th P.M. Section 26: NE¼, N½SE¼ Sublette County, Wyoming Containing 240.00 acres, more or less	100%	75% By Assignee: 50% North American Resources Company 25% John P. Lockridge	25%	-0-	-0-

261634

April 23, 1997 11:05 AM
104 O&G & G FAGE 429
14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

Additional Assignee:

John P. Lockridge
P.O. Box 1499
Pebble Beach, CA 93953-1499

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 14th day of March, 19 97

Name of Assignor as shown on current lease Strachan Exploration, Inc. (Please type or print)

Assignor Stephen M. Strachan (Signature)
or
Attorney-in-fact President (Signature)

1675 Broadway, Suite 2330 (Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 4th day of April, 19 97

Assignee North American Resources Company

Assignee James J. Benner (Signature)
or
Attorney-in-fact Vice President & General Manager (Signature)

ATTEST: (STRACHAN EXPLORATION INC.)

Deborah K Strachan
Secretary

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

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

U.S. GPO: 1988-774-017/81022

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST pertaining to Federal Lease WYW-138712, Sublette County, Wyoming.

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

Executed this 14th day of March, 1997.

Assignee:

By: John P. Lockridge
John P. Lockridge

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

On this 14th day of March, 1997, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

12/5/97

Sandra K. Parko
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
)ss.
COUNTY OF SILVER BOW)

On this 4th day of April, 1997, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCE COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

1-24-98

NOTARY PUBLIC in and for
Silver Bow County
State of Montana

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

The foregoing instrument was acknowledged before me this 14th day of March, 1997 by John P. Lockridge.

My Commission Expires:

11/5/97

NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW141371

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: Williams J Winston
   Street: 8076 County Road 113
   City, State, Zip Code: Carbondale, CO 81623

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

261757

RECORDED May 5, 1997 9:00 AM
IN BOOK 104 OR PAGE 434
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033011 R. 111W 06th Meridian WY State Sublette County

Sec. 015 ALL;
017 NENE,S2NE,SE;
020 NE,NENW,S2NW,S2;
021 ALL;
028 E2;

Total acres in lease 2480.000
Rental retained $ 3720.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J Lewis (Signing Officer)

Chief Leasable Minerals Section (Title) MAR 11 1997 (Date)

EFFECTIVE DATE OF LEASE APR 01 1997

(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 qualification concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

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

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

Duly executed this 25th day of April, 19 97. J Hunter Williams

(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 [illegible], and the plan contains a provision for allocation of production, royalty 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 [illegible] shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent [illegible], 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]

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 17th day of April, 1997, by and between

Keith E. McNinch and Marlyn J. McNinch, husband and wife
590 Middle Piney Road
Big Piney, WY 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES L.C. whose post office address is 235 East South Union Avenue, Suite D-202, Salt Lake City, Utah 84047, hereinafter called Lessee:

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

Township 30 North, Range 114 West
Section 12: SW¼NE¼, N½SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

261778

RECORDED Nov 6 1997 M 8:45 A
IN BOOK 104 OPC PAGE 430
FEES $8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

14. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Keith E McNinch
Keith McNinch
SS# 520-18-0673

x Marilyn J. McNinch
Marilyn J. McNinch
SS# 285-20-8828

INDIVIDUAL NOTARY

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Keith E & Marilyn J McNinch, known to me to be the person s whose name is subscribed to the foregoing instrument and acknowledged to me that the y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 day of April, 1997.

My commission expires:

2-2-2000

Notary Public Joyce J. Johnson

JOYCE J. JOHNSON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires February 2, 2000

CORPORATE NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\dop\dolar.lse

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **Stanley Energy W., Inc.**, of 1776 Lincoln Street, Suite 410, Denver, Colorado 80203 (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the overriding royalty interest set opposite their names. Said overriding royalty interest shall pertain to all oil, gas casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

Assignees	8/8ths ORRI Interest Assigned
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, Colorado 80203	0.28334%
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.08333%
Scott R. Clark 9830 Xavier Court Westminster, Colorado 80030	0.08333%
Mark E. Brown 7753 South Hill Drive Littleton, Colorado 80203	0.01625%
Robert W. McDermott 1080 South York Street Denver, Colorado 80209	0.01375%
Pepco, Inc. 3901 South Cherry Street Englewood, Colorado 80110	0.02000%
Total ORRI Assigned:	0.50% of 8/8ths

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their respective heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVE this 3rd day of March, 1997.

ATTEST:
STANLEY ENERGY W., INC. CORPORATE SEAL COLORADO

By: Stephanie Bernard
Assistant Secretary

STANLEY ENERGY W., INC.

By: Mark E. Brown
Vice President

261804

RECORDED May 7 1997 1:35 M
IN BOOK 104 OR PAGE 438
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Easton

439

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of March, 1997 by Mark E. Brown as Vice President of Stanley Energy W., Inc.

Witness my hand and notary seal.

Renée Lewis
Notary Public

My commission expires: 4-19-99

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective March 3, 1997, by and between Stanley Energy W., Inc. and Stanley Energy W., Inc. etals

LEASE SCHEDULE

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
U.S.A. WYW-125501	Holmes P. McLish	11/1/1991	Township 27 North, Range 109 West, 6th P.M. Section 27: SW4 Section 34: N2NW4, SW4NW4 Containg 280.00 acres, more or less Sublette County, Wyoming

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

90 JUL 23 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-118155

Lease Effective Date
(Anniversary Date)
~~11-06-89~~ 10-01-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CNG PRODUCING COMPANY 100%
   Street 1450 Poydras Street
   City, State, ZIP Code New Orleans, LA 70112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North - Range 108 West Sec 21 All 23 All 24 All 1,920.00 acres Sublette County, Wyoming	100%	100%	0	0	0

261815

RECORDED May 8, 1997 10:20 AM
IN BOOK 104 Misc PAGE 441
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soeton

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1997
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 01 1990

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

By _____ SUPERVISORY LAND LAW EXAMINER

AUG 14 1990

[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.

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 1 1997
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality: or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 16th day of July, 19 90

Name of Assignor as shown on current lease ONAGER ENTERPRISES
Please type or print

Assignor
or
Attorney-in-fact J. L. F. Kelly (Signature)
Contract Seal (Signature) Bruin
1525 Stout St.
(Assignor's Address)
Denver CO 80203
(City) (State) (Zip Code)

Executed this 18 day of June, 19 90

CNG PRODUCING COMPANY

Assignee
or
Attorney-in-fact Gordon L. Wogan (Signature)
Gordon L. Wogan
Agent & Attorney-in-fact

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

443

363

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

4009 | Serial No. WYW118155

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 ONAGER ENTERPRISES
   Street Contract Station 6, P.O. Box 117, 1525 Sherman Street
   City, State, Zip Code Denver, Colorado 80203

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-8910-706 *Sale Date (m/d/y): 10 / 03 / 89

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. 29 North R. 108 West Meridian 6th P.M. State Wyoming County Sublette

Section 21: All
Section 23: All
Section 24: All

261816

10:20a
RECORDED May 8 1992 M
IN BOOK 104 O&G PAGE 443
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cat Boston

Amount remitted: Filing fee $ 75.00 Rental fee $ 2880.00 Total acres applied for 1920.00
Total $ 2955.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 1 1997
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1989 OCT -4 AM 9:30
RECEIVED
CHEYENNE, WYOMING

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Theresa M. Stevens
ACTING (Signing Officer) NOV 06 1989
SUPERVISORY LAND LAW EXAMINER (Title) (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

ORIGINAL

4. (a) Undersigned (1) offeror is a citizen of the United States; an association [redacted] citizens; a municipality; or a corporation organized under the laws [redacted] 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 4th day of October, 19 89.

ONAGER ENTERPRISES

John F. Kelly

(Signature of Lessee or Attorney-in-fact)

John F. Kelly, Attorney-in-Fact for Onager Enterprises

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 employees 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.

GOVERNMENT PRINTING OFFICE: 1988 - 201-944 - 615/80760

445

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.
WYW137343

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* North American Resources Company
   Street 16 East Granite
   City, State, ZIP Code Butte, Montana 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 33 North - Range 113 West 6th P.M. Section 18: Lots 1-4, E½W½ Section 19: Lots 1-4, E½W½ Section 30: Lots 1,2, E½NW¼ Township 33 North - Range 114 West, 6th P.M. Section 12: SE¼NW¼, S½ Section 26: NW¼, N½SW¼ Sublette County, Wyoming Containing 1391.12 acres, more or less	50%	25%	25%	-0-	-0-

261821
RECORDED May 8 1997 M 11:05A
IN BOOK 104 OR 6 PAGE 445
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scanlon

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 16th day of December, 19 96

Name of Assignor as shown on current lease Strachan Exploration Inc.
Please type or print

Assignor [signature]
or Stephen M. Strachan (Signature)
Attorney-in-fact President
(Signature)

1675 Broadway, Suite 2330
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee [signature]
or James J. Benner, Jr. (Signature)
Attorney-in-fact Vice President & General Manager
(Signature)

ATTEST: (STRACHAN EXPLORATION INC.)

[signature]
Secretary

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

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

*U.S. GPO: 1988-774-017/67022

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
5/5/97

NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 27th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

NOTARY PUBLIC in and for
Yellowstone County
State of Montana

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.
WYW138709
Lease Effective Date
(Anniversary Date)
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* North American Resources Company
   Street 16 East Granite
   City, State, ZIP Code Butte, Montana 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 33 North - Range 114 West, 6th P.M. Section 15: SE¼ Section 22: NE¼NE¼, S½NE¼, S½ Sublette County, Wyoming Containing 600.00 acres, more or less 261822 11:05a RECORDED May 8 1997 M IN BOOK 104 of B PAGE 446 FEES $ 12.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Scoton 44B	100%	75% By Assignee 50% North American Resources Company 25% John P. Lockridge	25%	-0-	-0-

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved 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.

Additional Assignee:

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 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 16th day of December, 19 96

Name of Assignor as shown on current lease Strachan Exploration Inc. (Please type or print)

Assignor Stephen M. Strachan (Signature)
or
Attorney-in-fact President (Signature)

1675 Broadway, Suite 2330
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee North American Resources Company
James J. Benner (Signature)
or
Attorney-in-fact Vice President & General Manager (Signature)

ATTEST: (STRACHAN EXPLORATION INC.)

Secretary

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

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

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

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST pertaining to Federal Lease WYW-138709, Sublette County, Wyoming.

==========

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

Executed this 16th day of December, 1996.

Assignee:

By: John P. Lockridge
John P. Lockridge

==========

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
1/5/97

NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

NOTARY PUBLIC in and for
Yellowstone County
State of Montana

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996 by John P. Lockridge.

My Commission Expires:
1/5/97

NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

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.
WYW138708

Lease Effective Date
(Anniversary Date)

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, Montana 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 33 North - Range 114 West, 6th P.M. Section 10: W½ Sublette County, Wyoming Containing 320.00 acres, more or less 261823 11:05A RECORDED May 8 1997 M IN BOOK 104 O+G PAGE 452 FEES $12.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cat Scoton	100%	75% By Assignee: 50% North American Resources Company 25% John P. Lockridge	25%	-0-	-0-

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

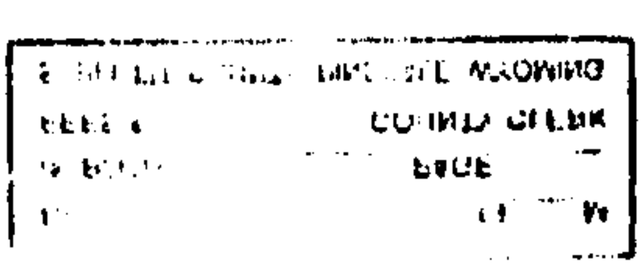
By _____ _____
(Authorized Officer) (Title) (Date)

452

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.

Additional Assignee:

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 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 16th day of December, 19 96

Name of Assignor as shown on current lease Strachan Exploration Inc.
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact Stephen M. Strachan
President
(Signature)

1675 Broadway, Suite 2330
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee North American Resources Company
James J. Berner (Signature)
or
Attorney-in-fact Vice President & General Manager
(Signature)

ATTEST: (STRACHAN EXPLORATION, INC.)

Secretary

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

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

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

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST pertaining to Federal Lease WYW-138708, Sublette County, Wyoming.

==========

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

Executed this 16th day of December, 1996.

Assignee:

By: John P. Lockridge
John P. Lockridge

==========

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
11/5/97

Sandra K. Parker
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996, by John R. Lockridge.

My Commission Expires:
11/5/97

Sandra K. Parker
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

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.
WYW135842

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee***
   Street North American Resources Company
   16 East Granite
   City, State, ZIP Code Butte, Montana 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:

a. Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	b. Owned	c. Conveyed	d. Retained	e. Reserved	f. Previously reserved or conveyed
Township 33 North - Range 114 West, 6th P.M. Section 26: NE¼, N½SE¼ Section 27: N½, NE¼SW¼, N½SE¼ Section 28: All Section 29: N½NE¼ Sublette County, Wyoming Containing 1400.00 acres, more or less	100%	75% By Assignee: 50% North American Resources Company 25% John P. Lockridge	25%	-0-	-0-

261824 11:05A
RECORDED May 8 1997 M
IN BOOK 104 Of 8 PAGE 456
FEES $12.00 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.

Additional Assignee:

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 80202

RECORDED 10 — 14

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 16th day of December, 19 96

Name of Assignor as shown on current lease: Strachan Exploration Inc. (Please type or print)

Assignor: [signature] (Signature)
or Attorney-in-fact: Stephen M. Strachan, President (Signature)

1675 Broadway, Suite 2330 (Assignor's Address)
Denver, CO 80202 (City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee: North American Resources Company
[signature] (Signature)
or Attorney-in-fact: James J. Benner, Vice President & General Manager (Signature)

ATTEST: (STRACHAN EXPLORATION, INC.)
[signature]
Secretary

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

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

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

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST pertaining to Federal Lease WYW-135842, Sublette County, Wyoming.

==========

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

Executed this 16th day of December, 1996.

Assignee:

By: John P. Lockridge
John P. Lockridge

==========

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
4/15/97

Sandra K. Parks
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996 by John P. Lockridge.

My Commission Expires:
4/15/97

Sandra K. Parks
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

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.: WYW135841
Lease Effective Date (Anniversary Date):
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, Montana 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 33 North - Range 114 West, 6th P.M. Section 15: W½ Section 21: NE¼, S½ Section 22: NW¼NW¼, S½NW¼ Sublette County, Wyoming Containing 920.00 acres, more or less 261825	100%	75% By Assignee: 50% North American Resources Company 25% John P. Lockridge	25%	-0-	-0-

RECORDED May 8 1997 11:05A M
IN BOOK 104 O+G PAGE 460
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Gordon

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)

460

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.

Additional Assignee:

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 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 16th day of December, 19 96

Name of Assignor as shown on current lease: Strachan Exploration Inc. (Please type or print)

Assignor or Attorney-in-fact: Stephen M. Strachan (Signature)
President

1675 Broadway, Suite 2330 (Assignor's Address)
Denver, CO 80202 (City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee: North American Resources Company

Assignee or Attorney-in-fact: James J. Bennett (Signature)
Vice President & General Manager

ATTEST: (STRACHAN EXPLORATION INC.)
Secretary

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

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

*U.S. GPO: 1988-774-017/67022

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST pertaining to Federal Lease WYW-135841, Sublette County, Wyoming.

==========

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

Executed this 16th day of December, 1996.

Assignee:

By: John P. Lockridge
John P. Lockridge

==========

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
1/5/97

Sandra K. Parker
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996 by John P. Lockridge.

My Commission Expires:
1/5/97

Sandra K. Parker
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

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.
WYW135840
Lease Effective Date (Anniversary Date)
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, Montana 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 33 North - Range 114 West, 6th P.M. Section 20: E½ Section 21: NW¼ Section 29: S½NE¼, SE¼ Section 32: E½ Sublette County, Wyoming Containing 1040.00 acres, more or less 261826	100%	75% By Assignee: 50% North American Resources Company 25% John P. Lockridge	25%	-0-	-0-

RECORDED Mar 8 1997 11:05a M
IN BOOK 104 OR 8 PAGE 464
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cat 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.

Additional Assignee:

John P. Lockridge
1801 Broadway, Suite 1250
Denver, CO 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 16th day of December, 19 96

Name of Assignor as shown on current lease Strachan Exploration Inc.
Please type or print

Assignor _____ (Signature)
Stephen M. Strachan
or
Attorney-in-fact President
(Signature)

1675 Broadway, Suite 2330
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Name of Assignee North American Resources Company

Assignee _____ (Signature)
James J. Benner
or
Attorney-in-fact Vice President & General Manager
(Signature)

ATTEST: (STRACHAN EXPLORATION INC.)

_____
Secretary

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

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

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

[redacted] [redacted] [redacted]

Attached to and made a part of that certain ASSIGNMENT OF RECORD TITLE INTEREST pertaining to Federal Lease WYW-135840, Sublette County, Wyoming.

==========

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

Executed this 16th day of December, 1996.

Assignee:

By: John P. Lockridge
John P. Lockridge

==========

4 of 6

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
11/5/97

Linda K. Perko
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996 by John P. Lockridge.

My Commission Expires:
11/5/97

Linda K. Perko
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

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.
WYW137343

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* — North American Resources Company
   Street — 16 East Granite
   City, State, ZIP Code — Butte, Montana 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 33 North - Range 113 West 6th P.M. Section 18: Lots 1-4, E½W½ Section 19: Lots 1-4, E½W½ Section 30: Lots 1,2, E½NW¼ Township 33 North - Range 114 West, 6th P.M. Section 12: SE¼NW¼, S½ Section 26: NW¼, N½SW¼ Sublette County, Wyoming Containing 1391.12 acres, more or less	50%	25%	25%	-0-	-0-

261827
11:05A
RECORDED May 8 1997 M
IN BOOK 104-G PAGE 468
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patti Sacton

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 16th day of December, 19 96

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

Assignor: John P. Lockridge (Signature)
or
Attorney-in-fact: _____ (Signature)

1801 Broadway, Suite 1250 (Assignor's Address)

Denver, CO 80202 (City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee: North American Resources Company

James J. Benner (Signature)
or Vice President & General Manager
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: 1988-774-017/87022

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996 by John P. Lockridge.

My Commission Expires:
10-4-97

Sandra K. Parko
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

NOTARY PUBLIC STATE OF COLORADO

471

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.
WYW137344

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* North American Resources Company
   Street 16 East Granite
   City, State, ZIP Code Butte, Montana 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 33 North - Range 114 West, 6th P.M. Section 10: E½ Sublette County, Wyoming Containing 320.00 acres, more or less	50%	25%	25%	-0-	-0-

261828

RECORDED May 8 1997 11:05A M
IN BOOK 101 OR 6 PAGE 971
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 16th day of December, 19 96

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

Assignor: John P. Lockridge (Signature)

or Attorney-in-fact: _____ (Signature)

1801 Broadway, Suite 1250 (Assignor's Address)

Denver, CO 80202 (City) (State) (Zip Code)

Executed this _____ day of _____, 19

North American Resources Company

Assignee: _____ (Signature)

or James J. Benner, Jr.

Attorney-in-fact: Vice President & General Manager (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: 1988-774-017/67022

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN NOTARIAL SEAL STATE OF MONTANA

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

The foregoing instrument was acknowledged before me this 16th day of December, 1996 by John P. Lockridge.

My Commission Expires:
11/25/97

Sandra K Parker
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

NOTARY PUBLIC STATE OF COLORADO

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

Lease Serial No.
WYW137344

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
   City, State, ZIP Code

North American Resources Company
16 East Granite
Butte, Montana 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 33 North - Range 114 West, 6th P.M. Section 10: E½ Sublette County, Wyoming Containing 320.00 acres, more or less	50%	25%	25%	-0-	-0-

261829

11:05a
RECORDED May 8 1997 M
IN BOOK 104 OR PAGE 474
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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 16th day of December, 19 96

Name of Assignor as shown on current lease Strachan Exploration Inc.
Please type or print

Assignor or Attorney-in-fact: Stephen M. Strachan (Signature)
President

1675 Broadway, Suite 2330
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee or Attorney-in-fact: North American Resources Company
James J. Benner (Signature)
Vice President & General Manager

(Signature)

ATTEST: (STRACHAN EXPLORATION INC.)

Secretary

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

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

*U.S. GPO: 1988-774-017/67022

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

On this 16th day of December, 1996, personally appeared Stephen M. Strachan, to me personally known, who being by me duly sworn did say that he is President of STRACHAN EXPLORATION INC. and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

Sandra K. Peuko
NOTARY PUBLIC in and for
City & County of Denver
State of Colorado

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 30th day of December, 1996, personally appeared James J. Benner, to me personally known, who being by me duly sworn did say that he is Vice President & General Manager of NORTH AMERICAN RESOURCES COMPANY and that said instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:
Oct. 30, 2000

Virginia M. Loran
NOTARY PUBLIC in and for
Yellowstone County
State of Montana

VIRGINIA M. LORAN
NOTARIAL
SEAL
STATE OF MONTANA

Sublette County, Wyoming

ASSIGNMENT

United States Trust Company of New York (solely as Indenture Trustee, Pledged Assets Agent and Mortgagee as described herein, "Assignor"), a New York corporation with its principal office at 114 West 47th Street, New York, New York 10036 is the Pledged Assets Agent, Trustee and Mortgagee under the Mortgages, Deeds of Trust, Assignments of Production, Security Agreements and Financing Statements executed and delivered by Presidio Exploration, Inc. and recorded in the various jurisdictions listed on Annex I attached hereto and made a part hereof (the "Mortgages").

Tom Brown, Inc, ("Assignee"), a Delaware corporation with its principal offices at 508 West Wall, Suite 500, Midland, Texas 79701, has acquired all of the Assignor's rights, titles and interest in and under the Mortgages pursuant to the terms of that certain Second Amended Joint Plan of Reorganization confirmed by the United States Bankruptcy Court for the District of Delaware on December 10, 1996 in In Re: Presidio Oil Company, et al, Case Nos. 96-1208 through 96-1211(HSB) (the "Plan").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor acknowledges that it has, as a result of and pursuant to Section 8.05 of the Plan, TRANSFERRED, BARGAINED, ASSIGNED, SOLD, GRANTED, CONVEYED AND DELIVERED, and by these presents does hereby TRANSFER, BARGAIN, ASSIGN, SELL, GRANT, CONVEY AND DELIVER, all of Assignor's right, title, and interest in and to the Mortgages to Assignee.

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

This Assignment is made without warranty or representation, express or implied.

Assignor covenants and agrees with Assignee that Assignor shall endorse, execute and deliver to Assignee, at the sole expense of Assignee, such other and further agreements, assignments, instruments and documents as Assignee may from time to time reasonably

261856

RECORDED May 12 1997 9:00 AM
IN BOOK 104 OR PAGE 477
FEES $ 134.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sapton

request to perfect, evidence or protect the assignment herein contained and Assignee's rights hereunder.

In order to facilitate recordation, a description of certain properties has been attached to certain counterparts of this Assignment as Annex II hereto; but where Assignee determines that it is not necessary to include such description under applicable law, counterparts of this Assignment may be filed without any (or without portions of) such Annex II attached to such counterparts.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed by its duly authorized officer, effective as of the 23th day of December, 1996.

ATTEST:

UNITED STATES TRUST COMPANY OF NEW YORK

By: _____
Name: JOHN GUILIANO
Title: VICE PRESIDENT

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

This instrument was acknowledged before me on February 25, 1997 by JOHN GUILIANO VICE PRESIDENT of United States Trust Company of New York, on behalf of said corporation.

Christine C Collins
Notary Public, State of New York

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624735
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

Annex I

UNITED STATES TRUST COMPANY

Mortgages

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Acadia, Louisiana	Mtg Bk 486, Pg 648 Conv Bk L51, Pg 88 Original Act No. 591467	08/06/93	Lewisburg	
Cameron, Louisiana	Mtg Bk 194, Conv Bk 775 File No. 232431	08/06/93	Grand Cheniere	
Iberville, Louisiana	Mtg Bk 270, Entry 165 Conv Bk 462, Entry 52	08/06/93	Bayou Henry	
Jefferson Davis, LA (complete)	Mtg Bk 351, Conv Bk 770 File No. 513958	08/06/93	Lewisburg, Grand Cheniere, Bayou Henry, E. Roanoke, Southwest St. John, Valentine Field, Bastian Bay East, Lewisburg, Bayou Penchant N.	1st Amend dated 11/15/93 Mtg Bk 353, Pg 576 Conv Bk 775 Pg 22 File No. 515960
LaFourche, Louisiana	Mtg Bk 648, Conv Bk 1182 Entry 754685	08/06/93	Southwest St. John, Valentine Field	
Plaquemines, Louisiana	M.O.B. 226, Folio 862 C.O.B. 813, Folio 422	08/06/93	Bastian Bay East	1st Amend dated 11/15/93 M.O.B. 230, Folio 496 C.O.B. 821, Folio 31
St. Landry, Louisiana	Mtg Bk 896, Pg 567 Conv Bk F-34, Pg 420 Original Act No. 773696	08/06/93	Lewisburg	
Terrebonne, Louisiana	Conv Bk 1377 Entry 921424	08/06/93	Bayou Penchant North	
Campbell, Wyoming	Bk 1252, Pg 191 #674922	08/06/93	Booton, Clabaugh, Heater, North Powell, Moyer Draw, Rabbit Ears, Ridgeview (Oxbow Unit), South Rozet, Falcon Ridge, SE Stewart, Winter Draw	1st Amend, dated 11/15/93 Bk 1269, Pg 30 North Timber Creek released

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Converse, Wyoming	Bk 1041, Pg 86 #781681	08/06/93	Highland Flats, Moyer Draw, Powell	
Johnson, Wyoming	Bk 256, Pg 290 #013411	08/06/93	Table Mountain-Heldt Draw Unit	
Lincoln, Wyoming	Bk 333, Pg 336 #769295	08/06/93	Moxa (Fabian Ditch), Superior	1st Amend filed 11/23/93 Bk 341 PR, Pg 294, No. 775076 Fabian Ditch released
Sublette, Wyoming	Bk 57, Pg 605 #242589	08/06/93	North Bird Canyon, Quebec	
Sublette, Wyoming	Bk 57, Pg 629 #242590	08/06/93		
Sweetwater, Wyoming	Bk 840, Pg 38 #1143025	08/06/93	Spruce, McCullen Bluff, Falcon Ridge, N. Timber Creek Echo Springs, Four Mile Gulch, Hay Reservoir, Hay Reservoir South, LST (Mesa), Rattlesnake Unit, McCullen, Storm Shelter, Wagonspoke (Seven Mile Gulch)	1st Amend, filed 11/23/93, Bk 843, Pg 1736, Rec. No. 1150477 Triton released
Walthall, Mississippi	Bk 221, Pg 653	11/23/93	Bullock	
Richland, Montana	Bk B-142, Pg 901	11/23/93	Nohly	Nohly released
Eddy, New Mexico	Bk 173, Pg 816	11/23/93	Potash	
Lea, New Mexico	Bk 604, Pg 182	11/23/93	Drinkard North	
Blaine, Oklahoma	Bk 668, Pg 19	11/22/93	River Bend	
Custer, Oklahoma	Bk 904, Pg 877	11/22/93	Custer, Thomas	
Ellis, Oklahoma	Bk 567, Pg 52	11/22/93	Stuart	

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Stephens, Oklahoma	Bk 1902, Pg 347	11/22/93	Knox, North Doyle	
Woods, Oklahoma	Bk 764, Pg 524 Rec. No. 6483-1	11/22/93	Fair Valley	
Campbell, Wyoming	Bk 1269, Pg 1	11/23/93	Clabaugh, Jayson, Moyer Draw, Wallace South	
Crook, Wyoming	Bk 323, Pg 491	11/23/93	Edsel	
Lincoln, Wyoming	Bk 341, Pg 264 Rec. No. 775075	11/23/93	Sublette Cutoff, Tri County	
Sublette, Wyoming	Bk 95, Pg 463 Rec. No. 244250	11/23/93	Bird Canyon, East Bird Canyon, Osprey, North Bird Canyon, Ontario, Condor, Heron, Meadowlark, Quebec	
Sweetwater, Wyoming	Bk 843, Pg 1679 Rec. No. 1150476	11/23/93	Spruce, Monument Butte, E. Bird Canyon, Tri County, Webster, Whiskey Butte, Four Mile Gulch, Hay Reservoir, McCullen Bluff	
Sweetwater, Wyoming	Bk 856, Pg 952 #1175491	10/24/94	Hay Reservoir, Echo Springs, Four Mile Gulch, LST, McCullen Bluff	
Conecuh, Alabama	Bk 465, Pg 225	01/13/95	North Barnett, Escambia River	
Escambia, Alabama	Bk 84, Pg 557	01/13/95	North Barnett, Escambia River	
Lipscomb, Texas	Vol 349, Pg 736	01/18/95	Stuart	
Sweetwater, Wyoming	Bk 859, Pg 1229 #1180859	01/11/95	Strike, Monument Butte, Spruce	

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: North Bird Canyon

ANNEX II

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501769	02	USA W-62791	05/01/1978	BK 68 PG 347	T 28 N R 111 W
WY	-11221**		ROBERT W. MYERS			SEC 31: W/2SE/4

ANNEX II

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000242 N. BIRD CANYON

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	FIGURE FOUR CANYON #7-31	49-35-20856	0.182320		0.148720	

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

ANNEX II

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501942 WY-15306**	02	USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 14: NW/4

484

ANNEX II

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	FIGURE FOUR CANYON #11-14	49-35-20956			0.101400	

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501739	03	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
WY	-10993**		HOUSTON G. WILLIAMS			SEC 18: E/2SE/4

46U

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501726	04	USA W-58724	05/01/1977	BK 54 PG 470	T 27 N R 111 W
WY	-10541**		JOHN P. CUCCIA			SEC 19: SW/4NE/4
GA	6501739	01	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
WY	-10993**		HOUSTON G. WILLIAMS			SEC 19: E/2NE/4

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501739	04	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
WY	-10993**		HOUSTON G. WILLIAMS			SEC 18: E/2NE/4

486

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000275 Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	AMOCO AH #1	49-35-20794	0.000000		0.021585	
001	AMOCO AG #1	49-35-20780	0.000000		0.009289	
003	AMOCO AJ #1	49-35-50597	0.000000		0.009289	

98

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501796	01	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
-1231**		ADA WOOD			SEC 5: NW/4

064

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
JA	6501796	02	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
WY-1231**			ADA WOOD			SEC 8: NW/4

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501764	04	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
Y	-11109**		OLE M HANSON			SEC 17: NW/4

464

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501726	03	USA W-58724	05/01/1977	BK 54 PG 470	T 27 N R 111 W
WY-10541**			JOHN P. CUCCIA			SEC 19: LOTS 1, 2, E/2NW/4

'ATE: *** WYOMING ***
)UNTY: WY - SUBLETTE
'OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764	02	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
-1110**		OLE M HANSON			SEC 20: NW/4

494

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

LEASE Q NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 5101383 F-12365**	04	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: NW/4

495

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501761	04	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: NW/4

796

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501726 f-10541**	01	USA W-58724 JOHN P. CUCCIA	05/01/1977	BK 54 PG 470	T 27 N R 111 W SEC 30: LOT 3, E/2SW/4
A 6501727 f-10542**	01	USA W-62875 ENERGETICS INC	04/01/1978	BK 68 PG 533	T 27 N 111 W SEC 30: LOT 4

L6h

[redacted]

*** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501766	01	USA W-63490	06/01/1978	BK 66 PG 168	T 27 N R 111 W
1173**		SUPERIOR OIL CORP			SEC 32: NW/4

[redacted]

[redacted]

98

TE: *** WYOMING ***
TTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501796 2319**	07	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 7: NE/4

664

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted]T: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501797 12328**	01	USA W-35398 HELEN M. DONALDSON	07/01/1972	BK 63 PG 605	T 27 N R 111 W SEC 17: NE/4

[redacted]

[redacted]

500

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817	01	USA W-54137	04/01/1976	BK 64 PG 328	T 27 N R 111 W
12740**		MELVIN MEESTER			SEC 20: NE/4

501

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted] East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501761	03	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: W/2NE/4, SE/4NE/4
501762 1107**	01	USA W-34033 ROBERT W. DAVID	05/01/1972	BK 57 PG 280	T 27 N R 111 W SEC 29: NE/4NE/4

[redacted]

[redacted]

502

.TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5501764	01	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
1110**		OLE M HANSON			SEC 8: S/2SW/4
5501796	05	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
1231**		ADA WOOD			SEC 8: N/2SW/4

503

[redacted]

*** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501758 11100**	01	USA W-35399 JOHN I WESTON	07/01/1972	BK 64 PG 633	T 27 N R 111 W SEC 15: NW/4
6501759 11102**	01	USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 15: SW/4

504

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: EAST BIRD CANYON

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -11109**	05 USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: SW/4

505

[redacted]: *** WYOMING ***
[redacted]: WY - SUBLETTE
[redacted]: Osprey

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101383 12365**	03	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: N/2SW/4, SE/4SW/4
6501799 12366**	01	USA W-68454 EDWARD R. JUDSON	09/01/1979	BK 71 PG 306	T 27 N R 111 W SEC 28: SW/4SW/4

[redacted]

[redacted]

50e

TE: *** WYOMING ***
NTY: WY - SUBLETTE
JECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
1501796 1231900	06	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 6: SE/4

507

TE [redacted] *** WYOMING ***
MT [redacted] WY - SUBLETTE
3F[redacted]: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
1501739 0993**	02	USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 7: SE/4

[redacted]

[redacted]

508

TE: *** WYOMING ***
NTY: WY - SUBLETTE
IPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501817 .2740**	02	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 17: SE/4

504

AT [redacted] *** WYOMING ***
UN [redacted] WY - SUBLETTE
OS [redacted]T: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -1110900	06	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: SE/4

510

\TE: *** WYOMING ***
JNTY: WY - SUBLETTE
)SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501761	01	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: SE/4

511

AT[redacted] *** WYOMING ***
UN[redacted] WY - SUBLETTE
OS[redacted]T: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501726 -10541**	02	USA W-58724 JOHN P. CUCCIA	05/01/1977	BK 54 PG 470	T 27 N R 111 W SEC 30: SE/4

[redacted]

[redacted]

[redacted]

5/2

.TE: *** WYOMING ***
)NTY: WY - SUBLETTE
)SPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501763 01 11108**	USA W-63821 JAMES M TURLINGTON	07/01/1978	BK 57 PG 195	T 27 N R 111 W SEC 32: LOTS 3 (29.83), 4 (30.03), N/2SE/4

513

AT[redacted] *** WYOMING ***
OM[redacted] WY - SUBLETTE
OS[redacted]T: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501760 1110400	01	USA W-36422 JEAN D. TRUE	10/01/1972	BK 57 PG 369	T 27 N R 111 W SEC 22: NW/4

[redacted]

[redacted]

5141

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: EAST BIRD CANYON

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -11109**	03	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: NW/4SW/4, S/2SW/4
6501765 -11170**	01	USA W-59776 DOROTHY LANGLEY	09/01/1977	BK 64 PG 278	T 27 N R 111 W SEC 20: NE/4SW/4

575

[redacted]: *** WYOMING ***
[redacted]: WY - SUBLETTE
[redacted]T: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501739 -10993**	05	USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 6: N/2NE/4
6501796 -12319**	03	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 6: S/2NE/4

[redacted]

[redacted]

516

STATE: WYOMING
COUNTY: SUBLETTE & SWEETWATER
PROSPECT: 5000241 East Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
01	BC FEDERAL #10-5	49-35-20508	0.157493		0.124813	
02	BC FEDERAL #10-8	49-35-20597	0.110245		0.088196	
03	BC FEDERAL #10-17	49-35-20586	0.157490		0.126782	
04	BC FEDERAL #10-19	49-35-20455	0.787500		0.639188	
05	BC FEDERAL #10-20	49-35-20549	0.518381		0.417297	
06	BC FEDERAL #10-28	49-35-20585	0.303750		0.224775	
07	BC FEDERAL #10-29	49-35-20512	0.157490		0.126782	
08	BC FEDERAL #10-30	49-35-20454	0.787500		0.642965	
09	BC FEDERAL #10-32	49-35-20546	0.343220		0.253983	
10	BC FEDERAL #20-7	49-35-20681	0.125990		0.103160	
11	BC FEDERAL #20-17	49-35-20682	0.094496		0.075124	
12	BC FEDERAL #20-20	49-35-20678	0.455621		0.367525	
13	BC FEDERAL #20-29	49-35-20679	0.153556		0.124400	
14	BC FEDERAL #30-4	49-37-21815	0.238870		0.213223	
15	BC FEDERAL #30-8	49-35-20680	0.110245		0.087409	
16	BC FEDERAL #30-15	49-35-20513	0.161385	0.129108	0.125679	0.103287
17	BC FEDERAL #30-17	49-35-20677	0.157493		0.126782	
18	BC FEDERAL #30-20	49-35-20814	0.000000	0.240690	0.014810	0.198760
19	BC FEDERAL #40-6	49-35-20598	0.110245		0.088196	
20	BC FEDERAL #40-7	49-35-20587	0.125995		0.095913	
	BC FEDERAL #40-17	49-35-20684	0.105500		0.085700	
22	BC FEDERAL #40-20	49-35-20584	0.377400		0.297200	
23	BC FEDERAL #40-29	49-35-20509	0.153556		0.124400	
	BC FEDERAL #40-30	49-35-20506	0.787500		0.639188	

STATE: WYOMING
COUNTY: SUBLETTE & SWEETWATER
PROJECT: 5000241 East Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
025	BC FEDERAL #40-32	49-35-20502	0.157493		0.129032	
026	TRUE FEDERAL #10-22	49-35-20724	0.157886		0.131937	
018	BC FEDERAL #30-28	49-35-20702	0.303750		0.224775	
28	BC FEDERAL #20-6	49-35-20982	0.120700		0.093578	

518

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
ROJECT: North Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501769 -11221**	01	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: LOTS 3, 4, E/2SW/4

519

TE[redacted] *** WYOMING ***
ST[redacted] WY - SUBLETTE
SP[redacted] North Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501769	03	USA W-62791	05/01/1978	BK 68 PG 347	T 28 N R 111 W
1221**		ROBERT W. MYERS			SEC 31: LOTS 1, 2, E/2NW/4

526

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: Ontario

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501857 13663**	02	USA W-67178 PHYLLIS HANSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 3, 4, S/2NW/4

STATE: WYOMING
COU[redacted] SUBLETTE
PRO[redacted]T: 5000242 N. Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
02	BC FEDERAL #30-31	49-35-20672	0.513077		0.416927	
04	BC FEDERAL #10-31	49-35-20687	0.628600	0.576700	0.505900	0.468190
07	BC FEDERAL #10-1	49-35-21028	0 431500		0.347580	

522

.TE: *** WYOMING ***
JNTY: WY - SUBLETTE
)SPECT: Condor

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817 03 12748**	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 33: NW/4SW/4
6501902 01 15049**	USA W-53094 OWEN P. MILES, JR.	01/01/1976	BK 71 PG 308	T 27 N R 111 W SEC 33: LOTS 1 (30.40), 2 (30.95), NE/4SW/4

523

[redacted]: *** WYOMING ***
[redacted]: WY - SUBLETTE
[redacted]T: Condor

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501902 -15049**	02	USA W-53094 OWEN P. MILES, JR.	01/01/1976	BK 71 PG 308	T 27 N R 111 W SEC 33: LOTS 3 (31.51), 4 (32.06), N/2SE/4

[redacted]

[redacted]

524

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000240 Condor

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #30-33	49-35-20754	0.719200		0.557325	
002	BC FEDERAL #40-33	49-35-20802	0.888660		0.719280	

525

\TE: *** WYOMING ***
JNT[redacted] WY - SUBLETTE
OSE[redacted]T: HERON

[redacted]

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501890 01 14134**	ST WY 72-28069 BETTY B. SHAFFER	11/02/1972	BK 69 PG 266	T 27 N R 111 W SEC 16: NW/4
6501890 02 14134**	ST WY 72-28069 BETTY B. SHAFFER	11/02/1972	BK 69 PG 266	T 27 N R 111 W SEC 16: SW/4
6501890 03 14134**	ST WY 72-28069 BETTY B. SHAFFER	11/02/1972	BK 69 PG 266	T 27 N R 111 W SEC 16: SE/4

[redacted]

[redacted]

[redacted]

526

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000105 Heron

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
005	HERON STATE #10-16	49-37-20723	0.344431		0.272947	
006	PHILLIPS STATE #1-16	49-35-20912	0.000000		0.009243	
007	PHILLIPS STATE #2-16	49-35-20909	0.000000	0.125880	0.000000	0.109830

585

[redacted]E: *** WYOMING ***
[redacted]T: WY - SUBLETTE
[redacted]P: Meadowlark
[redacted]:

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501909 5060**	01	USA W-38071 JOAN CHORNEY	02/01/1973	BK 72 PG 875	T 28 N R 111 W SEC 21: SW/4

[redacted]

[redacted]

538

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000243 Meadowlark

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	CHORNEY FEDERAL #30-21	49-35-20758	0.116750		0.088836	

29

6

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OB[redacted]T: ONTARIO

[redacted]

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101403 15274**	01	USA W-64985 L. A. WALSTROM, JR.	10/01/1978	BK 57 PG 79	T 27 N R 112 W SEC 1: SW/4
6501857 13663**	01	USA W-67178 PHYLLIS HANSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 1, 2, S/2NE/4
6501933	05	USA W-77883 FREDA ESPOSITO	07/01/1976	BK 71 PG 304	T 28 N R 111 W SEC 20: SE/4

[redacted]

[redacted]

530

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000244 Ontario

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	ESPOSITO FEDERAL #40-20	49-35-20760	0.854200		0.661523	
002	WALSTROM FEDERAL #30-1	49-35-20753	0.905500		0.755246	
003	HANSON FEDERAL #20-1	49-35-20755	0.424000		0.340768	

531

STATE: *** WYOMING ***
UNIT: WY - SUBLETTE
OSPREY

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101383 01 -12365**	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: NE/4
5101383 02 -12365**	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: SE/4

532

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000106 Osprey

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	BC FEDERAL #20-28	49-35-20726	0.692283		0.512289	
004	BC FEDERAL #40-28	49-35-20683	0.692283		0.512289	

533

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

LEASE Q NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501942 Y-15306**	01	USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 14: NE/4

534

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #20-14	49-35-20790	0.826000		0.619350	

585

[redacted] [redacted] Sublette Cou[redacted]ing

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

THIS RELEASE is made on the 16th day of April, 1997, by TOM BROWN, INC. (the Mortgagee"),

W I T N E S S E T H:

WHEREAS, Presidio Exploration, Inc., heretofore granted to United States Trust Company of New York a certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated August 3, 1993 (the "Mortgage") which is recorded at Reception No. 242589 in Book 57, at Page 605 of the records of the County Clerk of Sublette County, Wyoming.

WHEREAS, by Assignment dated December 23, 1996, a true and correct copy of which is attached hereto as Exhibit "A", the United States Trust Company of New York assigned to Mortgagee all of its rights and interests under the Mortgage.

WHEREAS, the Mortgagee desires to release the Mortgage in full as to all properties and interests covered thereby.

NOW, THEREFORE, for a valuable consideration, the Mortgagee hereby releases the Mortgage in full, and hereby releases all rights, liens and interests created under the Mortgage, as to all properties and interests covered thereby including, but not limited to, those properties described on Exhibit "B", attached hereto.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

261857

RECORDED May 12 19 97 9:00 AM
IN BOOK 104 O+G PAGE 536
FEES $ 34.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Spector

TOM BROWN, INC.

By: [signature]
Richard B. Porter
Vice President

ATTACHMENTS

Exhibit A: Assignment
Exhibit B: Property Descriptions

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 21st day of APRIL, 1997, by *RICHARD B. PORTER*, as Vice President of Tom Brown, Inc., a Delaware corporation.

My Commission Expires:
MY COMMISSION EXPIRES:
May 3, 1997

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public

Sublette County, Wyoming

ASSIGNMENT

United States Trust Company of New York (solely as Indenture Trustee, Pledged Assets Agent and Mortgagee as described herein, "Assignor"), a New York corporation with its principal office at 114 West 47th Street, New York, New York 10036 is the Pledged Assets Agent, Trustee and Mortgagee under the Mortgages, Deeds of Trust, Assignments of Production, Security Agreements and Financing Statements executed and delivered by Presidio Exploration, Inc. and recorded in the various jurisdictions listed on Annex I attached hereto and made a part hereof (the "Mortgages").

Tom Brown, Inc, ("Assignee"), a Delaware corporation with its principal offices at 508 West Wall, Suite 500, Midland, Texas 79701, has acquired all of the Assignor's rights, titles and interest in and under the Mortgages pursuant to the terms of that certain Second Amended Joint Plan of Reorganization confirmed by the United States Bankruptcy Court for the District of Delaware on December 10, 1996 in In Re: Presidio Oil Company, et al, Case Nos. 96-1208 through 96-1211(HSB) (the "Plan").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor acknowledges that it has, as a result of and pursuant to Section 8.05 of the Plan, TRANSFERRED, BARGAINED, ASSIGNED, SOLD, GRANTED, CONVEYED AND DELIVERED, and by these presents does hereby TRANSFER, BARGAIN, ASSIGN, SELL, GRANT, CONVEY AND DELIVER, all of Assignor's right, title, and interest in and to the Mortgages to Assignee.

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

This Assignment is made without warranty or representation, express or implied.

Assignor covenants and agrees with Assignee that Assignor shall endorse, execute and deliver to Assignee, at the sole expense of Assignee, such other and further agreements, assignments, instruments and documents as Assignee may from time to time reasonably

request to perfect, evidence or protect the assignment herein contained and Assignee's rights hereunder.

In order to facilitate recordation, a description of certain properties has been attached to certain counterparts of this Assignment as Annex II hereto; but where Assignee determines that it is not necessary to include such description under applicable law, counterparts of this Assignment may be filed without any (or without portions of) such Annex II attached to such counterparts.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed by its duly authorized officer, effective as of the 23th day of December, 1996.

ATTEST:

UNITED STATES TRUST COMPANY OF NEW YORK

By: _____

Name: JOHN GUILIANO

Title: VICE PRESIDENT

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

This instrument was acknowledged before me on February 25, 1997 by JOHN GUILIANO VICE PRESIDENT of United States Trust Company of New York, on behalf of said corporation.

Christine C Collins
Notary Public, State of New York

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624735
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

UNITED STATES TRUST COMPANY

Mortgages

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Acadia, Louisiana	Mtg Bk 486, Pg 648 Conv Bk L51, Pg 88 Original Act No. 591467	08/06/93	Lewisburg	
Cameron, Louisiana	Mtg Bk 194, Conv Bk 775 File No. 232431	08/06/93	Grand Cheniere	
Iberville, Louisiana	Mtg Bk 270, Entry 165 Conv Bk 462, Entry 52	08/06/93	Bayou Henry	
Jefferson Davis, LA (complete)	Mtg Bk 351, Conv Bk 770 File No. 513958	08/06/93	Lewisburg, Grand Cheniere, Bayou Henry, E. Roanoke, Southwest St. John, Valentine Field, Bastian Bay East, Lewisburg, Bayou Penchant N.	1st Amend dated 11/15/93 Mtg Bk 353, Pg 576 Conv Bk 775 Pg 22 File No. 515960
LaFourche, Louisiana	Mtg Bk 648, Conv Bk 1182 Entry 754685	08/06/93	Southwest St. John, Valentine Field	
Plaquemines, Louisiana	M.O.B. 226, Folio 862 C.O.B. 813, Folio 422	08/06/93	Bastian Bay East	1st Amend dated 11/15/93 M.O.B. 230, Folio 496 C.O.B. 821, Folio 31
St. Landry, Louisiana	Mtg Bk 896, Pg 567 Conv Bk F-34, Pg 420 Original Act No. 773696	08/06/93	Lewisburg	
Terrebonne, Louisiana	Conv Bk 1377 Entry 921424	08/06/93	Bayou Penchant North	
Campbell, Wyoming	Bk 1252, Pg 191 #674922	08/06/93	Booton, Clabaugh, Heater, North Powell, Moyer Draw, Rabbit Ears, Ridgeview (Oxbow Unit), South Rozet, Falcon Ridge, SE Stewart, Winter Draw	1st Amend, dated 11/15/93 Bk 1269, Pg 30 North Timber Creek released

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Converse, Wyoming	Bk 1041, Pg 86 #781681	08/06/93	Highland Flats, Moyer Draw, Powell	
Johnson, Wyoming	Bk 256, Pg 290 #013411	08/06/93	Table Mountain-Heidt Draw Unit	
Lincoln, Wyoming	Bk 333, Pg 336 #769295	08/06/93	Moxa (Fabian Ditch), Superior	1st Amend filed 11/23/93 Bk 341 PR, Pg 294, No. 775076 Fabian Ditch released
Sublette, Wyoming	Bk 57, Pg 605 #242589	08/06/93	North Bird Canyon, Quebec	
Sublette, Wyoming	Bk 57, Pg 629 #242590	08/06/93		
Sweetwater, Wyoming	Bk 840, Pg 38 #1143025	08/06/93	Spruce, McCullen Bluff, Falcon Ridge, N. Timber Creek Echo Springs, Four Mile Gulch, Hay Reservoir, Hay Reservoir South, LST (Mesa), Rattlesnake Unit, McCullen, Storm Shelter, Wagonspoke (Seven Mile Gulch)	1st Amend, filed 11/23/93, Bk 843, Pg 1736, Rec. No. 1150477 Triton released
Walthall, Mississippi	Bk 221, Pg 653	11/23/93	Bullock	
Richland, Montana	Bk B-142, Pg 901	11/23/93	Nohly	Nohly released
Eddy, New Mexico	Bk 173, Pg 816	11/23/93	Potash	
Lea, New Mexico	Bk 604, Pg 182	11/23/93	Drinkard North	
Blaine, Oklahoma	Bk 668, Pg 19	11/22/93	River Bend	
Custer, Oklahoma	Bk 904, Pg 877	11/22/93	Custer, Thomas	
Ellis, Oklahoma	Bk 567, Pg 52	11/22/93	Stuart	

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Stephens, Oklahoma	Bk 1902, Pg 347	11/22/93	Knox, North Doyle	
Woods, Oklahoma	Bk 764, Pg 524 Rec. No. 6483-1	11/22/93	Fair Valley	
Campbell, Wyoming	Bk 1269, Pg 1	11/23/93	Clabaugh, Jayson, Moyer Draw, Wallace South	
Crook, Wyoming	Bk 323, Pg 491	11/23/93	Edsel	
Lincoln, Wyoming	Bk 341, Pg 264 Rec. No. 775075	11/23/93	Sublette Cutoff, Tri County	
Sublette, Wyoming	Bk 95, Pg 463 Rec. No. 244250	11/23/93	Bird Canyon, East Bird Canyon, Osprey, North Bird Canyon, Ontario, Condor, Heron, Meadowlark, Quebec	
Sweetwater, Wyoming	Bk 843, Pg 1679 Rec. No. 1150476	11/23/93	Spruce, Monument Butte, E. Bird Canyon, Tri County, Webster, Whiskey Butte, Four Mile Gulch, Hay Reservoir, McCullen Bluff	
Sweetwater, Wyoming	Bk 856, Pg 952 #1175491	10/24/94	Hay Reservoir, Echo Springs, Four Mile Gulch, LST, McCullen Bluff	
Conecuh, Alabama	Bk 465, Pg 225	01/13/95	North Barnett, Escambia River	
Escambia, Alabama	Bk 84, Pg 557	01/13/95	North Barnett, Escambia River	
Lipscomb, Texas	Vol 349, Pg 736	01/18/95	Stuart	
Sweetwater, Wyoming	Bk 859, Pg 1229 #1180859	01/11/95	Strike, Monument Butte, Spruce	

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: North Bird Canyon

ANNEX II

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA WY	6501769 -11221**	02	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: W/2SE/4

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000242 N. BIRD CANYON

ANNEX II

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	FIGURE FOUR CANYON #7-31	49-35-20856	0.182320		0.148720	

5th

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

ANNEX II

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA WY	6501942 -15306**	02	USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 14: NW/4

ANNEX II

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	FIGURE FOUR CANYON #11-14	49-35-20956			0.101400	

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: North Bird Canyon

EXHIBIT "B"

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA WY	6501769 11221**	02	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: W/2SE/4

547

EXHIBIT B

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000242 N. BIRD CANYON

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	FIGURE FOUR CANYON #7-31	49-35-20856	0.182320		0.148720	

548

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

EXHIBIT "B"

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA WY	6501942 15306**	02	USA W-64986 BELCO PETROLEUM CORPORATION	10/01/1978		T 27 N R 112 W SEC 14: NW/4

649

EXHIBIT B

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	FIGURE FOUR CANYON #11-14	49-35-20956			0.101400	

680

Sublette County, Wyoming

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

THIS RELEASE is made on the 16th day of April, 1997, by TOM BROWN, INC. (the Mortgagee"),

W I T N E S S E T H:

WHEREAS, Presidio Exploration, Inc., heretofore granted to United States Trust Company of New York a certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated August 3, 1993 (the "Mortgage") which is recorded at Reception No. 242590 in Book 57, at Page 629 of the records of the County Clerk of Sublette County, Wyoming.

WHEREAS, by Assignment dated December 23, 1996, a true and correct copy of which is attached hereto as Exhibit "A", the United States Trust Company of New York assigned to Mortgagee all of its rights and interests under the Mortgage.

WHEREAS, the Mortgagee desires to release the Mortgage in full as to all properties and interests covered thereby.

NOW, THEREFORE, for a valuable consideration, the Mortgagee hereby releases the Mortgage in full, and hereby releases all rights, liens and interests created under the Mortgage, as to all properties and interests covered thereby including, but not limited to, those properties described on Exhibit "B", attached hereto.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

261858

FILED May 12 1997 9:00a
BOOK 104 076 PAGE 551
FEES $34.00 Mary L. McCOUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

TOM BROWN, INC.

By: _____
Richard B. Porter
Vice President

ATTACHMENTS

Exhibit A: Assignment
Exhibit B: Property Descriptions

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of APRIL, 1997, by *RICHARD B. PORTER*, as Vice President of Tom Brown, Inc., a Delaware corporation.

My Commission Expires:
MY COMMISSION EXPIRES:
May 3, 1997

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public

EXHIBIT A

553

Sublette County, Wyoming

ASSIGNMENT

United States Trust Company of New York (solely as Indenture Trustee, Pledged Assets Agent and Mortgagee as described herein, "Assignor"), a New York corporation with its principal office at 114 West 47th Street, New York, New York 10036 is the Pledged Assets Agent, Trustee and Mortgagee under the Mortgages, Deeds of Trust, Assignments of Production, Security Agreements and Financing Statements executed and delivered by Presidio Exploration, Inc. and recorded in the various jurisdictions listed on Annex I attached hereto and made a part hereof (the "Mortgages").

Tom Brown, Inc, ("Assignee"), a Delaware corporation with its principal offices at 508 West Wall, Suite 500, Midland, Texas 79701, has acquired all of the Assignor's rights, titles and interest in and under the Mortgages pursuant to the terms of that certain Second Amended Joint Plan of Reorganization confirmed by the United States Bankruptcy Court for the District of Delaware on December 10, 1996 in In Re: Presidio Oil Company, et al, Case Nos. 96-1208 through 96-1211(HSB) (the "Plan").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor acknowledges that it has, as a result of and pursuant to Section 8.05 of the Plan, TRANSFERRED, BARGAINED, ASSIGNED, SOLD, GRANTED, CONVEYED AND DELIVERED, and by these presents does hereby TRANSFER, BARGAIN, ASSIGN, SELL, GRANT, CONVEY AND DELIVER, all of Assignor's right, title, and interest in and to the Mortgages to Assignee.

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

This Assignment is made without warranty or representation, express or implied.

Assignor covenants and agrees with Assignee that Assignor shall endorse, execute and deliver to Assignee, at the sole expense of Assignee, such other and further agreements, assignments, instruments and documents as Assignee may from time to time reasonably

request to perfect, evidence or protect the assignment herein contained and Assignee's rights hereunder.

In order to facilitate recordation, a description of certain properties has been attached to certain counterparts of this Assignment as Annex II hereto; but where Assignee determines that it is not necessary to include such description under applicable law, counterparts of this Assignment may be filed without any (or without portions of) such Annex II attached to such counterparts.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed by its duly authorized officer, effective as of the 23th day of December, 1996.

ATTEST:

UNITED STATES TRUST COMPANY OF NEW YORK

By: _____
Name: JOHN GUILIANO
Title: VICE PRESIDENT

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

This instrument was acknowledged before me on February 25, 1997 by JOHN GUILIANO VICE PRESIDENT of United States Trust Company of New York, on behalf of said corporation.

_____
Notary Public, State of New York

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624735
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

554

Annex I

UNITED STATES TRUST COMPANY

Mortgages

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Acadia, Louisiana	Mtg Bk 486, Pg 648 Conv Bk L51, Pg 88 Original Act No. 591467	08/06/93	Lewisburg	
Cameron, Louisiana	Mtg Bk 194, Conv Bk 775 File No. 232431	08/06/93	Grand Cheniere	
Iberville, Louisiana	Mtg Bk 270, Entry 165 Conv Bk 462, Entry 52	08/06/93	Bayou Henry	
Jefferson Davis, LA (complete)	Mtg Bk 351, Conv Bk 770 File No. 513958	08/06/93	Lewisburg, Grand Cheniere, Bayou Henry, E. Roanoke, Southwest St. John, Valentine Field, Bastian Bay East, Lewisburg, Bayou Penchant N.	1st Amend dated 11/15/93 Mtg Bk 353, Pg 576 Conv Bk 775 Pg 22 File No. 515960
LaFourche, Louisiana	Mtg Bk 648, Conv Bk 1182 Entry 754685	08/06/93	Southwest St. John, Valentine Field	
Plaquemines, Louisiana	M.O.B. 226, Folio 862 C.O.B. 813, Folio 422	08/06/93	Bastian Bay East	1st Amend dated 11/15/93 M.O.B. 230, Folio 496 C.O.B. 821, Folio 31
St. Landry, Louisiana	Mtg Bk 896, Pg 567 Conv Bk F-34, Pg 420 Original Act No. 773696	08/06/93	Lewisburg	
Terrebonne, Louisiana	Conv Bk 1377 Entry 921424	08/06/93	Bayou Penchant North	
Campbell, Wyoming	Bk 1252, Pg 191 #674922	08/06/93	Booton, Clabaugh, Heater, North Powell, Moyer Draw, Rabbit Ears, Ridgeview (Oxbow Unit), South Rozet, Falcon Ridge, SE Stewart, Winter Draw	1st Amend, dated 11/15/93 Bk 1269, Pg 30 North Timber Creek released

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Converse, Wyoming	Bk 1041, Pg 86 #781681	08/06/93	Highland Flats, Moyer Draw, Powell	
Johnson, Wyoming	Bk 256, Pg 290 #013411	08/06/93	Table Mountain-Heldt Draw Unit	
Lincoln, Wyoming	Bk 333, Pg 336 #769295	08/06/93	Moxa (Fabian Ditch), Superior	1st Amend filed 11/23/93 Bk 341 PR, Pg 294, No. 775076 Fabian Ditch released
Sublette, Wyoming	Bk 57, Pg 605 #242589	08/06/93	North Bird Canyon, Quebec	
Sublette, Wyoming	Bk 57, Pg 629 #242590	08/06/93		
Sweetwater, Wyoming	Bk 840, Pg 38 #1143025	08/06/93	Spruce, McCullen Bluff, Falcon Ridge, N. Timber Creek Echo Springs, Four Mile Gulch, Hay Reservoir, Hay Reservoir South, LST (Mesa), Rattlesnake Unit, McCullen, Storm Shelter, Wagonspoke (Seven Mile Gulch)	1st Amend, filed 11/23/93, Bk 843, Pg 1736, Rec. No. 1150477 Triton released
Walthall, Mississippi	Bk 221, Pg 653	11/23/93	Bullock	
Richland, Montana	Bk B-142, Pg 901	11/23/93	Nohly	Nohly released
Eddy, New Mexico	Bk 173, Pg 816	11/23/93	Potash	
Lea, New Mexico	Bk 604, Pg 182	11/23/93	Drinkard North	
Blaine, Oklahoma	Bk 668, Pg 19	11/22/93	River Bend	
Custer, Oklahoma	Bk 904, Pg 877	11/22/93	Custer, Thomas	
Ellis, Oklahoma	Bk 567, Pg 52	11/22/93	Stuart	

556

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Stephens, Oklahoma	Bk 1902, Pg 347	11/22/93	Knox, North Doyle	
Woods, Oklahoma	Bk 764, Pg 524 Rec. No. 6483-1	11/22/93	Fair Valley	
Campbell, Wyoming	Bk 1269, Pg 1	11/23/93	Clabaugh, Jayson, Moyer Draw, Wallace South	
Crook, Wyoming	Bk 323, Pg 491	11/23/93	Edsel	
Lincoln, Wyoming	Bk 341, Pg 264 Rec. No. 775075	11/23/93	Sublette Cutoff, Tri County	
Sublette, Wyoming	Bk 95, Pg 463 Rec. No. 244250	11/23/93	Bird Canyon, East Bird Canyon, Osprey, North Bird Canyon, Ontario, Condor, Heron, Meadowlark, Quebec	
Sweetwater, Wyoming	Bk 843, Pg 1679 Rec. No. 1150476	11/23/93	Spruce, Monument Butte, E. Bird Canyon, Tri County, Webster, Whiskey Butte, Four Mile Gulch, Hay Reservoir, McCullen Bluff	
Sweetwater, Wyoming	Bk 856, Pg 952 #1175491	10/24/94	Hay Reservoir, Echo Springs, Four Mile Gulch, LST, McCullen Bluff	
Conecuh, Alabama	Bk 465, Pg 225	01/13/95	North Barnett, Escambia River	
Escambia, Alabama	Bk 84, Pg 557	01/13/95	North Barnett, Escambia River	
Lipscomb, Texas	Vol 349, Pg 736	01/18/95	Stuart	
Sweetwater, Wyoming	Bk 859, Pg 1229 #1180859	01/11/95	Strike, Monument Butte, Spruce	

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: North Bird Canyon

ANNEX II

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA WY	6501769 11221**	02	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: W/2SE/4

558

ANNEX II

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000242 N. BIRD CANYON

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	FIGURE FOUR CANYON #7-31	49-35-20856	0.182320		0.148720	

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

ANNEX II

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501942	02	USA W-64986	10/01/1978		T 27 N R 112 W
WY	-15306**		BELCO PETROLEUM CORPORATION			SEC 14: NW/4

5600

ANNEX II

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	FIGURE FOUR CANYON #11-14	49-35-20956			0.101400	

561

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: North Bird Canyon

EXHIBIT "B"

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA WY	6501769 -11221**	02	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: W/2SE/4

362

EXHIBIT B

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000242 N. BIRD CANYON

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	FIGURE FOUR CANYON #7-31	49-35-20856	0.182320		0.148720	

563

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

EXHIBIT "B"

AQ	LEASE NUMBER	TR	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501942	02	USA W-64986	10/01/1978		T 27 N R 112 W
WY	-15306**		BELCO PETROLEUM CORPORATION			SEC 14: NW/4

504

EXHIBIT B

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	FIGURE FOUR CANYON #11-14	49-35-20956			0.101400	

[redacted] [redacted] Sublette Coun[redacted]ng

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

THIS RELEASE is made on the 16th day of April, 1997, by TOM BROWN, INC. (the Mortgagee"),

W I T N E S S E T H:

WHEREAS, Presidio Exploration, Inc., heretofore granted to United States Trust Company of New York a certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated November 15, 1993 (the "Mortgage") which is recorded at Reception No. 244250 in Book 95, at Page 463 of the records of the County Clerk of Sublette County, Wyoming.

WHEREAS, by Assignment dated December 23, 1996, a true and correct copy of which is attached hereto as Exhibit "A", the United States Trust Company of New York assigned to Mortgagee all of its rights and interests under the Mortgage.

WHEREAS, the Mortgagee desires to release the Mortgage in full as to all properties and interests covered thereby.

NOW, THEREFORE, for a valuable consideration, the Mortgagee hereby releases the Mortgage in full, and hereby releases all rights, liens and interests created under the Mortgage, as to all properties and interests covered thereby including, but not limited to, those properties described on Exhibit "B", attached hereto.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

261859

RECORDED May 12 1997 9:00 AM
IN BOOK 104 OTG PAGE 566
FEES $27.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Gorton

TOM BROWN, INC.

By: [signature]
Richard B. Porter
Vice President

566

ATTACHMENTS

Exhibit A: Assignment
Exhibit B: Property Descriptions

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of April, 1997, by *RICHARD B. PORTER*, as Vice President of Tom Brown, Inc., a Delaware corporation.

My Commission Expires:

MY COMMISSION EXPIRES:
May 3, 1997

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public

[redacted] [redacted] [redacted]

EXHIBIT A

Sublette County, Wyoming

ASSIGNMENT

United States Trust Company of New York (solely as Indenture Trustee, Pledged Assets Agent and Mortgagee as described herein, "Assignor"), a New York corporation with its principal office at 114 West 47th Street, New York, New York 10036 is the Pledged Assets Agent, Trustee and Mortgagee under the Mortgages, Deeds of Trust, Assignments of Production, Security Agreements and Financing Statements executed and delivered by Presidio Exploration, Inc. and recorded in the various jurisdictions listed on Annex I attached hereto and made a part hereof (the "Mortgages").

Tom Brown, Inc, ("Assignee"), a Delaware corporation with its principal offices at 508 West Wall, Suite 500, Midland, Texas 79701, has acquired all of the Assignor's rights, titles and interest in and under the Mortgages pursuant to the terms of that certain Second Amended Joint Plan of Reorganization confirmed by the United States Bankruptcy Court for the District of Delaware on December 10, 1996 in In Re: Presidio Oil Company, et al, Case Nos. 96-1208 through 96-1211(HSB) (the "Plan").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor acknowledges that it has, as a result of and pursuant to Section 8.05 of the Plan, TRANSFERRED, BARGAINED, ASSIGNED, SOLD, GRANTED, CONVEYED AND DELIVERED, and by these presents does hereby TRANSFER, BARGAIN, ASSIGN, SELL, GRANT, CONVEY AND DELIVER, all of Assignor's right, title, and interest in and to the Mortgages to Assignee.

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

This Assignment is made without warranty or representation, express or implied.

Assignor covenants and agrees with Assignee that Assignor shall endorse, execute and deliver to Assignee, at the sole expense of Assignee, such other and further agreements, assignments, instruments and documents as Assignee may from time to time reasonably

request to perfect, evidence or protect the assignment herein contained and Assignee's rights hereunder.

In order to facilitate recordation, a description of certain properties has been attached to certain counterparts of this Assignment as Annex II hereto; but where Assignee determines that it is not necessary to include such description under applicable law, counterparts of this Assignment may be filed without any (or without portions of) such Annex II attached to such counterparts.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed by its duly authorized officer, effective as of the 23th day of December, 1996.

ATTEST:

UNITED STATES TRUST COMPANY OF NEW YORK

By: _____
Name: JOHN GUILIANO
Title: VICE PRESIDENT

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

This instrument was acknowledged before me on February 25, 1997 by JOHN GUILIANO VICE PRESIDENT of United States Trust Company of New York, on behalf of said corporation.

_____
Notary Public, State of New York

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624735
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

Annex I

UNITED STATES TRUST COMPANY

Mortgages

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
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Iberville, Louisiana	Mtg Bk 270, Entry 165 Conv Bk 462, Entry 52	08/06/93	Bayou Henry	
Jefferson Davis, LA (complete)	Mtg Bk 351, Conv Bk 770 File No. 513958	08/06/93	Lewisburg, Grand Cheniere, Bayou Henry, E. Roanoke, Southwest St. John, Valentine Field, Bastian Bay East, Lewisburg, Bayou Penchant N.	1st Amend dated 11/15/93 Mtg Bk 353, Pg 576 Conv Bk 775 Pg 22 File No. 515960
LaFourche, Louisiana	Mtg Bk 648, Conv Bk 1182 Entry 754685	08/06/93	Southwest St. John, Valentine Field	
Plaquemines, Louisiana	M.O.B. 226, Folio 862 C.O.B. 813, Folio 422	08/06/93	Bastian Bay East	1st Amend dated 11/15/93 M.O.B. 230, Folio 496 C.O.B. 821, Folio 31
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Terrebonne, Louisiana	Conv Bk 1377 Entry 921424	08/06/93	Bayou Penchant North	
Campbell, Wyoming	Bk 1252, Pg 191 #674922	08/06/93	Booton, Clabaugh, Heater, North Powell, Moyer Draw, Rabbit Ears, Ridgeview (Oxbow Unit), South Rozet, Falcon Ridge, SE Stewart, Winter Draw	1st Amend, dated 11/15/93 Bk 1269, Pg 30 North Timber Creek released

570

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Lincoln, Wyoming	Bk 333, Pg 336 #769295	08/06/93	Moxa (Fabian Ditch), Superior	1st Amend filed 11/23/93 Bk 341 PR, Pg 294, No. 775076 Fabian Ditch released
Sublette, Wyoming	Bk 57, Pg 605 #242589	08/06/93	North Bird Canyon, Quebec	
Sublette, Wyoming	Bk 57, Pg 629 #242590	08/06/93		
Sweetwater, Wyoming	Bk 840, Pg 38 #1143025	08/06/93	Spruce, McCullen Bluff, Falcon Ridge, N. Timber Creek Echo Springs, Four Mile Gulch, Hay Reservoir, Hay Reservoir South, LST (Mesa), Rattlesnake Unit, McCullen, Storm Shelter, Wagonspoke (Seven Mile Gulch)	1st Amend, filed 11/23/93, Bk 843, Pg 1736, Rec. No. 1150477 Triton released
Walthall, Mississippi	Bk 221, Pg 653	11/23/93	Bullock	
Richland, Montana	Bk B-142, Pg 901	11/23/93	Nohly	Nohly released
Eddy, New Mexico	Bk 173, Pg 816	11/23/93	Potash	
Lea, New Mexico	Bk 604, Pg 182	11/23/93	Drinkard North	
Blaine, Oklahoma	Bk 668, Pg 19	11/22/93	River Bend	
Custer, Oklahoma	Bk 904, Pg 877	11/22/93	Custer, Thomas	
Ellis, Oklahoma	Bk 567, Pg 52	11/22/93	Stuart	

County, State	Recording Data	Date of Recording	Prospect/Field	Comments
Stephens, Oklahoma	Bk 1902, Pg 347	11/22/93	Knox, North Doyle	
Woods, Oklahoma	Bk 764, Pg 524 Rec. No. 6483-1	11/22/93	Fair Valley	
Campbell, Wyoming	Bk 1269, Pg 1	11/23/93	Clabaugh, Jayson, Moyer Draw, Wallace South	
Crook, Wyoming	Bk 323, Pg 491	11/23/93	Edsel	
Lincoln, Wyoming	Bk 341, Pg 264 Rec. No. 775075	11/23/93	Sublette Cutoff, Tri County	
Sublette, Wyoming	Bk 95, Pg 463 Rec. No. 244250	11/23/93	Bird Canyon, East Bird Canyon, Osprey, North Bird Canyon, Ontario, Condor, Heron, Meadowlark, Quebec	
Sweetwater, Wyoming	Bk 843, Pg 1679 Rec. No. 1150476	11/23/93	Spruce, Monument Butte, E. Bird Canyon, Tri County, Webster, Whiskey Butte, Four Mile Gulch, Hay Reservoir, McCullen Bluff	
Sweetwater, Wyoming	Bk 856, Pg 952 #1175491	10/24/94	Hay Reservoir, Echo Springs, Four Mile Gulch, LST, McCullen Bluff	
Conecuh, Alabama	Bk 465, Pg 225	01/13/95	North Barnett, Escambia River	
Escambia, Alabama	Bk 84, Pg 557	01/13/95	North Barnett, Escambia River	
Lipscomb, Texas	Vol 349, Pg 736	01/18/95	Stuart	
Sweetwater, Wyoming	Bk 859, Pg 1229 #1180859	01/11/95	Strike, Monument Butte, Spruce	

572

ANNEX II

573

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501739	03	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
WY	-10993**		HOUSTON G. WILLIAMS			SEC 18: E/2SE/4

TA[redacted] *** WYOMING ***
OU[redacted] WY - SUBLETTE
RC[redacted] T: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501726 Y-10541**	04 USA W-58724 JOHN P. CUCCIA	05/01/1977	BK 54 PG 470	T 27 N R 111 W SEC 19: SW/4NE/4
[redacted] 6501739 [redacted]-10993**	01 USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 19: E/2NE/4

[redacted]

[redacted]

[redacted]

679

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501739 Y-10993**	04	USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 18: E/2NE/4

575

STATE: WYOMING
COU[redacted] SUBLETTE
PR[redacted]T: 5000275 Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	AMOCO AH #1	49-35-20794	0.000000		0.021585	
001	AMOCO AG #1	49-35-20780	0.000000		0.009289	
003	AMOCO AJ #1	49-35-50597	0.000000		0.009289	

576

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501796 -1231900	01	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 5: NW/4

577

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted]: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501796 -12319**	02	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 8: NW/4

[redacted]

[redacted]

578

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -11109**	04	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: NW/4

67

ST[redacted]: *** WYOMING ***
CO[redacted]Y: WY - SUBLETTE
PR[redacted]CT: East Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
3A	6501726	03	USA W-58724	05/01/1977	BK 54 PG 470	T 27 N R 111 W
WY-10541**			JOHN P. CUCCIA			SEC 19: LOTS 1, 2, E/2NW/4

[redacted]

[redacted]

[redacted]

580

.TE: *** WYOMING ***
JNTY: WY - SUBLETTE
ASPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 1110900	02	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: NW/4

1857

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
OBJECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101383 12365**	04	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: NW/4

[redacted]

[redacted]

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583

.TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501761	04	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: NW/4

583

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted]. East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501726 10541**	01	USA W-58724 JOHN P. CUCCIA	05/01/1977	BK 54 PG 470	T 27 N R 111 W SEC 30: LOT 3, E/2W/4
1501727 10542**	01	USA W-62875 ENERGETICS INC	04/01/1978	BK 68 PG 533	T 27 N 111 W SEC 30: LOT 4

[redacted]

[redacted]

[redacted]

584

.TE: *** WYOMING ***
UNTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501766 11173**	01	USA W-63490 SUPERIOR OIL CORP	06/01/1978	BK 66 PG 168	T 27 N R 111 W SEC 32: NW/4

585

[redacted]

*** WYOMING ***
WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501796 231900	07	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 7: NE/4

[redacted]

5.84

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501797 -12320**	01	USA W-35398 HELEN M. DONALDSON	07/01/1972	BK 63 PG 605	T 27 N R 111 W SEC 17: NE/4

587

AT [redacted] *** WYOMING ***
UP [redacted] WY - SUBLETTE
OS [redacted]: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817 -12740**	01	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 20: NE/4

[redacted]

[redacted]

588

589

:E: *** WYOMING ***
:TY: WY - SUBLETTE
:PECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501761	03	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: W/2NE/4, SE/4NE/4
501762 1107**	01	USA W-34033 ROBERT W. DAVID	05/01/1972	BK 57 PG 286	T 27 N R 111 W SEC 29: NE/4NE/4

[redacted]
*** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 11109**	01	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 8: S/2SW/4
6501796 12319**	05	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 8: N/2SW/4

[redacted]

[redacted]

590

.TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501758 11100**	01 USA W-35399 JOHN I WESTON	07/01/1972	BK 64 PG 633	T 27 N R 111 W SEC 13: NW/4
5501759 11102**	01 USA W-54136 SAM V. MORSE	04/01/1976		T 27 N R 111 W SEC 15: SW/4

591.

TATE: *** WYOMING ***
OUN[redacted]: WY - SUBLETTE
R[redacted]CT: EAST BIRD CANYON

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -11109**	05	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: SW/4

[redacted]

[redacted]

[redacted]

252

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: Osprey

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
3101383 12365**	03	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: N/2SW/4, SE/4SW/4
3501799 12366**	01	USA W-68454 EDWARD K. JUDSON	09/01/1979	BK 71 PG 306	T 27 N R 111 W SEC 28: SW/4SW/4

593

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OS^ECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501796 06 -123194*	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 6: SE/4

594

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501739	02	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
(-10993**		HOUSTON G. WILLIAMS			SEC 7: SE/4

595

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817 -12740**	02	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 17: SE/4

546

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501764	06	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
	Y-1110**		OLE M HANSON			SEC 20: SE/4

697

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501761	01	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: SE/4

548

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501726	02	USA W-58724	05/01/1977	BK 54 PG 470	T 27 N R 111 W
	Y-10541**		JOHN P. CUCCIA			SEC 30: SE/4

599

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501763 C-11108**	01	USA W-63821 JAMES M TURLINGTON	07/01/1978	BK 57 PG 195	T 27 N R 111 W SEC 32: LOTS 3 (29.83), 4 (30.03), N/2SE/4

606

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501760 Y-11104**	01	USA W-36422 JEAN D. TRUE	10/01/1972	BK 57 PG 369	T 27 N R 111 W SEC 22: NW/4

01

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: EAST BIRD CANYON

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501764	03	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
WY-11109**			OLE M HANSON			SEC 20: NW/4SW/4, S/2SW/4
GA	6501765	01	USA W-59776	09/01/1977	BK 64 PG 278	T 27 N R 111 W
WY-11170**			DOROTHY LANGLEY			SEC 20: NE/4SW/4

602

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501739	05	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
Y	-10993**		HOUSTON G. WILLIAMS			SEC 6: N/2NE/4
A	6501796	03	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
Y	-12319**		ADA WOOD			SEC 6: S/2NE/4

603

STATE: WYOMING
COUNTY: SUBLETTE & SWEETWATER
PROSPECT: 5000241 East Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #10-5	49-35-20508	0.157493		0.124813	
002	BC FEDERAL #10-8	49-35-20597	0.110245		0.088196	
003	BC FEDERAL #10-17	49-35-20586	0.157490		0.126782	
004	BC FEDERAL #10-19	49-35-20455	0.787500		0.639188	
005	BC FEDERAL #10-20	49-35-20549	0.518381		0.417297	
006	BC FEDERAL #10-28	49-35-20585	0.303750		0.224775	
007	BC FEDERAL #10-29	49-35-20512	0.157490		0.126782	
008	BC FEDERAL #10-30	49-35-20454	0.787500		0.642965	
009	BC FEDERAL #10-32	49-35-20546	0.343220		0.253983	
010	BC FEDERAL #20-7	49-35-20681	0.125990		0.103160	
011	BC FEDERAL #20-17	49-35-20682	0.094496		0.075124	
012	BC FEDERAL #20-20	49-35-20678	0.455621		0.367525	
013	BC FEDERAL #20-29	49-35-20679	0.153556		0.124400	
014	BC FEDERAL #30-4	49-37-21815	0.238870		0.213223	
015	BC FEDERAL #30-8	49-35-20680	0.110245		0.087409	
016	BC FEDERAL #30-15	49-35-20513	0.161385	0.129108	0.125679	0.103287
017	BC FEDERAL #30-17	49-35-20677	0.157493		0.126782	
027	BC FEDERAL #30-20	49-35-20814	0.000000	0.240690	0.014810	0.198760
019	BC FEDERAL #40-6	49-35-20598	0.110245		0.088196	
020	BC FEDERAL #40-7	49-35-20587	0.125995		0.095913	
021	BC FEDERAL #40-17	49-35-20684	0.105500		0.085700	
022	BC FEDERAL #40-20	49-35-20584	0.377400		0.297200	
023	BC FEDERAL #40-29	49-35-20509	0.153556		0.124400	
024	BC FEDERAL #40-30	49-35-20506	0.787500		0.639188	

604

STATE: WYOMING
COUNTY: SUBLETTE & SWEETWATER
PROSPECT: 5000241 East Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
25	BC FEDERAL #40-32	49-35-20582	0.157493		0.129032	
26	TRUE FEDERAL #10-22	49-35-20724	0.157886		0.131937	
18	BC FEDERAL #30-28	49-35-20702	0.303750		0.224775	
28	BC FEDERAL #20-6	49-35-20982	0.120700		0.093578	

605

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted]: North Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501769 11221**	01	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: LOTS 3, 4, E/2SW/4

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STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: North Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501769	03	USA W-62791	05/01/1978	BK 68 PG 347	T 28 N R 111 W
	W-11221**		ROBERT W. MYERS			SEC 31: LOTS 1, 2, E/2NW/4

607

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: Ontario

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501857 Y-13663**	02	USA W-67178 PHYLLIS HAMSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 3, 4, S/2NW/4

608

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000242 N. Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	BC FEDERAL #30-31	49-35-20672	0.513077		0.416927	
004	BC FEDERAL #10-31	49-35-20687	0.628600	0.576700	0.505900	0.468190
007	BC FEDERAL #10-1	49-35-21028	0.431500		0.347580	

609

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: Condor

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501817	03	USA W-54137	04/01/1976	BK 64 PG 328	T 27 N R 111 W
	Y-12740**		MELVIN MEESTER			SEC 33: NW/4SW/4
A	6501902	01	USA W-53094	01/01/1976	BK 71 PG 308	T 27 N R 111 W
	Y-15049**		OWEN P. MILES, JR.			SEC 33: LOTS 1 (30.40), 2 (30.95), NE/4SW/4

610

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

LEASE NO	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
USA	6501902	02	USA W-53094	01/01/1976	BK 71 PG 308	T 27 N R 111 W
WY-15049**			OWEN P. MILES, JR.			SEC 33: LOTS 3 (31.51), 4 (32.06), N/2SE/4

1011

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000240 Condor

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #30-33	49-35-20754	0.719200		0.557325	
002	BC FEDERAL #40-33	49-35-20802	0.888660		0.719280	

612

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: HERON

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501890	01	ST WY 72-28069	11/02/1972	BK 69 PG 266	T 27 N R 111 W
Y	-14134**		BETTY B. SHAFFER			SEC 16: NW/4
A	6501890	02	ST WY 72-28069	11/02/1972	BK 69 PG 266	T 27 N R 111 W
Y	-14134**		BETTY B. SHAFFER			SEC 16: SW/4
A	6501890	03	ST WY 72-28069	11/02/1972	BK 69 PG 266	T 27 N R 111 W
Y	-14134**		BETTY B. SHAFFER			SEC 16: SE/4

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STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000105 Heron

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
005	HERON STATE #10-16	49-37-20723	0.344431		0.272947	
006	PHILLIPS STATE #1-16	49-35-20912	0.000000		0.009243	
007	PHILLIPS STATE #2-16	49-35-20909	0.000000	0.125880	0.000000	0.109830

614

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: Meadowlark
ELL:

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A 6501909 (-15060**	01	USA W-38071 JOAN CHORNEY	02/01/1973	BK 72 PG 875	T 28 N R 111 W SEC 21: SW/4

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000243 Meadowlark

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	CHORNEY FEDERAL #30-21	49-35-20758	0.116750		0.088836	

6/16

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

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	5101403	01	USA W-64985	10/01/1978	BK 57 PG 79	T 27 N R 112 W
	WY-15274**		L. A. WALSTROM, JR.			SEC 1: SW/4
GA	6501857	01	USA W-67178	04/01/1979	BK 66 PG 419	T 27 N R 112 W
	WY-13663**		PHYLLIS HANSON			SEC 1: LOTS 1, 2, S/2NE/4
GA	6501933	05	USA W-77883	07/01/1976	BK 71 PG 304	T 28 N R 111 W
			FREDA ESPOSITO			SEC 20: SE/4

617

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000244 Ontario

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	ESPOSITO FEDERAL #40-20	49-35-20760	0.854200		0.661523	
002	WALSTROM FEDERAL #30-1	49-35-20753	0.905500		0.755246	
003	HANSON FEDERAL #20-1	49-35-20755	0.424000		0.340768	

618

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

LEASE NO	LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
USA	5101383 01 WY-12365**	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: NE/4
USA	5101383 02 WY-12365**	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: SE/4

619

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000106 Osprey

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	BC FEDERAL #20-28	49-35-20726	0.692283		0.512289	
004	BC FEDERAL #40-28	49-35-20683	0.692283		0.512289	

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

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501942	01	USA W-64986	10/01/1978		T 27 N R 112 W
WY-15306**			BELCO PETROLEUM CORPORATION			SEC 14: NE/4

621

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #20-14	49-35-20790	0.826000		0.619350	

52

EXHIBIT B

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501739	03	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
WY	-10993**		HOUSTON G. WILLIAMS			SEC 18: E/2SE/4

623

1/83

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon

AQ	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA	6501726	04	USA W-58724	05/01/1977	BK 54 PG 470	T 27 N R 111 W
WY	-10541**		JOHN P. CUCCIA			SEC 19: SW/4NE/4
GA	6501739	01	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
WY	-10993**		HOUSTON G. WILLIAMS			SEC 19: E/2NE/4

627

TATE: *** WYOMING ***
:OUNTY: WY - SUBLETTE
'ROSPECT: Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501739	04	USA W-67808	06/01/1979	BK 62 PG 46	T 27 N R 111 W
Y	-10993**		HOUSTON G. WILLIAMS			SEC 18: E/2NE/4

625

STATE: WYOMING
CO[redacted]: SUBLETTE
PR[redacted]T: 5000275 Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
002	AMOCO AH #1	49-35-20794	0.000000		0.021585	
001	AMOCO AG #1	49-35-20780	0.000000		0.009289	
003	AMOCO AJ #1	49-35-50597	0.000000		0.009289	

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6216

.TE: *** WYOMING ***
JNTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501796 01 12319**	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 5: NW/4

687

[redacted]AT
[redacted]OU
[redacted]OS[redacted]T: East Bird Canyon

*** WYOMING ***
WY - SUBLETTE

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501796 -12319**	02	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 8: NW/4

[redacted]

[redacted]

[redacted]

628

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -11109**	04	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: NW/4

629

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted] T: East Bird Canyon

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501726	03	USA W-58724	05/01/1977	BK 54 PG 470	T 27 N R 111 W
	Y-10541**		JOHN P. CUCCIA			SEC 19: LOTS 1, 2, E/2NW/4

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[redacted]

[redacted]

630

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 02 1110900	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: NW/4

631

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
SP[redacted]: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101383 04 12365**	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: NW/4

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6328

.TE: *** WYOMING ***
)NTY: WY - SUBLETTE
)SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501761	04	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: NW/4

633

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted] East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501726 10541**	01	USA W-58724 JOHN P. CUCCIA	05/01/1977	BK 54 PG 470	T 27 N R 111 W SEC 30: LOT 3, E/2W/4
6501727 10542**	01	USA W-62875 ENERGETICS INC	04/01/1978	BK 68 PG 533	T 27 N 111 W SEC 30: LOT 4

[redacted]

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634

TE: *** WYOMING ***
MTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501766 01 11173**	USA W-63490 SUPERIOR OIL CORP	06/01/1978	BK 66 PG 168	T 27 N R 111 W SEC 32: NW/4

35

*** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE
3017706	07 USA W-51347
231966	ADA WOOD

DESCRIPTION

T 27 N R 111 W
SEC 7: NE/4

LEASE DATE	RECORDING DATA
08/01/1975	BK 61 PG 447

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501797 -12328**	01	USA W-35398 HELEN M. DONALDSON	07/01/1972	BK 63 PG 605	T 27 N R 111 W SEC 17: NE/4

637

[redacted]

*** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817 -12740**	01	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 20: NE/4

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638

E: *** WYOMING ***
TY: WY - SUBLETTE
PECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501761	03	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: W/2NE/4, SE/4NE/4
501762 1107**	01	USA W-34033 ROBERT W. DAVID	05/01/1972	BK 57 PG 280	T 27 N R 111 W SEC 29: NE/4NE/4

639

[redacted] *** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 11109**	01	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 8: S/2SW/4
6501796 12319**	05	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 8: N/2SW/4

[redacted]

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640

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501758	01	USA W-35399	07/01/1972	BK 64 PG 633	T 27 N R 111 W
1100**		JOHN I WESTON			SEC 15: NW/4
501759	01	USA W-54136	04/01/1976		T 27 N R 111 W
1102**		SAM V. MORSE			SEC 15: SW/4

1941

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OF [redacted]T: EAST BIRD CANYON

[redacted]

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 -11109**	05	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 17: SW/4

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1942

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: Osprey

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101383 12365**	03	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: N/2SW/4, SE/4SW/4
5501799 12366**	01	USA W-68454 EDWARD E. JUDSON	09/01/1979	BK 71 PG 306	T 27 N R 111 W SEC 28: SW/4SW/4

643

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted] East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
301796	06	USA W-51347	08/01/1975	BK 61 PG 447	T 27 N R 111 W
2319**		ADA WOOD			SEC 6: SE/4

[redacted]

[redacted]

6444

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
1501739 10993**	02	USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 7: SE/4

1645

[redacted]

*** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817 12740**	02	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 17: SE/4

[redacted]

[redacted]

046

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 06	USA W-68117	07/01/1979	BK 59 PG 7	T 27 N R 111 W
1110900	OLE M HANSON			SEC 20: SE/4

L47

[redacted] *** WYOMING ***
WY - SUBLETTE
East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501761	01	USA W-62508 R. L. BILLINGS	11/01/1978	BK 57 PG 187	T 27 N R 111 W SEC 29: SE/4

[redacted]

[redacted]

648

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501726 -10541**	02	USA W-58724 JOHN P. CUCCIA	05/01/1977	BK 54 PG 470	T 27 N R 111 W SEC 30: SE/4

6049

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted] East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
501763	01	USA W-63821	07/01/1978	BK 57 PG 195	T 27 N R 111 W
1108**		JAMES M TURLINGTON			SEC 32: LOTS 3 (29.83), 4 (30.03), N/2SE/4

[redacted]

[redacted]

[redacted]

650

PAGE 29 OF 30

DESCRIPTION

T 27 N R 111 W
SEC 22: NW/4

LEASE DATE	RECORDING DATA
10/01/1972	BK 57 PG 369

\TE: *** WYOMING ***
CNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE
65017760	01 USA W-36422
1110444	JEAN D. TRUE

109

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROJECT: EAST BIRD CANYON

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501764 03 -11109**	USA W-68117 OLE M HANSON	07/01/1979	BK 59 PG 7	T 27 N R 111 W SEC 20: NW/4SW/4, S/2SW/4
6501765 01 -11170**	USA W-59776 DOROTHY LANGLEY	09/01/1977	BK 64 PG 278	T 27 N R 111 W SEC 20: NE/4SW/4

652

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: East Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501719 -10993**	05	USA W-67808 HOUSTON G. WILLIAMS	06/01/1979	BK 62 PG 46	T 27 N R 111 W SEC 6: N/2NE/4
6501796 -12319**	03	USA W-51347 ADA WOOD	08/01/1975	BK 61 PG 447	T 27 N R 111 W SEC 6: S/2NE/4

653

STATE: WYOMING
COU[redacted] SUBLETTE & SWEETWATER
PRO[redacted]CT: 5000241 East Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #10-5	49-35-20508	0.157493		0.124813	
002	BC FEDERAL #10-8	49-35-20597	0.110245		0.088196	
003	BC FEDERAL #10-17	49-35-20586	0.157490		0.126782	
004	BC FEDERAL #10-19	49-35-20455	0.787500		0.639188	
005	BC FEDERAL #10-20	49-35-20549	0.518381		0.417297	
006	BC FEDERAL #10-28	49-35-20585	0.303750		0.224775	
007	BC FEDERAL #10-29	49-35-20512	0.157490		0.126782	
008	BC FEDERAL #10-30	49-35-20454	0.787500		0.642965	
009 [redacted]	BC FEDERAL #10-32	49-35-20546	0.343220		0.253983	
010 [redacted]	BC FEDERAL #20-7	49-35-20681	0.125990		0.103160	
11	BC FEDERAL #20-17	49-35-20682	0.094496		0.075124	
12	BC FEDERAL #20-20	49-35-20678	0.455621		0.367525	
13	BC FEDERAL #20-29	49-35-20679	0.153556		0.124400	
14	BC FEDERAL #30-4	49-37-21815	0.238870		0.213223	
15	BC FEDERAL #30-8	49-35-20680	0.110245		0.087409	
16	BC FEDERAL #30-15	49-35-20513	0.161385	0.129108	0.125679	0.103287
17	BC FEDERAL #30-17	49-35-20677	0.157493		0.126782	
27	BC FEDERAL #30-20	49-35-20814	0.000000	0.240690	0.014810	0.198760
19	BC FEDERAL #40-6	49-35-20598	0.110245		0.088196	
20 [redacted]	BC FEDERAL #40-7	49-35-20587	0.125995		0.095913	
21 [redacted]	BC FEDERAL #40-17	49-35-20684	0.105500		0.085700	
22 [redacted]	BC FEDERAL #40-28	49-35-20584	0.377400		0.297200	
23	BC FEDERAL #40-29	49-35-20509	0.153556		0.124400	
24	BC FEDERAL #40-30	49-35-20506	0.787500		0.639188	

654

STATE: WYOMING
COUNTY: SUBLETTE & SWEETWATER
PROSPECT: 5000241 East Bird Canyon

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
025	BC FEDERAL #40-32	49-35-20502	0.157493		0.129032	
026	TRUE FEDERAL #10-22	49-35-20724	0.157886		0.131937	
018	BC FEDERAL #30-28	49-35-20702	0.303750		0.224775	
28	BC FEDERAL #20-6	49-35-20982	0.120700		0.093578	

655

TE[redacted] *** WYOMING ***
NT[redacted] WY - SUBLETTE
AP[redacted]: North Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501769 01 11221**	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: LOTS 3, 4, E/2SW/4

[redacted]

[redacted]

656

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: North Bird Canyon

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
3501769 11221**	03	USA W-62791 ROBERT W. MYERS	05/01/1978	BK 68 PG 347	T 28 N R 111 W SEC 31: LOTS 1, 2, E/2NW/4

6897

TE[redacted] *** WYOMING ***
N[redacted] WY - SUBLETTE
S[redacted]: Ontario

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501857 13663**	02	USA W-67178 PHYLLIS HANSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 3, 4, S/2NW/4

[redacted]

[redacted]

658

TATE: WYOMING
OUNTY: SUBLETTE
ROSPECT: 5000242 N. Bird Canyon

ELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
02	BC FEDERAL #30-31	49-35-20672	0.513077		0.416927	
04	BC FEDERAL #10-31	49-35-20687	0.628600	0.576700	0.505900	0.468190
07	BC FECERAL #10-1	49-35-21028	0.431500		0.347580	

(58)

[redacted] *** WYOMING ***
[redacted] WY - SUBLETTE
[redacted]: Condor

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501817 -12740**	03	USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 33: NW/4SW/4
6501902 15049**	01	USA W-53094 OWEN P. MILES, JR.	01/01/1976	BK 71 PG 308	T 27 N R 111 W SEC 33: LOTS 1 (30.40), 2 (30.95), NE/4SW/4

[redacted]

[redacted]

660

\TE: *** WYOMING ***
JNTY: WY - SUBLETTE
)SPECT: Condor

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501902 02 -15049**	USA W-53094 OWEN P. MILES, JR.	01/01/1976	BK 71 PG 308	T 27 N R 111 W SEC 33: LOTS 3 (31.51), 4 (32.06), N/2SE/4

6601

STATE: WYOMING
COUNTY: SUBLETTE
PROSPECT: 5000240 Condor

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #30-33	49-35-20754	0.719200		0.557325	
002	BC FEDERAL #40-33	49-35-20802	0.888660		0.719280	

6602

.TE: *** WYOMING ***
JNTY: WY - SUBLETTE
)SPECT: HERON

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6501890 01 14134**	ST WY 72-28069 BETTY B. SHAFFER	11/02/1972	BK 69 PG 266	T 27 N R 111 W SEC 16: NW/4
6501890 02 14134**	ST WY 72-28069 BETTY B. SHAFFER	11/02/1972	BK 69 PG 266	T 27 N R 111 W SEC 16: SW/4
6501890 03 14134**	ST WY 72-28069 BETTY B. SHAFFER	11/02/1972	BK 69 PG 266	T 27 N R 111 W SEC 16: SE/4

6603

STATE: WYOMING
COU[redacted]E SUBLETTE
PRO[redacted]CT: 5000105 Heron

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
305	HERON STATE #10-16	49-37-20723	0.344431		0.272947	
306	PHILLIPS STATE #1-16	49-35-20912	0.000000		0.009243	
307	PHILLIPS STATE #2-16	49-35-20909	0.000000	0.125880	0.000000	0.109830

[redacted]

[redacted]

TE: *** WYOMING ***
NTY: WY - SUBLETTE
SPECT: Meadowlark
L:

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5501909 01 15060**	USA W-38071 JOAN CHORNEY	02/01/1973	BK 72 PG 875	T 28 N R 111 W SEC 21: SW/4

6

6065

[redacted]TE: WYOMING
UNTY: SUBLETTE
OSPECT: 5000243 Meadowlark

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	CHORNEY FEDERAL #30-21	49-35-20758	0.116750		0.088836	

[redacted]

[redacted]

6666

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: ONTARIO

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101403 -15274**	01	USA W-64985 L. A. WALSTROM, JR.	10/01/1978	BK 57 PG 79	T 27 N R 112 W SEC 1: SW/4
6501857 -13663**	01	USA W-67178 PHYLLIS HANSON	04/01/1979	BK 66 PG 419	T 27 N R 112 W SEC 1: LOTS 1, 2, S/2NE/4
6501933	05	USA W-77883 FREDA ESPOSITO	07/01/1976	BK 71 PG 304	T 28 N R 111 W SEC 20: SE/4

6967

STATE: WYOMING
COUNTY: SUBLETTE
PROJECT: 5000244 Ontario

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	ESPOSITO FEDERAL #40-20	49-35-20760	0.854200		0.661523	
002	WALSTROM FEDERAL #30-1	49-35-20753	0.905500		0.755246	
003	HANSON FEDERAL #20-1	49-35-20755	0.424000		0.340768	

ATE: *** WYOMING ***
UNTY: WY - SUBLETTE
OSPECT: OSPREY

LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
5101383 -12365**	01	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: NE/4
5101383 -12365**	02	USA W-62117 R. KEN WILLIAMS	02/01/1978	BK 67 PG 646	T 27 N R 111 W SEC 28: SE/4

6669.

STATE: WYOMING
COU[redacted] SUBLETTE
PRO[redacted]I: 5000106 Osprey

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
003	BC FEDERAL #20-28	49-35-20726	0.692283		0.512289	
004	BC FEDERAL #40-28	49-35-20683	0.692283		0.512289	

[redacted]

[redacted]

670

TATE: *** WYOMING ***
OUNTY: WY - SUBLETTE
ROSPECT: Quebec

Q	LEASE NUMBER		LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
A	6501942	01	USA W-64986	10/01/1978		T 27 N R 112 W
	Y-15306**		BELCO PETROLEUM CORPORATION			SEC 14: NE/4

(67)

STATE: WYOMING
C[redacted]Y: SUBLETTE
[redacted]ECT: 5000256 Quebec

WELL NUMBER	WELL OR UNIT NAME	API NUMBER	WORKING INTEREST BPO	WORKING INTEREST APO	NET REVENUE INTEREST BPO	NET REVENUE INTEREST APO
001	BC FEDERAL #20-14	49-35-20790	0.826000		0.619350	

[redacted]

[redacted]

(72)

673

Producers 88—Revised
Wyoming (U)
(12-86)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of April, 1997, by and between Joan R. Miller, a single woman

of 1479 Patrick Dr., Paradise, CA 95969, hereinafter called lessor (whether one or more), and Stanwood, Inc., a Texas Corporation of P.O.Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of _____ DOLLARS ($_____) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto 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 substances, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4
Township 32 North, Range 112 West 6th P.M.
Section 10: Lots 1,2 and 3

11:20a

RECORDED Mar. 19 1998 IN BOOK 101 OF R.P. PAGE 273
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

261855

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 1196.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from October 24, 1997 (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 is produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Wells Fargo Bank Bank at 39265 Paseo Padre Pkwy, Fremont, CA 94538 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of $1.00 per net acre, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date. In like manner and upon like payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X Joan R. Miller
Joan R. Miller, a single woman
SSN#: 541-32-9648

STATE OF California
COUNTY OF Butte } SS.

(Individual—Wye.)

On this 18th day of April, 1997, before me personally appeared Joan R. Miller, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
Feb 22 2000

Lee Ann Brady
Notary Public

Lee Ann Brady
Comm #1065835
NOTARY PUBLIC CALIFORNIA
BUTTE COUNTY
Comm. Exp. Feb 22, 2000

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wye.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

674

675

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PARKER & PARSLEY, INC.
P.O. Box 3178
Midland, TX 79702
Attn: Kerrie Stewart

AFFIDAVIT AS TO SUCCESSION OF INTEREST

STATE OF WYOMING)(

COUNTY OF SUBLETTE)(**KNOW ALL MEN BY THESE PRESENTS**

BEFORE ME, the undersigned, a Notary Public in and for the County of Midland, State of Texas, on this day personally appeared W.T. Howard, Senior Vice President of Parker & Parker, Inc, General Partner of Parker & Parsley Producing, L.P., to me well known, and who after being by me duly sworn, deposes and says that;

WHEREAS, by Conveyance dated April 8, 1994, but effective December 1, 1993, recorded in Book 96, Page 437, of the Oil and Gas Records of Sublette County, Wyoming (the "Conveyance"), Santa Fe Energy Resources, Inc., a Delaware Corporation , Santa Fe Energy Operating Partners, L.P., a Delaware limited partnership and SFER Properties-A, Inc., a Delaware Corporation (therein jointly called "Grantor") conveyed to Bridge Oil Company, L.P., a Delaware limited partnership, (therein called "Grantee") in addition to other interests, all of Grantor's right, title and interest in and to certain oil and gas leases, described on Exhibit "A" of the aforesaid Conveyance together with the oil wells, natural gas wells and injection wells, tanks, pipelines, easements, permits, right-of-way, facilities and improvements, located on the land covered by the leases or used in connection with the oil and gas operation thereon.

WHEREAS, Grantor's conveyance to Grantee of its interest in those certain properties listed on Exhibit "A" of the Conveyance was unintentional, Grantor and Grantee corrected said Conveyance by that certain "Correction Conveyance"dated December 7, 1995, recorded in Book 104, Page184 of the Oil and Gas Records of Sublette County, Wyoming.

WHEREAS, certain incorrect recitations were made concerning the successors in interest to Bridge Oil Company, L.P., a Delaware limited partnership, in the Correction Conveyance.

THEREFORE, in consideration of the premises, Parker & Parsley Producing, L.P. hereby declares that the correct succession of interests of Bridge Oil Company, L.P., is as follows:

261962

RECORDED May 19, 1997 2:00 p.m.
IN BOOK 104 PAGE 675
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

[redacted] [redacted] [redacted]

EFFECTIVE, September 1, 1994, the name of Bridge Oil Company. L.P., a Delaware limited partnership, was changed to Parker & Parsley Development L.P., a Delaware limited partnership; and

EFFECTIVE, December 31, 1994, the name of Parker & Parsley Development L.P., a Delaware limited partnership was changed to Parker & Parsley Producing L.P., a Delaware limited partnership, whose address is P.O. Box 3178, Midland, TX 79702;

Further affiant saith not.

W.T. Howard, Affiant

Subscribed and Sworn to Before Me, this 6th day of May, 1997.

LETA H. COLLINS
Notary Public, State of Texas
My commission expires 9-20-1999

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, this Affidavit is executed on this 6th day of May, 1997.

PARKER & PARSLEY PRODUCING L.P.

By: Parker & Parsley, Inc., General Partner

By:
W.T. Howard, Senior Vice President

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

ON THIS 6th day of May, 1997, before me, the undersigned authority, appeared W.T. Howard, to me personally known, who being duly sworn, did acknowledge and state that he is the Senior Vice President of Parker & Parsley, Inc., General Partner of Parker & Parsley Producing L.P., and that he executed the foregoing instrument in the capacity therein stated and as the free act and deed of said corporation.

LETA H. COLLINS
Notary Public, State of Texas
My commission expires 9-20-1999

Notary Public in and for the State of Texas

677

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of April, 19 97, by and between Benjamin F. Carrick & Deborah C. Carrick, husband & wife

of 4312 Amherst Rd., Erie, Pennsylvania 16506, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P.O.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 33 North, Range 111 West, 6th P.M.
Section 5: W/2SW/4, SE/4SW/4, SW/4SE/4
Section 6: Lot 4,5,6, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4
Section 8: NW/4NW/4

261981

9:30a
RECORDED Mar. 22 1999 M
IN BOOK 104 ORIG PAGE 677
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

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 636.16 acres.

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

In consideration of the premises, lessee covenants and agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X Benjamin F. Carrick
Benjamin F. Carrick
SSN#: 166-46-8288

X Deborah C. Carrick
Deborah C. Carrick
SSN#: 166-46-6763

STATE OF PA.
COUNTY OF ERIE } SS.

(Individual—Wyo.)

On this 6th day of MAY, 19 97, before me personally appeared BENJAMIN F. CARRICK, 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:

Notarial Seal
Judy S. Pursell, Notary Public
Erie, Erie County
My Commission Expires June 12, 2000
Member, Pennsylvania Association of Notaries

Judy S. Pursell
Notary Public

STATE OF PA
COUNTY OF ERIE } SS.

(Individual—Wyo.)

On this 6th day of MAY, 19 97, before me personally appeared DEBORAH C. CARRICK, 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:

Notarial Seal
Judy S. Pursell, Notary Public
Erie, Erie County
My Commission Expires June 12, 2000
Member, Pennsylvania Association of Notaries

Judy S. Pursell
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

pages 679-683 are duplicated

MEMORANDUM OF OIL AND GAS LEASE AGREEMENT

AGREEMENT, Made and entered into this 7th day of January, between Susan Spear Root, Susan R. Graham, and Chapman J. Root, II, the Chapman S. Root 1982 Living Trust, d/b/a Circle S Ranch, P. O. Box 2860, Daytona Beach, Florida 32120-2860, Party of the First Part, hereinafter called "Lessor", and Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602, Party of the Second Part, hereinafter called "Lessee";

W I T N E S S E T H

WHEREAS Lessor is the owner in fee simple of all the surface, and surface rights appertaining thereto, of certain lands in Sublette County, Wyoming, hereinafter described; and

WHEREAS Lessor is also the owner (subject in part to a life estate interest) of a portion of the mineral rights lying under said lands; and

WHEREAS at the request of Lessee, Lessor desires to lease to Lessee, to the extent of Lessor's right so to do, the right to explore, mine and operate for oil and gas (including other gaseous substances) upon and under said lands and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE for and in consideration of the premises and the sum of Ten and more Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed,

LESSOR BY THESE PRESENTS does, to the extent of Lessor's rights so to do now or hereafter owned, hereby grant, demise, lease and let unto Lessee, his successors and assigns, for the sole and only purposes of surveying (by geological, geophysical and all other methods), and for mining and operating for such oil, gas, or gaseous substances as may lie under the following lands, together with such of the surface thereof as may reasonably be necessary, and with any reversionary rights therein, situate in the County of Sublette, State of Wyoming described as follows, to wit:

Township 37 North, Range 110 West, 6th P.M.

Section 25: NW 1/4 NW 1/4

Section 26: NE 1/4 NE 1/4

261982

RECORDED May 20, 1997 10:00AM
BOOK 104 Of R PAGE 679
FEE 10.00 COUNTY CLERK
LINCOLN COUNTY, PINEDALE WYOMING
By Cathy Sadler

FOR A TERM of (3) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee, his successors and assigns;

AND SUBJECT NEVERTHELESS to all of the terms, conditions, agreements and stipulations contained in that certain Oil and Gas Lease Agreement existing between the parties hereto, dated January 6, 1997, which is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

LESSEE:

Farleigh Oil Properties
Bill D. Farleigh - Owner

LESSOR:
SUSAN SPEAR ROOT, SUSAN R. GRAHAM, and CHAPMAN J. ROOT, II, Trustees of the Chapman S. Root 1982 Living Trust Under Trust Agreement Dated November 16, 1982

By: _____
William J. Voges, Duly Authorized Delegate

680

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned, a Notary Public, in and for said County, and State, on this 13th day of February, 1997, personally appeared William J. Voges

, 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.

Sharon H. Romano
Notary Public

STATE OF WYOMING

COUNTY OF CONVERSE

Sharon H. Romano
MY COMMISSION # CC577331 EXPIRES
October 20, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, of this 3rd day of March 19 97 personally appeared Bill D. Farleigh, 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 here unto set my hand and affixed my notarial seal the day and year last above written.

LINDA ANDREWS Notary Public
County of Converse State of Wyoming
My commission Expires Jun 19, 1997

Linda Andrews
Notary Public

Form TA-71 (Rev. 4-4-68) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

ORIGINAL

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated January 6, 1997, from Susan Spear Root, Susan R. Graham, and Chapman J. Root, II as Trustee of the Chapman S. Root 1982 Living Trust, d/b/a Circle S Ranch P.O. Box 2860, Dayton, Florida 32120-2860 as Lessors, to Farleigh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602 as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Farleigh Oil Properties, a sole proprietorship, P.O. Box 3215, Casper, Wyoming 82602

In so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 110 West, 6th P.M.
Section 25: NW/4NW/4
Section 26: NE/4NE/4
Containing 80.0 acres more or less

261983

RECORDED May 20, 1997 10:00AM
BOOK 104 OPR PAGE 682
FEE $8.00
SUBLETTE COUNTY CLERK PINEDALE WYOMING
By Cathy Sorter

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I, Dorothy I. Hecox, a widow

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Farleigh Oil Properties, a sole proprietorship subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Dorothy I. Hecox, a widow Fractional Interest 25% (1/4) Life Estate	P.O. Box 27 Cora, Wyoming 82925	Paid Up Front	$20.00

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 11 day of March, 1997.

x Dorothy I. Hecox
Dorothy I. Hecox (Seal)

Social Security Number: 520-28-4898

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of March, 19 97, personally appeared Dorothy I. Hecox, a widow

XXX

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

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

My Commission Expires 10-17-98

Notary Public.

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 11 day of March, 19 97

by Dorothy I. Hecox

Witness my hand and official seal.

My Commission Expires: 10-17-98

Notary Public

DIANE BOWEN NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 17, 1998

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....
FROM
TO
.....
.....
.....
19....
.....County
This instrument was filed for record on the.....19....., at .....o'clock.....M., and duly recorded in Volume..... Page.....
day of.....
.....of the records of this office.
.....County Clerk.
By.....Deputy.
When recorded return to

No. Jonah [redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned H. P. McLish 633 17th St. #1910, Denver, CO 80202, hereinafter called ASSIGNOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto:

SEE THE ATTACHED EXHIBIT "A"

hereinafter called ASSIGNEE, his heirs and assigns, an overriding royalty of an undivided SEE THE ATTACHED EXHIBIT "A" of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas leases more particularly set forth and described on Exhibit "B" attached hereto and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

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

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 3rd day of January, 1997.

H. P. McLish

STATE OF COLORADO)
COUNTY OF) ss:

The foregoing instrument was acknowleged before me this 3rd day of January, 1997, by H. P. McLish

Witness my hand and notarial seal.

Notary Public

My Commission Expires: February 4, 1999

JAYCEE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

262005

RECORDED May 21, 1997 8:10AM
BOOK 104 OF Y & G PAGE 679
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

No. Jonah

.680A

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated January 3rd, 1997.

1.	McLish Resources L. P. McLish Petroleum Company, General Partner 633 17th St. #1910 Denver, CO 80202	30.0% of 6.0% of 8/8ths
2.	Gasconade Oil Co. 633 17th St. #1910 Denver, CO 80202	30.0% of 6.0% of 8/8ths
3.	Elliott A. Riggs Trust Elliott A. Riggs, Trustee P.O. Box 711 Farmington, NM 87499	30.0% of 6.0% of 8/8ths
4.	W. Clifton Arbuckle Trust W. Clifton Arbuckle, Trustee 633 17th St. #1910 Denver, CO 80202	10.0% of 6.0% of 8/8ths

No. Jonah [redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Overriding Royalty dated January 3rd, 1997.

Sublette County, Wyoming

Lessor: USA, W-130316

Lessee: H. P. McLish

Date: October 1, 1993

Term: 10 years

Royalty: 12.5%

Overriding Royalty: -0-

Recording:

Description: Township 29 North, Range 108 West, 6th P. M.

Section 1: Lot 4, SW¼NE¼, S½NW¼, S½

Section 12: All

Section 13: NE¼, N½NW¼, NE¼SE¼

TOTAL ACRES: 1,399.79

Lessor: USA, W-130317

Lessee: H. P. McLish

Date: October 1, 1993

Term: 10 years

Royalty: 12.5%

Overriding Royalty: -0-

Recording:

Description: Township 29 North, Range 108 West, 6th P. M.

Section 2: Lots 1-4, S½N½, S½

Section 3: S½NE¼, SE¼NW¼, N½SE¼, SE¼SE¼

Section 11: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼

TOTAL ACRES: 1,280.00

682A

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

97 FEB 10 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-127194

Lease Effective Date
(Anniversary Date)
07/01/92

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Texaco Exploration and Production Inc.
4601 DTC Boulevard
Denver, Colorado 80237

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 3: Lots 1-4 Section 14: S2SW Containing 240.08 acres, more or less Sublette County, Wyoming Subject to attached reassignment rider.	100%	33.333%	66.667%	-0-	5.5% of 8/8ths

262006

RECORDED May 21 1997 AM 9:15a
IN BOOK 104 Misc PAGE 682
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 01 1997

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

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

LAND LAW EXAMINER
(Title)

MAY 08 1997
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

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

On this 27th day of January, 1997, before me personally appeared Patrick Lee Callahan, known to me to be the person 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.

Marjorie Frawley, Notary Public

Residing at: 5709 South Nepal Way
Aurora, CO 80015

My Commission Expires: May 21, 1998

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 21 day of January, 19 97

Name of Assignor as shown on current lease Ultra Petroleum (USA) Inc.
Please type or print

Assignor
or
Attorney-in-fact R. G. "Jerry" Albertus, Director
(Signature)

609 West Hastings Street, Suite 1100
(Assignor's Address)

Vancouver, B. C. V6B 4W4
(City) (State) (Zip Code)

Executed this 27th day of January, 1997

Texaco Exploration and Production Inc.

Assignee
or
Attorney-in-fact
(Signature)

Patrick Lee Callahan

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

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

684 A

REASSIGNMENT RIDER
OF LEASE SERIAL NO. WYW-127194

The assignment to which this reassignment rider is attached and made a part hereof is expressly subject to the following terms, conditions and limitations.

In the event that Assignee desires to terminate its interest in said lease, either in whole or in part, Assignee, at any time and from time to time, but not less than sixty (60) days prior to the accrual of any United States Government rental obligation that may be due under said lease, shall give Assignor written notice of the Assignee's intention to terminate its interest in said lease. Assignor shall, within thirty (30) days after receipt of said notice from Assignee, give written notice to Assignee of whether or not Assignor elects to have said lease reassigned to Assignor. In the event that Assignor fails to give any notice to Assignee, Assignee shall have the absolute right to surrender its interest in said lease to the United States Government. This assignment and reassignment rider shall be binding on all successors and assigns of the parties hereto.

In the event that Assignor gives timely written notice to Assignee of its election to have said lease reassigned to it, Assignee shall promptly reassign said lease to Assignor, unencumbered by Assignee.

Until further notice, all notices required to be given to Assignor shall be sent to Liberty Petroleum Corporation, Att: Charles E. Brockner, Jr., 185 Candlewood Path, Dix Hills, NY 11746.

Further, it is agreed that the Assignee will establish, or cause to be established, commercial production on said lease, or in a well where no less than 80 acres of the lease is included in the spacing unit for the well, on or before July 1, 2000, or Assignee will promptly reassign the sublease to Assignor, in its entirety, unencumbered by Assignee.

The overriding royalty, as stated on the attached assignment, shall be paid at the same time as the royalty on the lease is paid and shall be free to Assignor from all costs incurred in drilling, producing, separating, transmitting, transporting, drying, storing, stripping, compressing, treating, sweetening and marketing the production attributable to the reserved interest except only that it shall bear its proportionate share of all taxes levied or assessed upon production of oil, gas and related hydrocarbons.

Signed for identification
LIBERTY PETROLEUM CORPORATION

By _____
Gregor Klurfeld, President

STATE OF NEW YORK :
: SS.:
COUNTY OF NEW YORK:

On the 11th day of Novem 1996, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of Liberty Petroleum Corporation and that the attached instrument was signed by said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of November, 1996.

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires August 31, 1997

_____
Notary Public

[redacted] [redacted] [redacted]

PARTIAL ASSIGNMENT OF

OIL AND GAS LEASE

262013

STATE OF WYOMING :

COUNTY OF SUBLETTE :

RECORDED May 21, 1997 2:40p.m.
BOOK 104 OF 6 Page 685
FEES $12.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WHEREAS, by Farmout Agreement dated July 19, 1996, (the "Farmout Agreement") CNG Producing Company granted to Ultra Petroleum (USA) Inc. the right to acquire certain rights in and to the Oil, Gas and Mineral lease described on Exhibit "A" attached hereto and made a part hereof ("the Lease"); and

WHEREAS, by Assignment dated September 6, 1996, Ultra Petroleum (USA) Inc. assigned all of its right, title and interest in the Farmout Agreement to Western Gas Resources, Inc.; and

WHEREAS, pursuant to the term of the Farmout Agreement, Western Gas Resources, Inc. drilled the Stud Horse Federal Well No. 13-23 in the SW/4 of the SW/4 of Section 23, T29N-R108W Sublette County, Wyoming (the "Well"), to "Contract Depth" as provided in the Farmout Agreement, and is thereby entitled to the following assignment of rights in and to the Lease,

NOW THEREFORE, in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, **CNG PRODUCING COMPANY**, a Delaware Corporation, whose address is 1450 Poydras Street, New Orleans, LA 70112-6000 (hereinafter referred to as "Assignor") does hereby assign, convey, transfer and deliver unto **WESTERN GAS RESOURCES, INC.**, a Delaware Corporation, whose address is 12200 N. Pecos Street, Denver, Colorado 80234 (hereinafter referred to as "Assignee") an undivided seventy-five percent (75%) of Assignor's right, title and interest in and to the Lease, subject to the terms and conditions set forth herein.

Notwithstanding the above to the contrary, Assignee shall be entitled to receive all of Assignor's interest in and to the oil and gas produced and sold from the Well until "Payout" of said Well (as "Payout" is defined in the Farmout Agreement), subject to the reservation by Assignor hereunder of an overriding royalty interest in such production equal to 2% of 8/8ths. Upon Payout, Assignor shall have the option either to retain said overriding royalty interest or to terminate same, whereupon Assignor shall own a 25% undivided interest in the Well, the equipment therein and thereon and the production therefrom, said 25% undivided interest to be free and clear of any burdens placed on the Lease after the effective date hereof.

This Assignment is made subject to the terms of the Lease and any overriding royalty or similar burdens affecting the Lease which appear of record as of the effective date hereof, or which are described on Exhibit "A", and is made pursuant and subject to the terms of the Farmout Agreement.

This Assignment is made without warranty either express or implied, except as to Assignor's own acts.

IN WITNESS WHEREOF, this Assignment is executed on this 8th day of May, 1997, but shall be effective for all purposes as of February 1, 1997, the date of first production from the Well.

WITNESSES:

Susan B Hooper

L L Porter

Ralph W Lonfish

Ed June Todd

ASSIGNOR

CNG PRODUCING COMPANY

By:

ASSIGNEE:

WESTERN GAS RESOURCES, INC.

By: John Chalker pwp

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 8th day of May, 1997, before me appeared James W. Carrington, Jr., to me personally known who, being by me duly sworn, did say that he is the Agent and Attorney-in-Fact of CNG Producing Company and that said instrument was signed in behalf of said corporation and said James W. Carrington, Jr. acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal this 8th day of May, 1997.

EDWARD C. AMROCK
NOTARY PUBLIC, STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

STATE OF COLORADO

COUNTY OF ADAMS

On this 12th day of May, 1997, before me personally appeared John C. Walter, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Western Gas Resources, Inc. and that said instrument was signed in behalf of said corporation and said John C. Walter acknowledged said instrument to be the free and deed of said corporation.

WITNESS my hand and official seal this 12th day of May, 1997.

My Commission Expires:

9-16-2000.

NOTARY PUBLIC ROSALYNE I. CONDOS STATE OF COLORADO

Notary Public
Rosalyne I. Condos

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Lease dated May 8, 1997, executed by CNG Producing Company and Western Gas Resources, Inc.

Lease Number: L010565-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118155
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	JONAH	WY	SUBLETTE						
	Recorded:			1,920.000	1,920.000	1,920.000	1.00000000	.12500000	.05500000

Legal: Free Form Remarks:
Twp: 29 N Rng: 108 W, Sect: 21 QQtr: Lot: 00
ALL
Twp: 29 N Rng: 108 W, Sect: 23 QQtr: Lot: 00
ALL
Twp: 29 N Rng: 108 W, Sect: 24 QQtr: Lot: 00
ALL

Total Nets	1,920.000	1,920.000

Producers 88—Revised
Wyoming (U)
(12-86)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of March, 19 97, by and between Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, Individually, As A Single Man

at P.O.Box 105,Daniel, Wyoming 83115, hereinafter called lessor (whether one or more), and Starwood, Inc., A Texas Corporation at P.O.Box 200,Basalt,CO 81621, hereinafter called lessee:

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

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

262064

RECORDED May 22 1997 at 1:40p
IN BOOK 101016 PAGE 685
FEES $14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton
COUNTY CLERK

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 12,096.88 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from June 21, 1997 (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 some person [redacted] shall pay or tender to lessor, or to lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Twenty-four Thousand One Hundred Ninety-three and 76/100 DOLLARS ($24,193.76) which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by check or draft of lessee, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times that such well is shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within [redacted] after the expiration of each twelve month period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the delay rental applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if gas or gas-condensate from such well is sold or used as aforesaid at any time during such annual period, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid at the end of any such annual period, this lease is being maintained in force and effect otherwise than by the payment of delay rental, obligated to pay or tender, for that particular annual period, said sum of money. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank provided for in this lease. Such payment or tender may be made by check or draft of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank provided for in this lease. Such payment or tender may be made by check or draft of lessee, mailed or delivered on or before the last day of each such annual period as shown by lessee's records shall govern the determination of the payment or tender date.

If lessor owns a less interest in the land covered by this lease than the entire and undivided mineral fee, the royalties and rentals herein provided shall be paid lessor only in the proportion which such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which such less interest bears to the whole and undivided mineral fee.

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

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

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

685 A

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

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

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

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

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

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

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

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

Attest: Grindstone Cattle Co., a Wyoming Corp.

By: Marguerite Hermansen Miller
Marguerite Hermansen - Secretary
Tax ID#: 83-0290959

By: James M. Miller, President

By: James M. Miller, Individually
as a single man
SSN#: 520-44-8679

STATE OF ARIZONA
COUNTY OF PIMA } SS.

(Individual—Wyo.)

On this 12 day of MAY, 1997, before me personally appeared MARGUERITE HERMANSEN, 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:

MARJORIE C. BORNS
Notary Public Arizona
Pima County
My Comm. Expires Apr 30, 2001

Marjorie C. Borns
Notary Public

STATE OF ARIZONA
COUNTY OF PIMA } SS.

(Individual—Wyo.)

On this 12 day of MAY, 1997, before me personally appeared James M Miller, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

MARJORIE C. BORNS
Notary Public Arizona
Pima County
SSMy Comm. Expires Apr 30, 2001

Marjorie C. Borns
Notary Public

STATE OF _____
COUNTY OF _____

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of that certain Oil & Gas Lease dated March 1, 1997 by and between Grindstone Cattle Co., a Wyoming Corporation, and James M. Miller, Individually, as a single man, as Lessors, and Starwood, Inc., a Texas Corporation, as Lessee, to-wit:

DESCRIPTION OF LANDS:

Township 29 North, Range 112 West, 6th P.M.
Section 4: Lot 2 (34.61), Lot 3 (34.77), Lot 4 (34.94), SW/4NE/4, S/2NW/4
Section 5: Lot 1 (35.33), SE/4NE/4

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE/4SE/4
Section 33: S/2

Township 31 North, Range 110 West, 6th P.M.
Section 7: Lot 3 (31.06), Lot 4 (30.98), SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1 (30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West, 6th P.M.

Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 110 West, 6th P.M.

Section 15: S/2SW/4
Section 16: All
Section 21: E/2, E/2W/2
Section 22: SW/4NE/4, W/2SE/4, W/2
Section 27: NW/4NE/4, W/2SE/4, W/2
Section 28: NE/4, E/2NW/4
Section 34: W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

Township 33 North, Range 111 West, 6th P.M.

Section 4: Lot 3 (40.06), Lot 4 (40.00), S/2NW/4, SW/4

Township 34 North, Range 111 West, 6th P.M.

Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 34 North, Range 112 West, 6th P.M.

Section 1: Lot 1 (40.01), SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West, 6th P.M.

Section 30: Lot 3 (36.96), Lot 4 (37.02), E/2SW/4, SW/4SE/4
Section 31: Lot 1 (37.08), Lot 2 (37.11), Lot 3 (37.15), Lot 4 (37.19), E/2W/2, W/2E/2, SE/4NE/4, E/SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

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

Section 3: Lot 1 (40.02), Lot 2 (39.97), Lot 3 (39.93), Lot 4 (39.88), S/2N/2, S/2
Section 7: NE/4NE/4
Section 8: N/2NW/4, SW/4NW/4
Section 9: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 10: N/2NE/4, SE/4NE/4, NE/4NW/4
Section 11: S/2N/2, N/2SE/4, NE/4SW/4
Section 13: SW/4SW/4
Section 14: SW/4NE/4, NE/4NW/4, S/2NW/4, S/2

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

Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4, and all the portions of NW/4NW/4, E/2W/2 lying and being West of the center line of the State Highway No. 187.
Section 13: W/2NW/4, SW/4, SW/4, and all portions of E/2NW/4 lying and being West of the center line of the State Highway No. 187.
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

All above lands containing 12,096.88 acres, more or less.

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

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

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

3) Lessee is hereby granted the right and power at any time and from time to time to pool portions of this lease with adjacent land or leases prescribed or required 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 a portion of this lease as required by the State law, order, rule or regulation set aside in the Spacing Order, that pooled portion of this lease shall not be construed as valid lease production for the portion of this lease not pooled. The unpooled portion of this lease not having valid lease production will terminate at the end of the primary term, subject to part 5 below. Lessee will be allowed to segregate that portion of pooled acreage from this lease not to exceed 640 acres for a gas well and 320 acres for an oil well.

5) Production from any well drilled here shall not extend the term of this lease more than one (1) year subsequent to the end of its primary term, except as to lands contained in the spacing unit in which any such well is located; however, Lessee may maintain this entire lease in full force and effect 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 (1) test well during each succeeding one (1) year period.

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, and the taking and/or using of said gas. A written agreement between Lessor and Lessee shall govern the specific terms of gas availability and delivery.

7) Lessee shall notify Lessor in advance of staking and building 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 appraised land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that 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.

[redacted] [redacted] [redacted]

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

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

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

SIGNED FOR IDENTIFICATION

James M. Miller, President
Grindstone Cattle Co.,
a Wyoming Corporation

Marguerite Hermansen, Secretary
Grindstone Cattle Co.,
a Wyoming Corporation

James M. Miller, Individually,
as a single man

690

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

262082

STATE OF WYOMING §
COUNTY OF SUBLETTE §

RECORDED May 03 1997 1:55pm
BOOK 104 OR 6 PAGE 690
12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Burton

WHEREAS, by Farmout Agreement dated July 19, 1996, (the "Farmout Agreement") CNG Producing Company granted to Ultra Petroleum (USA) Inc. the right to acquire certain rights in and to the Oil, Gas and Mineral Lease described on Exhibit **"A"** attached hereto and made a part hereof; and

WHEREAS, by Assignment dated September 6, 1996, Ultra Petroleum (USA), Inc. assigned all of its right, title and interest in the Farmout Agreement to Western Gas Resources, Inc.; and

WHEREAS, pursuant to the term of the Farmout Agreement, Western Gas Resources, Inc. drilled the Stud Horse Federal Well No. 13-23 in the SW/4 of the SW/4 of Section 23, T29N-R108W, Sublette County, Wyoming (the "Well"), to "Contract Depth" as provided in the Farmout Agreement, and thereby Ultra is entitled to the following assignment of rights in and to those portions of the Oil, Gas and Mineral Lease, as described on Exhibit "A", attached hereto and made a part hereof ("the Lease").

NOW THEREFORE, in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, **WESTERN GAS RESOURCES, INC.**, whose address is 12200 North Pecos Street, Denver, CO 80234-3431 (hereinafter referred to as "Assignor") does hereby assign, convey, transfer and deliver unto **ULTRA PETROLEUM (USA)**,

INC., whose address is 609 W. Hastings, 11th Floor, Vancouver, B. C., Canada V6B 4W4 (hereinafter referred to as "Assignee") an undivided sixty-three and seventy-five one hundredths percent (63.75%) being and undivided eighty-five percent (85%) of Assignor's seventy-five percent (75%) RIGHT, TITLE and INTEREST in and to the Lease, subject to the terms and conditions set forth herein.

This Assignment is made subject to the terms of the Lease and any overriding royalty or similar burdens affecting the Lease which appear of record as of the effective date hereof, or which are described on Exhibit "A", and is made pursuant and subject to the terms of the Farmout Agreement.

This Assignment is made without warranty either express or implied, except as to Assignor's own acts.

IN WITNESS WHEREOF, this Assignment is executed on this 12th day of May 1997, but shall be effective for all purposes as of February 1, 1997, the date of first production from the Well.

GAS RESOURCES CORPORATE SEAL DELAWARE

ATTEST:

Vance S. Blalock
Assistant Secretary

ASSIGNOR

WESTERN GAS RESOURCES, INC.

By: John C. Walter
John C. Walter
Executive Vice President

WITNESS:

Charlotte Kay

ASSIGNEE:

ULTRA PETROLEUM (USA), INC.

BY: R.G. Jerry Albertus
Name: R.G. Jerry Albertus
Title: President

rwp/PARTASGN.ULTA 5/14/97

691

ACKNOWLEDGMENTS

STATE OF COLORADO §

COUNTY OF ADAMS §

On this 12th day of May, 1997 before me personally appeared John C. Walter, Executive Vice President of WESTERN GAS RESOURCES, INC., a Delaware Corporation, on behalf of the corporation.

WITNESS my hand and official seal this 12th day of May, 1997.

My Commission Expires:
September 16, 2000.

NOTARY PUBLIC ROSALYNE I. CONDOS STATE OF COLORADO

Notary Public
Rosalyne I.Condos

STATE OF WYOMING §

COUNTY OF NATRONA§

On this 20th day of May 1997 before me personally appeared R.G. Jerry Albertus, to me personally known, who, being by me duly sworn, did say that (s)he is the Attorney-in-Fact of ULTRA PETROLEUM (USA), INC. and that said instrument was signed in behalf of said corporation and said R.G. Jerry Albertus acknowledged said instrument to be the free and deed of said corporation.

WITNESS my hand and official seal this 20th day of May 1997.

My Commission Expires:
8/31/2000

B. Lea Shultz
Notary Public
Name Printed:

B. LEA SHULTZ NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires Aug. 31, 2000

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL ASSIGNMENT OF OIL AND GAS LEASE DATED MAY 12, 1997,
EXECUTED BY WESTERN GAS RESOURCES, INC. AND ULTRA PETROLEUM (USA), INC.

Lease Number: L010565-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118155
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

				Acres			Interest		
Tract	Prospect	State	County	Gross	Net	Company Net	Corporate	Royalty	Overriding
001	JONAH	WY	SUBLETTE	1,920,000	1,920.000	1.920,000	1.00000000	.12500000	.05500000

Recorded:

Legal: Free Form Remarks:

Twp: 29 N Rng: 108 W, Sect: 21 00tr: Lot: 00
ALL

Twp: 29 N Rng: 108 W, Sect: 23 00tr: Lot: 00
ALL

Twp: 29 N Rng: 108 W, Sect: 24 00tr: Lot: 00
ALL

Total Nets	1,920.000	1,920.000

INSOFAR and ONLY INSOFAR as above lease covers the following described lands:

TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M.
Section 21: N/2, SW/4.
Section 23: N/2.
Section 24: E/2, [illegible]/4.

END OF EXHIBIT "A"

698

694

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that Ultra Petroleum (USA) Inc., whose address is 609 West Hastings Street, Suite 1100, Vancouver, B. C. V6B 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

		Percent
Richard Gerald Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.0%	0.25%
Beryl Lucille Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 2.0%	0.25%
Richard Todd Albertus 6956 Brook Forest Road Evergreen, Colorado 80439	1/4 of 1/2 of 2.0%	0.25%
Michelle Marie Strobel 270 Choctaw Lyons, Colorado 80540	1/4 of 1/2 of 2.0%	0.25%
Patricia Granger Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/2 of 1/2 of 2.0%	0.5%
Leah Rachael Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.0%	0.1666666%
Marcus Garrett Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.0%	0.1666666%
Alexander Drake Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 2.0%	0.1666666%

BEING in all a total of an undivided 2.0% overriding royalty proportionately reduced to Assignor's interest and Western Gas Resources, Inc.'s interest therein, as per that certain Letter Agreement dated July 19, 1996, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lease situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

THIS ASSIGNMENT is made in lieu of the previously recorded Assignment dated January 14, 1997 made by Assignor to the above named Assignees and recorded in Sublette County, Wyoming on January 17, 1997 in Book 104 O&G, Page 192.

262083

RECORDED May 23, 1997 1:55 p.m.
BOOK: 104 O&G PAGE 694
FEE $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

[redacted] [redacted] [redacted]

EXECUTED this 12th day of May, 1997.

ULTRA PETROLEUM (USA) INC.

By: _____
Marc A. Bruner
Director

ACKNOWLEDGMENT

STATE OF WYOMING

COUNTY OF NATRONA

BE IT KNOWN, that on this 12th day of May, 1997, before me, the undersigned authority, personally came and appeared MARC A. BRUNER appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

8/31/2000

_____
NOTARY PUBLIC

B. LEA SHULTZ NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Aug. 31, 2000

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE 16th DAY OF MAY, 1997

Lease No.	Lessee	Lease Description
W-118155	Onager Enterprises assigned to CNG Producing Co.	**T29N-R108W, 6th P. M.** Section 21: All Section 23: All, less and except SW/4 Section 24: All

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that Ultra Petroleum (USA) Inc., whose address is 609 West Hastings Street, Suite 1100, Vancouver, B. C. V6B 4W4, "ASSIGNOR" for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

		Percent
Richard Gerald Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 1/2 of 1.0%	0.0625%
Beryl Lucille Albertus 74151 Military Road Covington, Louisiana 70435	1/4 of 1/2 of 1/2 of 1.0%	0.0625%
Richard Todd Albertus 6956 Brook Forest Road Evergreen, Colorado 80439	1/4 of 1/2 of 1/2 of 1.0%	0.0625%
Michelle Marie Strobel 270 Choctaw Lyons, Colorado 80540	1/4 of 1/2 of 1/2 of 1.0%	0.0625%
Patricia Granger Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/2 of 1/2 of 1/2 of 1.0%	0.125%
Leah Rachael Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 1/2 of 1.0%	0.0416667%
Marcus Garrett Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 1/2 of 1.0%	0.0416667%
Alexander Drake Hughes 2681 South Chase Lane Lakewood, Colorado 80227	1/3 of 1/2 of 1/2 of 1/2 of 1.0%	0.0416666%

BEING in all a total of an undivided 1/2 of 1.0% (0.5%) overriding royalty interest proportionately reduced to Assignor's interest and Western Gas Resources, Inc.'s interest, therein, as per that certain Letter Agreement dated July 19, 1996, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lease situated in Sublette County, State of Wyoming and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

AS PER that certain Farmout Agreement dated July 19, 1996 by and between CNG Producing Company, as Farmor and Ultra Petroleum (USA) Inc., as Farmee, upon payout of the earning well for said farmout CNG may elect to convert its 2.0% retained overriding royalty interest to a 25% working interest in the lease described on Exhibit "A" attached hereto and made a part hereof. In the event CNG elects to convert its overriding royalty interest to a working interest the overriding royalty interest for each of the parties listed above shall increase in the proportion of their ownership to a total of 2.0%, upon CNG's election to make this conversion to a working interest.

262084

RECORDED May 23 1997 11:55 a.m.
BOOK 104 OR 6 PAGE 697
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

697

THIS ASSIGNMENT is made in lieu of the previously recorded Assignment dated January 14, 1997 made by Assignor to the above named Assignees and recorded in Sublette County, Wyoming on January 17, 1997 in Book 104 O&G, Page 195.

EXECUTED this 19th day of May, 1997, but effective as of first production from the Western Gas Resources, Inc. 13-23 Well.

ULTRA PETROLEUM (USA) INC.

By: _____
Marc A. Bruner
Director

ACKNOWLEDGMENT

STATE OF WYOMING

COUNTY OF NATRONA

BE IT KNOWN, that on this 19th day of May, 1997, before me, the undersigned authority, personally came and appeared MARC A. BRUNER appearing herein in his capacity as Director of ULTRA PETROLEUM (USA) INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

8/31/2000

_____
NOTARY PUBLIC

B. LEA SHULTZ NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Aug. 31, 2000

[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED THE 14th DAY OF MAY, 1997

Lease No.	Lessee	Lease Description
W-118155	Onager Enterprises assigned to CNG Producing Co.	T29N-R108W, 6th P. M. Section 23: SW/4

699

700

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of March, 19 97, by and between

Terry McNinch, A single woman
1244 Dress Drive
Kalama, Washington 98625

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

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

Township 30 North, Range 114 West
Section 12: SW¼NE¼, N½SE¼, NE¼SW¼

262108

RECORDED May 28, 1997 9:30 A.M.
BOOK 104 Of 6 PAGE 700
FEES $8.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease *from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety* (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds from the mouth of the well, payable monthly.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds from the mouth of the well, payable monthly.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all

Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and , in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Terry McNinch

Terry McNinch

SS# 538-30-9012

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Terry McNinch, 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 15th day of May, 1997.

My commission expires:

6-20-99

Beverly Brown
Notary Public

OFFICIAL SEAL
BEVERLY BROWN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044707
MY COMMISSION EXPIRES JUNE 20, 1999

STATE OF _____)
) ss.
COUNTY OF _____)

CORPORATE NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 199_____.

My commission expires:

_____

Notary Public

c:\wp51\Record\Dolar.Lse

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-141709

Lease Effective Date
(Anniversary Date)
May 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* YATES DRILLING COMPANY 5%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, NM 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 106 West, 6th P.M. Section 6: Lots 2-9, SWNE, SENW, E/2SW, SE Section 7: Lots 1,2,5,7, E/2, E/2NW Sublette County, Wyoming	100%	65%	35%	-0-	-0-

262110

RECORDED May 28 1997 10:02AM
IN BOOK 104 Misc PAGE 702
FEE $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

Part A (Continued): ADDITIONAL SPACE for Names and addresses of [redacted] given in Item No. 1, if needed, or for Land Descrip[redacted]on No. 2, if needed.

ABO PETROLEUM CORPORATION 5%
MYCO INDUSTRIES, INC. 5%
105 South Fourth Street
Artesia, NM 88210

ANDOVER PARTNERS 50%
1001 Fannin, Suite 2000
Houston, TX 77002-6709

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Randy G. Patterson, as Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation on behalf of said corportion.

My commission expires:
Aug. 7, 1999

Darlene Chavarria
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 20th day of May, 19 97

Executed this _____ day of _____, 19

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

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

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

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

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

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

704

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-141710

Lease Effective Date
(Anniversary Date)
May 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* YATES DRILLING COMPANY 5%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, NM 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 106 West, 6th P.M. Section 17: E/2, N/2NW, SENW, SW Section 18: Lots 1-4, E/2W/2, SE Section 19: Lots 1-4, E/2, E/2W/2 Section 20: NENE Sublette County, Wyoming 262111	100%	65%	35%	-0-	-0-

RECORDED May 28 19 9 2:05 PM
BOOK 104 046 PAGE 704
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

Part A (Continue [redacted] ONAL SPACE for Names and addresses of addit[redacted]ssig[redacted]s in Item No. 1, if needed, or for Land Description [redacted] o. 2, if needed)

ABO PETROLEUM CORPORATION 5%
MYCO INDUSTRIES, INC. 5%
105 South Fourth Street
Artesia, NM 88210

ANDOVER PARTNERS 50%
1001 Fannin, Suite 2000
Houston, TX 77002-6709

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Randy G. Patterson, as Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation on behalf of said corportion.

My commission expires:
4-15-1999

Darlene Chiavenna
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 20th day of May, 19 97

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

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

Executed this _____ day of _____, 19

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

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct commeats 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.

[illegible]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Assignment is made and entered into effective the 28 day of July, 1992, by and between CNG PRODUCING COMPANY, hereinafter referred to as "Assignor", and GERALD G. COOPER, hereinafter referred to as "Assignee".

WITNESSETH

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 Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and deliver unto Assignee an undivided 2.5% overriding royalty interest of all oil, gas and other associated hydrocarbons which are produced, saved and marketed under and pursuant to the leases described on the attached Exhibit "A", which is hereby expressly made a part of this Assignment.

If said Leases cover less than the entire mineral estate in a tract of land described on the attached Exhibit "A", or if for any reason the interest acquired by Assignor in said Leases is less than that purportedly conveyed to Assignor, then the overriding royalty interests hereby conveyed to Assignee shall be reduced proportionately as to said Leases.

Subject to the provisions hereof, the overriding royalty payments shall be delivered or paid to Assignee in the manner that is provided in the Lease or Leases subject hereto with respect to lessor's royalty from production. Said overriding royalty shall be delivered free of any cost to Assignee, but shall be subject to all severance, windfall profits and other taxes upon or measured by production.

The overriding royalty herein assigned shall not apply to nor be payable upon oil, gas or other hydrocarbons used for recycling, re-pressuring or similar operations benefiting the Lease or Leases subject hereto or any portion thereof or other lands and leases pooled therewith or unavoidably lost. If the Lease or Leases provided(s) that shut-in gas payments shall be made as royalty rather than as rental, Assignee shall not be entitled to any such payments with respect to its overriding royalty interest.

Assignor hereby reserves the right (and the same is agreed to by Assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers of Assignor's own oil and gas subject to proper accounting and payment to Assignee. Assignor further reserves the right at Assignor's sole discretion, without further consent by Assignee, to pool or unitize any or all of the lands and interest conveyed hereby into such unit or units, including any cooperative or unit plan of development or operation approved by any governmental authority, as Assignor believes to be necessary for prudent operations of the lands and leases described herein. This Assignment is made without warranty to title, either express or implied, and on the condition that there shall be no duty to Assignee at any time to drill any well or wells on or otherwise develop the lands and leases described herein or preserve said leases by rental payments.

To have and to hold, unto Assignee and their heirs, personal representatives, successors and assigns of Assignee, subject, however, to all of the terms and conditions of this Assignment.

IN WITNESS WHEREOF, this Assignment is executed effective the day and year first above written.

262154

RECORDED May 30 1997 2:15 P M
IN BOOK 104 OR 6 PAGE 706
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 27 1997
BUREAU OF LAND MANAGEMENT

WITNESSES

Suter Smith

Ray C. Brown

CNG PRODUCING COMPANY

By: Houston Kauffman
Houston Kauffman
Agent and Attorney-in-Fact

WITNESSES

GERALD G. COOPER

By: Gerald G. Cooper

RECEIVED
93 AUG -2 AM 9:50
CHEYENNE, WYOMING
BUREAU OF LAND MANAGEMENT

[illegible]\ASSIGN\COOPER.ASS

STATE OF LOUISIANA }
}
PARISH OF ORLEANS }

BE IT KNOWN, that on this 28 day of July, 1992, before me, the undersigned authority, personally came and appeared **HOUSTON KAUFFMAN** 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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 AUG -2 AM 9:00

RECEIVED
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 27 1997
BUREAU OF LAND MANAGEMENT

F:\HOME\LANSEP\WPDATA\GB\COOPER.A99

COMPANY 011 CNG PRODUCING CO - NEW ORLEANS

EXHIBIT A
SCHEDULE OF

DATE 07/10/92 PAGE 1

LEASE NUMBER LESSOR	LESSEE	RECORDED LSE DATE	ST COUNTY DESCRIPTION
LO10565/00 TRACT 01 W-118155	ONAGER ENTERPRISES	11/06/89	WY SUBLETTE T29N-R108W SEC 21 ALL SEC 23 ALL SEC 24 ALL 1,920.00 ACRES

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 AUG -2 AM 9:00

RECEIVED
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 27 1997

BUREAU OF LAND MANAGEMENT

708

Form 3000-3
(October 1992)

BUREAU OF LAND MANAGEMENT
96 APR 29 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.: WYW 118155
Lease Effective Date (Anniversary Date): December 1, 1989
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Snyder Oil Corporation
   Street 1625 Broadway, Suite 2200
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 21: All Section 23: All Section 24: All Comprising 1920.00 acres, more or less Sublette County, Wyoming	2.50% x8/8ths	2.00% x8/8ths	0.50% x8/8ths	None	2.50% x8/8ths

262155
2:15p
RECORDED May 30 1997 M
IN BOOK 104 OR PAGE 709
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sarten

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 27 1997
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved 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 TEXAS)
) ss
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this 22nd day of April, 1996, by Gerald G. Cooper, an individual, and acknowledged to me that he duly executed this instrument 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.

SEAL

My Commission expires: SHARON GARDNER MY COMMISSION EXPIRES November 3, 1999

Sharon Gardner
Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 27 1997
Adelle L Kwalski
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 22 day of April, 1996
But Effective as of April 17, 1996
Name of Assignor as shown on current lease GERALD G. COOPER
Please type or print

Assignor Gerald G Cooper (Signature)
or
Attorney-in-fact _____ (Signature)

1200 Lakeway Drive, Suite 12
(Assignor's Address)

Austin (City) TX (State) 78734 (Zip Code)

Executed this 22 day of April, 1996

SNYDER OIL CORPORATION

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)
Steven G. Van Hook

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Roy H. Dubitzky, as Trustee of the Roy H. Dubitzky Trust (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto See the Attached Exhibit "A" of _____, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of See the Attached Exhibit "A" of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Federal Lease #W-118155
Township 29 North, Range 108 West, 6th P.M.
Section 21: All
23: All
24: All
Sublette County, WY
Containing 1,920.00 acres, more or less.

BUREAU OF LAND MANAGEMENT
96 OCT 21 AM 9:00
RECEIVED
CHEYENNE, WYOMING

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

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

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 2nd day of September, 19 96.

The Roy H. Dubitzky Trust

Roy H. Dubitzky, Trustee

STATE OF COLORADO)
COUNTY OF) ss:

The foregoing instrument was acknowleged before me this 2nd day of September, 19 96, by Roy H. Dubitzky as Trustee of the Roy H. Dubitzky Trust

Witness my hand and notarial seal.

Notary Public

My Commission Expires: January 4 2000

262156

RECORDED May 30 1997 2:15p M
IN BOOK 104 of D PAGE 711
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Barton

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 27 1997
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Attached and made a part of that certain Assignment of Overriding Royalty Interest dated September 2nd, 1996, by and between the Roy M. Dubitzky Trust and Dan Rodger Dubitzky, et al.

Dan Rodger Dubitzky 8350 Pleasant Beach Rd. Bainbridge Island, WA 98110	1/3 of 1.0% of 8/8ths
Mary Gail Dubitzky 3028 Shetland Dr. Pleasant Hill, CA 94523	1/3 of 1.0% of 8/8ths
Jane Ann Dubitzky 520 5th St. Bozeman, MT 59771	1/3 of 1.0% of 8/8ths

CERTIFIED
to be a true and comparative copy
of the official records on file

MAY 27 1997
Adelle A Kwiatkowski
BUREAU OF LAND MANAGEMENT

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-137342

Lease Effective Date
(Anniversary Date)
September 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

SNYDER OIL CORPORATION
1625 Broadway, Suite 2200
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1 (40.04), 2 (40.14), 3 (40.22), 4 (40.32), S½N½, S½ Section 2: Lots 1 (40.32), 2 (40.23), 3 (40.15), 4 (40.06), S½N½, S½ Section 3: Lots 1 (39.97), 2 (39.88), S½NE¼, SE¼ Section 10: NE¼, SE¼NW¼ Comprising 1801.33 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	5.00%	None

262262

RECORDED June 16 1992 2:05 PM
BOOK 104 PAGE 713
8.00 Mary L. McCOUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scanlon

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

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)
CITY &) §
COUNTY OF DENVER)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. LOCKRIDGE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of April, 1997.

Notary Public

MY COMMISSION EXPIRES: 11/5/97

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 24 day of April, 19 97

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE (Please type or print)

Assignor: (Signature)

Attorney-in-fact: (Signature)

P.O. Box 1499
(Assignor's Address)

Pebble Beach, California 93953-1499
(City) (State) (Zip Code)

Executed this 28th day of April, 19 97

SNYDER OIL CORPORATION

Assignee: (Signature)

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.

[redacted] [redacted] [redacted]

Form 3000-3
(October 1992)

50190

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-137342

Lease Effective Date
(Anniversary Date)
September 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

McMurry Oil Company - 50%
P.O. Box 220
Casper, Wyoming 82602

Amoco Production Company - 25%
P.O. Box 800
Denver, Colorado 80201

*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:

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1 (40.04), 2 (40.14), 3 (40.22), 4 (40.32), S½N½, S½ Section 2: Lots 1 (40.32), 2 (40.23), 3 (40.15), 4 (40.06), S½N½, S½ Section 3: Lots 1 (39.97), 2 (39.88), S½NE¼, SE¼ Section 10: NE¼, SE¼NW¼ Comprising 1801.33 acres, more or less Sublette County, Wyoming	100.00%	McMurry 50% Amoco 25%	25%	None	5.00%

262287

RECORDED June 9, 1997 10:50 AM
BOOK 104 PAGE 715
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 effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

715

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)
) §
CITY & COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared STEVEN G. VAN HOOK, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1997.

M. Scott Homsher
Notary Public

My Commission Expires: April 12, 2000

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 assig 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 7th day of May, 1997.

Name of Assignor as shown on current lease: SNYDER OIL CORPORATION

By _____
Steven G. Van Hook
Attorney-in-Fact

1625 Broadway, Suite 2200
Denver, Colorado 80202

Executed this 15th day of May, 1997.

McMURRY OIL COMPANY

By _____

Title PRESIDENT

Executed this 21st day of May, 1997.

AMOCO PRODUCTION COMPANY

By R. B. Wilson

Title Attorney-in-Fact

YS

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 perso owingly and willfully to make to any Department or agenc the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

ULTRA PETROLEUM (USA) INC.

TO

WESTERN GAS RESORUCES, INC.

DATED EFFECTIVE AS OF February 1,1997

"THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS."

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

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

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

262319

RECORDED June 10, 1997 2:15p M
IN BOOK 104 D-6 PAGE 717
FEES $40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Buxton

MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT AND FINANCING STATEMENT dated effective as of February 1, 1997, is from ULTRA PETROLEUM (USA) INC., a Colorado corporation (the "Mortgagor") to WESTERN GAS RESOURCES, INC., a Delaware corporation (the "Mortgagee").

W I T N E S S E T H

1. The Mortgagor and the Mortgagee are parties to a Letter Agreement dated as of July 19, 1996 (as the same may hereafter be amended and in effect from time to time, the "Letter Agreement"). The Letter Agreement, and the terms and conditions thereof are hereby incorporated herein by reference.

2. The Letter Agreement requires Mortgagor to repay certain sums to Mortgagee if Project Payout, as defined in the Letter Agreement has not occurred within the time stated therein "Repayment Obligation").

3. As a condition to the execution of the Letter Agreement by Mortgagee and of Mortgagee's obligations thereunder, to secure the repayments specified therein, the Mortgagee has required that the Mortgagor execute this Mortgage, Deed of Trust, Assignment and Security Agreement and Financing Statement.

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

A. "Hydrocarbons" shall mean oil, crude oil and petroleum products, gas and other liquid or gaseous hydrocarbons.

B. "Indebtedness" shall have the meaning set forth in Section 1.2 hereof.

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

D. "Mortgage" shall mean this instrument as originally executed as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

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

F. "Repayment Obligation" shall have the meaning ascribed to such term in the preamble hereto, and shall also include any and all extensions, modifications or renewals of said Repayment Obligation.

G. "Oil and Gas Leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

H. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, fixtures, facilities or other property of whatsoever kind of nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on any of the lands described in Exhibit A which are used or useful for the production, treatment, storage or transportation of Hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, Christmas trees, derricks, separators, heater treaters, valves, gun barrels, flow lines, tanks, gas systems and compressors (for gathering, treating and compression), water systems (for treating, disposal and injection), pipelines (including gathering lines, laterals and trunklines, if any), power machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks and shipping facilities.

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

J. "Uniform Commercial Code" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Colorado provided, however, in the event that, by reasons of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest created hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Colorado, the term "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof related to such attachment, perfection or priority and for purposes of definitions related to such provisions.

K. All other defined terms used herein and not otherwise defined herein shall have the meaning given to such term in the Letter Agreement.

NOW, THEREFORE, the Mortgagor, for and in consideration of the premises and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto Mortgagee all right, title and interest of the Mortgagor now owned or hereafter acquired in, to and under the Oil and Gas Leases and other oil and gas interests specifically described in Exhibit A, together with all of the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property

of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code, the Mortgagor hereby grants to the Mortgagee a security interest therein; namely:

(a) the Lands described in Exhibit A, oil and gas interests described in Exhibit A, and the Oil and Gas Leases, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A;

(b) all unitization, communitization, operating agreements, pooling agreements and declarations of pooled units and the properties covered and the units created thereby (including all units formed under order, regulations, rules or other official acts of any federal, state or other governmental agency providing for pooling or unitization, spacing order or other well permits and other instruments) which relate to or affect all or any portion of the properties and interests described in Exhibit A, including, without limitation, those units which may be specifically described or referred to in Exhibit A;

(c) the Hydrocarbons which are in, under, upon, attributable to, produced or to be produced from the oil and gas interests and the Lands described in Exhibit A, and all inventory thereof upon extraction from the wellhead or minehead;

(d) the Production Sale Contracts pertaining to Hydrocarbons produced from the Lands described in Exhibit A, all accounts resulting from the sale of Hydrocarbons at the wellhead or minehead, and other accounts, contract rights, operating rights, general intangibles, chattel paper, documents and instruments arising under those Production Sale Contracts;

(e) the Operating Equipment located on the Lands described on Exhibit A;

(f) all general intangibles, accounts and other rights to payment under any and all contracts under which the Mortgagor is entitled to share in the production from or the proceeds of production from any oil and/or gas wells described in Exhibit A hereto, operated by others and producing from oil and gas leases the record title of which is not in the Mortgagor, including, without limitation, operating agreements, revenue sharing agreements and other similar or dissimilar agreements affecting the Lands described in Exhibit A;

(g) all water rights in, to or under or appurtenant to the Lands described in Exhibit A and Oil and Gas Leases described in Exhibit A;

(h) any liens and security interests in any of the foregoing

properties securing payment of proceeds from the sale of the Hydrocarbons produced from the Lands described in Exhibit A;

(i) all other rights, titles and interests of Mortgagor in, to and under or derived from the Lands described in Exhibit A, the Oil and Gas Leases, the Production Sale Contracts and other properties described in Exhibit A, even though the Mortgagor's interest therein may be incorrectly or insufficiently described or referred to in Exhibit A;

(j) any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by Mortgagor or by anyone on Mortgagor's behalf; and,

(k) the proceeds and products of the foregoing, together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all rights-of-way, franchises, licenses, permits, certificates of public conveniences and necessity, easements, contractual rights, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid to the extend affecting or pertaining to the Lands described in Exhibit A.

all the undivided interests specified in Exhibit A in, to and under the Oil and Gas Leases and other oil and gas interests specifically described in Exhibit A, and all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property".

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and which are taken into consideration in computing the decimal fractional net revenue interest as set forth in Exhibit A), (ii) the assignment of production contained in Article 3 hereof, and (iii) the condition that the Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, and to its successor or successors, forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagor herein contained.

The Mortgagor, in consideration of the premises and to induce the

Mortgagee to enter into the Letter Agreement, hereby covenants and agrees with the Mortgagee as follows:

ARTICLE 1. INDEBTEDNESS SECURED

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

(a) the Repayment Obligations of the Mortgagor to the Mortgagee now or hereafter existing under the Letter Agreement, referred to as the "Indebtedness".

ARTICLE 2. PARTICULAR COVENANTS AND WARRANTIES OF THE MORTGAGOR

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Repayment Obligation.

2.2 Warranties. The Mortgagor represents and warrants to the Mortgagee that (1) the Oil and Gas Leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other Oil and Gas Leases, if any, respecting the properties to which they pertain, (b) the Mortgagor, to the extent of the interest specified in Exhibit A, has good and marketable title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Mortgagee, (c) the Mortgaged Property is free from all Liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted hereof, and (d) the Mortgagor's Net Revenue Interest (as defined in Exhibit A) in the respective oil and gas interests described in Exhibit A is not less than, and the Mortgagor's Working Interest (as defined in Exhibit A) in the respective oil and gas interests described in Exhibit A is not greater than, the respective decimal shares as set forth in Exhibit A. The Mortgagor will warrant and forever defend the Mortgaged Property set forth in Exhibit A unto the Mortgagee against every Person whomsoever lawfully claiming or seeking to claim the same or any part thereof and will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Taxes. Subject to the Mortgagor's right to contest the same in good faith and by appropriate proceedings, and to the extent allowed by applicable law, the Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Mortgagee therein, or upon

the income and profits thereof.

2.4 Sale, Mortgage of the Mortgaged Property. The Mortgagor covenants and agrees that the Mortgagee may, at its sole option, elect to treat any sale, transfer, lease or conveyance (including, without limitation, any granting of an option, right of first refusal or other right to purchase, lease or acquire) of the Mortgage Property or any part thereof or interest therein as an event of default hereunder and thereupon may invoke any remedies permitted by this instrument.

2.5 Organizational Matters. The Mortgagor will maintain its corporate existence in the State of its organization and will not change its name without first giving the Mortgagee at least thirty (30) days' prior written notice and executing such supplements and amendments to this instrument and the other Loan Documents as the Mortgagee may request.

2.6 Principal Place of Business. The principal place of business and chief executive office of the Mortgagor and the place where the Mortgagor's books and records of account are kept is located at 609 W. Hastings, 11th Floor, Vancouver, B.C., Canada, V6B 4W4. The tax identification number of the Mortgagor is 84-1241154. The Mortgagor shall not change its tax identification number or name or identity or its organizational structure, or relocate its principal place of business or chief executive office or otherwise relocate any portion of the personal property comprising part of the Mortgaged Property to a county or state other than that where it is presently located unless prior to such change or relocation, the Mortgagor (a) gives 30 days' prior written notice to Mortgagee which notice shall include, without limitation, the change in name, identity or tax identification number or the name of the county and state into which such change or relocation is to be made, and (b) executes and delivers all such additional documents and performs all additional acts that Mortgagee shall reasonably feel is necessary or advisable in order to continue and maintain the existence and priority of Mortgagee's security interest in all personal property comprising part of the Mortgaged Property.

ARTICLE 3. ASSIGNMENT OF PRODUCTION

3.1 Assignment of Rents. Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the income, rents, royalties, revenue, issues, profits, and proceeds of the Mortgaged Property, whether now due, past due or to become due, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such income, rents, royalties, revenue, issues, profits and proceeds. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney at the option of Mortgagee at any time that an Event of Default (hereunder or under the Letter Agreement or under the Repayment Obligation) has occurred and is continuing, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions and to sue, either in the name of Mortgagor or

in the name of Mortgagee, for all such income, rents, royalties, revenue, issues, profits and proceeds. Neither the foregoing assignment nor the exercise by Mortgagee of any of its rights or remedies under the Mortgage shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgage Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless Mortgagee in person or by agent, assumes actual possession thereof, nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Mortgagee or by agreement with Mortgagor or the entering into possession of the Mortgaged Property or any part thereof by such receiver be deemed to make Mortgagee a "mortgagee (or lender)-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy enjoyment or operation of all or any portion thereof.

3.2 Assignment of Production. As further security for payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and convey to the Mortgagee, its successor and assigns, and grants the Mortgagee a security interest in, effective as of the date hereof, at 7:00 o'clock a.m., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, all products obtained or processed therefrom, and all revenues and proceeds now or hereafter attributable to said Hydrocarbons and said products as well as any liens and security interests securing any sales of said Hydrocarbons. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds, therefrom, in their possession for which they or others are accountable to the Mortgagee by virtue of the provisions of this Article, are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee, and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it. The Mortgagor hereby authorizes and empowers the Mortgagee to demand, collect and receive such Hydrocarbons and all proceeds therefrom and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such Hydrocarbons or the proceeds therefrom and the Mortgagor hereby authorizes and directs all pipeline companies, gathering companies and others purchasing such hydrocarbons from the Mortgaged Property or having in their possession any Hydrocarbons from the Mortgaged Property or the proceeds therefrom, to pay and deliver to the Mortgagee all such Hydrocarbons or proceeds therefrom accruing. The Mortgagor agrees that all division orders, transfer orders, receipts and other instruments which the Mortgagee may from time to time execute and deliver for the purpose of collection or receipting for such production or the proceeds therefrom may be relied upon in all respects, and that the same shall be binding upon the Mortgagor and the Mortgagor's successors, heirs, legal representatives and assigns. The Mortgagor agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by the Mortgagee in connection with the receipt by the Mortgagee of such Hydrocarbons or the proceeds therefrom. The Mortgagee is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and

drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with said revenues or proceeds and apply the proceeds thereof in accordance with section 3.3 hereof. Neither the foregoing assignment nor the exercise by Mortgagee of any of its rights under this Mortgage shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Mortgagee, in person or by agent, assumes actual possession thereof, nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Mortgagee or by agreement with the Mortgagor or the entering into possession of the Mortgaged Property or any part thereof by such receiver be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

3.3 Application of Proceeds. All payments received by Mortgagee pursuant to Section 3.1 or 3.2 hereof shall be promptly applied as follows:

First: To the payment and satisfaction of all costs and expenses incurred by the Mortgagee in connection with the collection of such proceeds.

Second: To the payment and satisfaction of all other costs, expenses and liabilities then due and owing to the Mortgagee.

Third: To the payment and satisfaction of the Repayment Obligation.

Fourth: The balance, if any, shall be released to Mortgagor.

ARTICLE 4. EVENTS OF DEFAULT

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

(a) default in the payment of the Repayment Obligation or in the payment of any other Indebtedness secured hereby, when due;

725

(b) failure by the Mortgagor to perform or observe any covenant or agreement contained in this instrument (other than a default in the payment of any other Indebtedness) to be performed and observed by the Mortgagor and such failure shall continue for 30 consecutive days following written notice from Mortgagee;

then and in any such event the Mortgagee, at its option, by thirty (30) days' notice in writing to the Borrower, during which time the default may be remedied, may declare the entire unpaid principal of and the interest accrued on the Repayment Obligation and all other Indebtedness secured hereby to be forthwith due and payable, without any further demand, presentment, notice of intent to accelerate, notice of acceleration, or notice or demand of any kind, all of which are hereby expressly waived by the Mortgagor.

ARTICLE 5. ENFORCEMENT OF THE SECURITY

5.1 Power of Sale of Real Property Constituting a Part of that Mortgaged Property. Upon the occurrence of an event of default, the Mortgagee and its successors and assigns shall have the right and power to sell (the power of sale permitted and provided for by statute being hereby expressly granted to Mortgagee by the Mortgagor), to the extent permitted by law, at one or more sales, as an entirety or in parcels, as he may elect (or as required by law), the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by applicable law, or in the absence of any such requirement, as the Mortgagee may deem appropriate, and, upon receipt of the sale price, to make conveyance to the purchaser or purchasers. The Mortgagee shall give such notice of the sale of all or any portion of the Mortgaged Property as is required to comply with the law of the jurisdiction in which such Mortgaged Property is located. The Mortgagee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right to sale hereunder shall not be exhausted by one or any sale, and the Mortgagee may make other and successive sales until all of the trust estate be legally sold.

5.2 Rights of the Mortgagee with Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Mortgagee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Mortgagee may enter upon any premises on which any or all such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Mortgagee may require Mortgagor to assemble such personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee

which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Mortgagee will give Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first class mail, postage prepaid to Mortgagor at the address shown below the signatures at the end of this instrument at least ten (10) days before the time of the sale of disposition.

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

5.4 Judicial Proceedings. Upon the occurrence of an event of default, the Mortgagee, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged property, or for the enforcement of any other appropriate legal or equitable remedy. Upon such occurrence and if such default be continuing, the Mortgagee shall, as a matter of right, and without proof of insolvency, fraud, insecurity or mismanagement on the part of Mortgagor, be entitled to the appointment of a receiver or receivers to be designated by the Mortgagee for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale of such property (or any part thereof) or otherwise, and the Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by the Mortgagee. Mortgagor agrees that such receiver may be appointed to take possession of, hold maintain, operate and preserve the Mortgaged Property, including the production and sale of all Hydrocarbons therefrom, and to apply the proceeds of the sale thereof in the fashion set forth in Section 5.9 hereof; and said receiver may be authorized to sell and dispose of the Mortgaged Property under order of the court appointing such receiver.

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

5.6 Certain Aspects of a Sale. The Mortgagee shall have the right to become the purchaser at any public sale held by the Mortgagee or by any court, receiver or public officer, and the Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to it.

5.7 Receipt to Purchaser. Upon any sale, whether made under the Uniform Commercial Code, the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Mortgagee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Mortgagee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication of nonapplication thereof.

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

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the Uniform Commercial Code, the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all reasonable expenses incurred by the Mortgagee in the performance of his duties including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and as well, court costs, reasonable compensation of agents and employees, reasonable legal fees and a reasonable fee to the Mortgagee;

Second: To the payment and satisfaction of all costs, charges, expenses and liabilities incurred or made by Mortgagee under this mortgage;

[redacted] [redacted] [redacted]

Third: To the payment of the Indebtedness; and

Fourth: Any surplus thereafter remaining shall be paid to the Mortgagor or its successors or assigns, as their interest shall appear.

5.10 Waiver of Appraisement, Marshalling, Etc. Rights. The Mortgagor agrees to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will at no time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon the foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgage Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagor or such Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.11 Costs and Expenses. All costs and expenses (including reasonable attorney's fees) incurred by the Mortgagee in protecting and enforcing their rights hereunder, shall, to the extent permitted by applicable law, constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall bear interest at the Default Rate (as defined in the Letter Agreement), all of which shall constitute a portion of the Indebtedness.

ARTICLE 6. SECURITY AGREEMENT

Without limiting any of the provisions of this instrument, to secure the Indebtedness, Mortgagor, as debtor (referred to in this Article 6 as "Debtor"), hereby expressly GRANTS, ASSIGNS, TRANSFERS and SETS OVER unto Mortgagee , as secured party (referred to in this Article 6 as "Secured

Party"), a first lien upon and a continuing security interest in all the Mortgaged Property that constitutes equipment, accounts, contract rights, goods, instruments, general intangibles, inventory, Hydrocarbons, fixtures or other personal property of any kind or character (including both those now and those hereafter existing to the full extent that such Mortgaged Property may be subject to the Uniform Commercial code of the state or states where such Mortgaged Property is located, including all products and proceeds of such Mortgaged Property, subject only to Title Exceptions (said Mortgaged Property, fixtures, contract rights, instruments, general intangibles, accounts, goods, inventory, Hydrocarbons, equipment, products and proceeds being hereinafter collectively referred to as the "Collateral" for the purposes of this Article 6. The lien and security interest created by this Mortgage attaches upon the later of (i) delivery hereof, or (ii) upon value received by Debtor. Debtor covenants and agrees with Secured party that:

(a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party, Secured Party may, in event of default, proceed under said Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all rights, remedies and powers of a secured party after default under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part of parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the Indebtedness in such order or manner as Secured Party may elect.

(b) Upon the occurrence of an event of default, Secured Party shall have the right (without limitation) to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(c) Debtor expressly agrees that any required notice of sale or other disposition of the Collateral shall be sufficient if such notice is mailed, postage prepaid, to Debtor at the address shown with Debtor's signature hereinbelow at least ten (10) days before the time of the sale or disposition, and such notice shall fully satisfy any requirement for giving of said notice. Such notice, in case of a public sale or disposition, shall state the time and place fixed for such sale or disposition, and, in case of a private sale or disposition, shall state the date after which such sale or disposition is to be made.

(d) Any public sale of the Collateral shall be held at such time or times within ordinary business hours and at such places as Secured Party

may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Secured Party may determine.

(e) Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn and public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same shall be so adjourned.

(f) In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the sales price is paid by the purchaser thereof, but Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice.

(g) Upon the occurrence of an event of default, Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by the Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Indebtedness.

(h) Should Secured Party elect to exercise its rights under said Uniform Commercial Code as part of the personal property and fixtures described herein, this election shall not preclude Secured Party from exercising the rights and remedies granted by the preceding paragraphs of this instrument as to the remaining personal property and fixtures.

(i) Secured Party may, at its election, at any time after delivery of this instrument, sign one or more photocopies hereof in order that such photocopies may be used as a financing statement under said Uniform Commercial Code. Such signature by Secured Party may be placed between the last sentence of this instrument and Debtor's acknowledgment or may follow Debtor's acknowledgment. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge or security agreement.

(j) So long as any amount remains unpaid on the Indebtedness, Debtor will not execute or file in any public office any financing statement or statements affecting the Collateral (other than liens arising under operating, pooling or unitization agreements of a scope and nature customary in the oil and gas industry) other than financing statements in

favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(k) Secured Party is authorized to file, in any jurisdiction in which any of the Mortgaged Property is located, and in the central filing location or Central Filing Index of the states in which the Mortgaged Property is located and in which the headquarters of Debtor are located, a financing statement or statements, and at the request of Secured Party, Debtor will join Secured Party in executing on or more financing statements pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this or any other instrument, as a financing statement, in all public offices at any one time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Secured Party to be necessary or desirable.

(l) Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become fixtures on the Lands described in Exhibit A; (ii) the security interests created hereby under applicable provisions of the Uniform Commercial Code of one or more of the jurisdictions in which the Mortgaged Property is situated will attach to Hydrocarbons or the accounts resulting from the sale thereof at the wellhead or minehead located on the Lands described in Exhibit A; (iii) this instrument is to be filed or filed of record in the real estate records as a financing statement; (iv) Debtor is the record owner of the real estate or interests in the real estate comprised of the Lands described in Exhibit A or covered by the Mortgaged Property consisting of Oil and Gas Leases and (v) the name, address and tax identification number of each of the Secured Party and Debtor is set forth on the signature page hereof.

(m) Debtor hereby irrevocably designates and appoints Secured Party as its attorney-in-fact, effective upon the occurrence of and continuance of any Event of Default, with full power of substitution, for the purposes of carrying out the provisions of this Mortgage and taking any action and executing any instrument that Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest.

(n) Without limiting the generality of the foregoing, Debtor hereby irrevocably authorizes and empowers Secured Party at the expense of Debtor, either in Secured Party's own name or in the name of Debtor, at any time that an Event of Default has occurred and is continuing (a) to ask, demand, receive, receipt, give acquittance for, settle and compromise any and all monies which may be or become due or payable or remain unpaid at any time or times to Debtor under or with respect to the Collateral; (b) to endorse any drafts, checks, orders, or other instruments for the payment of money payable to Debtor on account of the Collateral (including any such draft, check, order or instrument issued by an insurance company payable jointly to Debtor and Secured Party); and (c) in the discretion of Secured Party,

to settle, compromise, prosecute or defend any action, claim or proceeding, or take any other action, all either in its own name or in the name of the Debtor or otherwise which Secured Party may deem to be necessary or advisable for the purpose of exercising and enforcing its powers and rights under this Mortgage or in furtherance of the purposes hereof, including any action which by the terms of this Mortgage is to be taken by Debtor. Nothing in this Mortgage shall be construed as requiring or obligating Secured Party to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or notice, or to take any other action with respect to any of the Collateral or the amounts due or to become due under any thereof, or to collect or enforce the payment of any amounts assigned to it or to which it may otherwise be entitled hereunder at any time or times.

(o) Secured Party shall incur no liability as a result of the sale of Collateral, or any part thereof, at any private sale. Debtor hereby waives, to the extent permitted by applicable law, any claims against Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such private sale was less than the price which might have been obtained at public sale or was less than the aggregate amount of the Indebtedness even if Secured party accepts the first offer received and does not offer such collateral to more than one offeree.

(p) Without precluding any other methods of sale, Debtor acknowledges that the sale of the Collateral shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of Mortgagees disposing of similar property. Secured Party shall not be liable for any depreciation in the value of Collateral.

ARTICLE 7. MISCELLANEOUS

7.1 Advances by the Mortgagee. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the expense of the Mortgagor. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Mortgagee may, but shall not be obligated to, make advances to perform the same on behalf of the Mortgagor, and the Mortgagor hereby agrees to repay such sums upon demand.

7.2 Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Mortgagee shall thereupon cease; and the Mortgagee in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor, proper instruments acknowledging satisfaction of this

instrument.

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

7.4 Successors and Assigns. This instrument is binding upon the Mortgagor and its successors and assigns, and shall inure to the benefit of the Mortgagee and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

7.5 Notices. Except as otherwise expressly provided herein, any notice, request, demand or other communication which may be required or permitted to be given or served upon the Mortgagor shall be deemed to have been sufficiently given three (3) days after the date when sent by registered or certified mail, postage prepaid, and addressed to its address shown below its signature at the end of this instrument or to such different address as the Mortgagor shall have designated by written notice received by the Mortgagee

7.6 Governing Law. The Indebtedness has been created pursuant to the Letter Agreement which was executed and delivered in the State of Colorado; it being the express intent and agreement of the Mortgagor and the Mortgagee that the Indebtedness be construed and governed in accordance with the laws of the State of Colorado. Notwithstanding such intention and agreement that the laws of the State of Colorado shall govern the Indebtedness, the Mortgagor and the Mortgagee expressly covenant and agree that the laws of the State where any portion of the Mortgaged Property is located shall apply to enforcement of the power of sale and the other rights and remedies created herein which are given against such part of the Mortgaged Property which consists of real property located within such State, and that the Uniform Commercial Code shall apply to the rights and medies created herein which are given against such part of the Mortgaged Property which consists of personal property.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed or used to be executed this Mortgage on the day, month and year first above written.

MORTGAGOR AND DEBTOR:

ULTRA PETROLEUM (USA) INC.

By: [signature]
Name:

Title: President

The address of

ULTRA PETROLEUM (USA) INC. is
609 West Hastings St., 11th Floor
Vancouver, B.C., Canada V6B 4W4

The Taxpayer identification
number of ULTRA PETROLEUM (USA) INC.
is 84-1241154

MORTGAGEE AND SECURED PARTY
WESTERN GAS RESOURCES, INC.

By: _____

The address of WESTERN GAS RESOURCES, INC. is
12200 N. Pecos Steet
Denver, Colorado 80234

This instrument was prepared by:
Barry W. Spector
1050 17th Street, Suite 1660
Denver, Colorado 80265

STATE OF

COUNTY OF

This instrument was acknowledged before me on June 30, 1997, 1997 by ~~Ronald~~ Richard Gerald Albertus as President of ULTRA PETROLEUM (USA) INC.

E. JUNE TODD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Apr. 3, 2000

E. June Todd
Notary Public

[seal]

My Commission Expires

STATE OF COLORADO)

COUNTY OF ADAMS)

This instrument was acknowledged before me on May 12, 1997, by John C. Walter, as Executive Vice President of WESTERN GAS RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

Rosalyne I. Condos
~~Notary~~ Public
Rosalyne I. Condos

[seal]

My Commission Expires 9-16-2000.

My Commission Expires 9-16-2000.

NOTAHY PUBLIC
ROSALYNE I.
CONDOS
STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain Mortgage, Assignment
and Security Agreement and Financing Statement dated effective February 1, 1997,
between Ultra Petroleum (USA) Inc., Mortgagor, and Western Gas Resources, Inc., Mortgagee

Lease Number: L010565-00 ACTIVE
Lease Date: 11/06/1989 Lessor: W-118155
Expire Date: 11/30/1999 Lessee: ONAGER ENTERPRISES

				Acres			Interest		
Tract	Prospect	State	County	Gross	Net	Company Net	Corporate	Royalty	Overriding
001	JONAH	WY	SUBLETTE	1,920,000	1,920.000	1.920,000	1.00000000	.12500000	.05500000

Recorded:

Legal: Free Form Remarks:

Twp: 29 N Rng: 108 W, Sect: 21 00tr: Lot: 00
ALL

Twp: 29 N Rng: 108 W, Sect: 23 00tr: Lot: 00
ALL

Twp: 29 N Rng: 108 W, Sect: 24 00tr: Lot: 00
ALL

Total Nets	1,920.000	1,920.000

INSOFAR AND ONLY INSOFAR as above lease covers the following described lands:

Township 29 North, Range 108 West, 6th P.M.:
Section 21: SE/4
Section 23: S/2
Section 24: SW/4